



KANE COUNTY

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

TRANSPORTATION COMMITTEE

TUESDAY, OCTOBER 16, 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: September 18, 2018**
3. **Public Comment (Agenda Items)**
4. **Finance**
 - A. September Transportation Committee Finance Reports
5. **New Business**
 - A. Metra 2019 Budget Presentation (S. Messerli)
6. **Maintenance**
 - A. Maintenance Report
 - B. **Resolution:** Approving Adopt-A-Highway Program Applicants
 - C. **Resolution:** Approving Purchase of Two (2) 2018 Tandem Axle Truck Cab and Chassis for Kane County Division of Transportation
 - D. **Resolution:** Approving Purchase of Two (2) Body and Equipment Packages Including Installation Therof on Two (2) Tandem Axle Trucks for the Kane County Division of Transportation
 - E. **Resolution:** Approving the 2019 Purchase of Ice Control Salt, Kane County Division of Transportation Maintenance Department
 - F. **Resolution:** Approving Purchase of Non-OEM Auto Parts and Supplies, Kane County Division of Transportation and Kane County Sheriff's Department (Bid Number 41-018)
7. **Planning & Programming**
 - A. Planning & Programming Report
 - B. **Resolution:** Approving Amendment No. 1 to an Agreement with Jacobs Engineering Group Inc. of Chicago, Illinois to Update the 2040 Transportation Components for Kane County's Long Range Comprehensive Plan
 - C. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Planning and Research Funding for the Kane County Division of Transportation Long Range Transportation Plan
8. **Traffic Operations & Permitting**
 - A. Traffic Operations & Permitting Report
 - B. **Resolution:** Approving an Agreement with GBA System Integrators, LLC of Moline, Illinois for Network Operations Management Engineering Services, Kane County Section No. 18-00365-05-EG

- C. **Resolution:** Approving an Agreement with Iteris, Inc. of Santa Ana, California for Traffic Signal Operation Management Engineering Services, Kane County Section No. 18-00365-05-EG

9. Project Implementation

- A. Project Implementation Report
- B. **Resolution:** Approving Appropriation for Right of Way Acquisition for Main Street Road at Deerpath Road Intersection Improvement, Kane County Section No. 14-00448-00-CH
- C. **Resolution:** Approving Amendment No. 1 to an Agreement with Hanson Professional Services, Inc. of Oak Brook, Illinois for Randall Road from Silver Glen Road to North County Line Road, Kane County Section No. 14-00436-00-SP
- D. **Resolution:** Approving a Phase I/II Engineering Services Agreement with Bowman Consulting Group, Ltd. of Chicago, Illinois for 2018 Structural Services, Kane County Section No. #18-00498-00-BR
- E. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Stearns Road at Randall Road (Stage 5A), Kane County Section No. 14-00214-28-CH
- F. **Resolution:** Approving Contract for Construction with Lorig Construction Co. of Des Plaines, Illinois for Longmeadow Parkway Section C-1, Kane County Section No. 13-00215-20-BR

10. Reports Placed On File

11. Executive Session (If Needed)

12. Release of Executive Session Minutes (Not Included)

13. Public Comment (Non-Agenda Items)

14. Adjournment

**Transportation Committee Revenue Report - Summary
Through September 30, 2018 (83.3% YTD)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Cash on Hand	YTD Actual Transactions	Total % Received
520 Transportation	\$ 4,493,466	\$ 117,075,511	\$ 81,805,039	\$ 28,936,326	35.37%
300 County Highway	\$ 1,406,399	\$ 7,547,604	\$ 5,816,609	\$ 4,712,830	81.02%
301 County Bridge	\$ 84,722	\$ 360,000	\$ 329,695	\$ 296,928	90.06%
302 Motor Fuel Tax	\$ 567,562	\$ 14,472,570	\$ 6,383,836	\$ 4,524,784	70.88%
303 County Highway Matching	\$ 17,618	\$ 67,270	\$ 65,325	\$ 56,068	85.83%
304 Motor Fuel Local Option	\$ 820,232	\$ 16,341,879	\$ 9,533,385	\$ 6,702,741	70.31%
305 Transportation Sales Tax	\$ 1,413,984	\$ 37,530,324	\$ 26,484,407	\$ 10,517,344	39.71%
515 Longmeadow Bond Construction	\$ -	\$ 30,000,000	\$ 30,000,000	\$ -	0.00%
540 Transportation Capital	\$ -	\$ 2,300,243	\$ 1,086,603	\$ 208,534	19.19%
550 Aurora Area Impact Fees	\$ -	\$ 21,500	\$ 21,500	\$ 30,597	142.31%
551 Campton Hills Impact Fees	\$ -	\$ 260,491	\$ 79,000	\$ 10,433	13.21%
552 Greater Elgin Impact Fees	\$ -	\$ 81,500	\$ 62,329	\$ 40,705	65.31%
553 Northwest Impact Fees	\$ -	\$ 26,500	\$ 26,500	\$ 17,278	65.20%
554 Southwest Impact Fees	\$ -	\$ 372,000	\$ 62,250	\$ 50,126	80.52%
555 Tri-Cities Impact Fees	\$ -	\$ 223,750	\$ 81,000	\$ 32,425	40.03%
556 Upper Fox Impact Fees	\$ -	\$ 443,651	\$ 46,500	\$ 36,584	78.67%
557 West Central Impact Fees	\$ -	\$ 10,500	\$ 10,100	\$ 6,335	62.73%
558 North Impact Fees	\$ 15,074	\$ 1,953,470	\$ 756,000	\$ 694,563	91.87%
559 Central Impact Fees	\$ 166,628	\$ 2,195,630	\$ 354,000	\$ 605,838	171.14%
560 South Impact Fees	\$ 1,249	\$ 2,866,629	\$ 606,000	\$ 392,214	64.72%
Grand Total	\$ 4,493,466	\$ 117,075,511	\$ 81,805,039	\$ 28,936,326	35.37%

**Transportation Committee Expenditure Report - Summary
Through September 30, 2018 (83.3% YTD, 84.62% Payroll)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	\$ 3,152,295	\$ 117,075,511	\$ 102,575,511	\$ 25,697,116	\$ 40,300,533	25.05%
300 County Highway	\$ 473,857	\$ 7,547,604	\$ 7,547,604	\$ 4,454,607	\$ 1,639,464	59.02%
301 County Bridge	\$ -	\$ 360,000	\$ 360,000	\$ 367,223	\$ 63,627	102.01%
302 Motor Fuel Tax	\$ 195,944	\$ 14,472,570	\$ 14,472,570	\$ 6,363,626	\$ 4,820,785	43.97%
303 County Highway Matching	\$ -	\$ 67,270	\$ 67,270	\$ 33,622	\$ (31,477)	49.98%
304 Motor Fuel Local Option	\$ 1,853,980	\$ 16,341,879	\$ 16,341,879	\$ 6,108,097	\$ 11,156,629	37.38%
305 Transportation Sales Tax	\$ 310,093	\$ 37,530,324	\$ 37,530,324	\$ 4,378,196	\$ 16,116,215	11.67%
540 Transportation Capital	\$ 50,162	\$ 2,300,243	\$ 2,300,243	\$ 1,702,558	\$ 2,137,507	74.02%
550 Aurora Area Impact Fees	\$ -	\$ 21,500	\$ 21,500	\$ 51,059	\$ -	237.48%
553 Northwest Impact Fees	\$ -	\$ 26,500	\$ 26,500	\$ -	\$ -	0.00%
554 Southwest Impact Fees	\$ 13,614	\$ 372,000	\$ 372,000	\$ 15,482	\$ 719,738	4.16%
556 Upper Fox Impact Fees	\$ -	\$ 443,651	\$ 443,651	\$ 462,359	\$ (0)	104.22%
559 Central Impact Fees	\$ -	\$ 2,195,630	\$ 2,195,630	\$ 104,000	\$ -	4.74%
560 South Impact Fees	\$ 63,800	\$ 2,866,629	\$ 2,866,629	\$ 401,784	\$ 24,007	14.02%
551 Campton Hills Impact Fees	\$ -	\$ 260,491	\$ 260,491	\$ -	\$ 39,107	0.00%
552 Greater Elgin Impact Fees	\$ 43,012	\$ 81,500	\$ 81,500	\$ 217,790	\$ 546,409	267.23%
555 Tri-Cities Impact Fees	\$ 13,575	\$ 223,750	\$ 223,750	\$ 161,353	\$ 619,500	72.11%
558 North Impact Fees	\$ 134,259	\$ 1,953,470	\$ 1,953,470	\$ 875,361	\$ 2,449,022	44.81%
557 West Central Impact Fees	\$ -	\$ 10,500	\$ 10,500	\$ -	\$ -	0.00%
515 Longmeadow Bond Construction	\$ -	\$ 30,000,000	\$ 15,500,000	\$ -	\$ -	0.00%
Grand Total	\$ 3,152,295	\$ 117,075,511	\$ 102,575,511	\$ 25,697,116	\$ 40,300,533	25.05%

Transportation Committee Expenditure Report - Detail
Through September 30, 2018 (83.3% YTD, 84.62% Payroll)

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	\$ 3,152,295	\$ 117,075,511	\$ 102,575,511	\$ 25,697,116	\$ 40,300,533	25.05%
300 County Highway	\$ 473,857	\$ 7,547,604	\$ 7,547,604	\$ 4,454,607	\$ 1,639,464	59.02%
Personnel Services- Salaries & Wages	\$ 172,831	\$ 2,684,521	\$ 2,684,521	\$ 1,904,933	\$ -	70.96%
Personnel Services- Employee Benefits	\$ 59,885	\$ 982,992	\$ 982,992	\$ 649,025	\$ -	66.03%
Contractual Services	\$ 47,280	\$ 1,616,453	\$ 1,616,453	\$ 804,134	\$ 1,309,196	49.75%
Commodities	\$ 13,143	\$ 747,800	\$ 747,800	\$ 402,660	\$ 85,932	53.85%
Capital	\$ 180,718	\$ 1,248,442	\$ 1,248,442	\$ 426,459	\$ 244,336	34.16%
Transfers Out	\$ -	\$ 267,396	\$ 267,396	\$ 267,396	\$ -	100.00%
301 County Bridge	\$ -	\$ 360,000	\$ 360,000	\$ 367,223	\$ 63,627	102.01%
Contractual Services	\$ -	\$ 360,000	\$ 360,000	\$ 367,223	\$ 63,627	102.01%
302 Motor Fuel Tax	\$ 195,944	\$ 14,472,570	\$ 14,472,570	\$ 6,363,626	\$ 4,820,785	43.97%
Personnel Services- Salaries & Wages	\$ 168,176	\$ 2,596,782	\$ 2,596,782	\$ 2,052,606	\$ -	79.04%
Personnel Services- Employee Benefits	\$ 27,768	\$ 1,055,929	\$ 1,055,929	\$ 722,552	\$ -	68.43%
Contractual Services	\$ -	\$ 685,730	\$ 685,730	\$ 96,293	\$ -	14%
Capital	\$ -	\$ 6,641,954	\$ 6,641,954	\$ -	\$ 4,820,785	0.00%
Transfers Out	\$ -	\$ 3,492,175	\$ 3,492,175	\$ 3,492,175	\$ -	100.00%
303 County Highway Matching	\$ -	\$ 67,270	\$ 67,270	\$ 33,622	\$ (31,477)	49.98%
Commodities	\$ -	\$ 67,270	\$ 67,270	\$ 33,622	\$ (31,477)	49.98%
304 Motor Fuel Local Option	\$ 1,853,980	\$ 16,341,879	\$ 16,341,879	\$ 6,108,097	\$ 11,156,629	37.38%
Contractual Services	\$ 1,677,032	\$ 14,103,000	\$ 14,103,000	\$ 4,525,324	\$ 10,127,312	32.09%
Commodities	\$ 176,948	\$ 1,834,008	\$ 1,834,008	\$ 1,337,250	\$ 1,017,891	72.91%
Capital	\$ -	\$ 350,000	\$ 350,000	\$ 190,652	\$ 11,425	54.47%
Transfers Out	\$ -	\$ 54,871	\$ 54,871	\$ 54,871	\$ -	100.00%
305 Transportation Sales Tax	\$ 310,093	\$ 37,530,324	\$ 37,530,324	\$ 4,378,196	\$ 16,116,215	11.67%
Contractual Services	\$ 308,837	\$ 8,201,801	\$ 8,201,801	\$ 2,778,067	\$ 4,932,310	33.87%
Capital	\$ 1,256	\$ 28,638,523	\$ 28,638,523	\$ 1,600,129	\$ 11,183,905	5.59%
Transfers Out	\$ -	\$ 690,000	\$ 690,000	\$ -	\$ -	0.00%
515 Longmeadow Bond Construction	\$ -	\$ 30,000,000	\$ 15,500,000	\$ -	\$ -	0.00%
Capital	\$ -	\$ 15,500,000	\$ 15,500,000	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 14,500,000	\$ -	\$ -	\$ -	N/A
540 Transportation Capital	\$ 50,162	\$ 2,300,243	\$ 2,300,243	\$ 1,702,558	\$ 2,137,507	74.02%
Contractual Services	\$ 50,162	\$ 1,121,781	\$ 1,121,781	\$ 397,867	\$ 2,137,507	35.47%
Capital	\$ -	\$ 1,178,462	\$ 1,178,462	\$ 1,304,692	\$ (0)	110.71%
550 Aurora Area Impact Fees	\$ -	\$ 21,500	\$ 21,500	\$ 51,059	\$ -	237.48%
Capital	\$ -	\$ 20,500	\$ 20,500	\$ 51,059	\$ -	249.07%
Transfers Out	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ -	0.00%
551 Campton Hills Impact Fees	\$ -	\$ 260,491	\$ 260,491	\$ -	\$ 39,107	0.00%
Contractual Services	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ -	0.00%
Capital	\$ -	\$ 196,741	\$ 196,741	\$ -	\$ 39,107	0.00%
Transfers Out	\$ -	\$ 3,750	\$ 3,750	\$ -	\$ -	0.00%
552 Greater Elgin Impact Fees	\$ 43,012	\$ 81,500	\$ 81,500	\$ 217,790	\$ 546,409	267.23%
Contractual Services	\$ 43,012	\$ 80,000	\$ 80,000	\$ 217,790	\$ 128,970	272.24%
Capital	\$ -	\$ -	\$ -	\$ -	\$ 417,439	#DIV/0!
Transfers Out	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	0.00%
553 Northwest Impact Fees	\$ -	\$ 26,500	\$ 26,500	\$ -	\$ -	0.00%
Capital	\$ -	\$ 25,250	\$ 25,250	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,250	\$ 1,250	\$ -	\$ -	0.00%
554 Southwest Impact Fees	\$ 13,614	\$ 372,000	\$ 372,000	\$ 15,482	\$ 719,738	4.16%
Contractual Services	\$ 13,614	\$ 370,000	\$ 370,000	\$ 15,482	\$ 719,738	4.18%
Transfers Out	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ -	0.00%

**Transportation Committee Expenditure Report - Detail
Through September 30, 2018 (83.3% YTD, 84.62% 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	\$ 13,575	\$ 223,750	\$ 223,750	\$ 161,353	\$ 619,500	72.11%
Contractual Services	\$ -	\$ -	\$ -	\$ 107,778	\$ 10,058	#DIV/0!
Capital	\$ 13,575	\$ 220,000	\$ 220,000	\$ 53,575	\$ 609,442	24.35%
Transfers Out	\$ -	\$ 3,750	\$ 3,750	\$ -	\$ -	0.00%
556 Upper Fox Impact Fees	\$ -	\$ 443,651	\$ 443,651	\$ 462,359	\$ (0)	104.22%
Contractual Services	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Capital	\$ -	\$ 441,651	\$ 441,651	\$ 462,359	\$ (0)	104.69%
Transfers Out	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ -	0.00%
557 West Central Impact Fees	\$ -	\$ 10,500	\$ 10,500	\$ -	\$ -	0.00%
Capital	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 500	\$ 500	\$ -	\$ -	0.00%
558 North Impact Fees	\$ 134,259	\$ 1,953,470	\$ 1,953,470	\$ 875,361	\$ 2,449,022	44.81%
Contractual Services	\$ 134,259	\$ 1,135,970	\$ 1,135,970	\$ 664,626	\$ 1,607,314	58.51%
Capital	\$ -	\$ 780,000	\$ 780,000	\$ 210,735	\$ 841,707	27.02%
Transfers Out	\$ -	\$ 37,500	\$ 37,500	\$ -	\$ -	0.00%
559 Central Impact Fees	\$ -	\$ 2,195,630	\$ 2,195,630	\$ 104,000	\$ -	4.74%
Capital	\$ -	\$ 2,178,130	\$ 2,178,130	\$ 104,000	\$ -	4.77%
Transfers Out	\$ -	\$ 17,500	\$ 17,500	\$ -	\$ -	0.00%
560 South Impact Fees	\$ 63,800	\$ 2,866,629	\$ 2,866,629	\$ 401,784	\$ 24,007	14.02%
Contractual Services	\$ -	\$ 24,200	\$ 24,200	\$ -	\$ 24,007	0.00%
Capital	\$ 63,800	\$ 2,812,429	\$ 2,812,429	\$ 401,784	\$ -	14.29%
Transfers Out	\$ -	\$ 30,000	\$ 30,000	\$ -	\$ -	0.00%
Grand Total	\$ 3,152,295	\$ 117,075,511	\$ 102,575,511	\$ 25,697,116	\$ 40,300,533	25.05%



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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.	144961	17-00482-00-ES; OnCallDesignEngr.P2 WO#11 7/1/18-7/28/18	Paid by EFT # 48536		08/06/2018	08/15/2018	08/15/2018		09/04/2018	17,929.15	
1266 - Huff & Huff Inc	02-0760519	16-00472-00-EG; On-Call Env Eng Assist 06/30/18-07/31/18	Paid by EFT # 48797		08/10/2018	08/27/2018	08/27/2018		09/17/2018	12,708.12	
								Account 50140 - Engineering Services Totals		Invoice Transactions 2	\$30,637.27
Account 50150 - Contractual/Consulting Services											
4960 - HNTB Corporation	04-69925-PL-001	KDOT; On-Call GIS Svcs, 06/30/18-07/27/18	Paid by EFT # 48793		08/23/2018	09/04/2018	09/04/2018		09/17/2018	3,809.32	
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$3,809.32
Account 50340 - Software Licensing Cost											
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	49.00	
								Account 50340 - Software Licensing Cost Totals		Invoice Transactions 1	\$49.00
Account 52000 - Disposal and Water Softener Svcs											
1216 - Waste Management of Illinois - West	0016727-2269-9	Disposal-Street Sweepings & Catch Basin Debris 7/16/18-7/31/18	Paid by EFT # 48699		08/01/2018	08/15/2018	08/15/2018		09/04/2018	1,587.06	
11196 - Melms Sand and Gravel	364	KDOT; Clean Dump, Waste Removal, Truck #88	Paid by EFT # 48839		08/20/2018	08/28/2018	08/28/2018		09/17/2018	40.00	
1024 - Ready Refresh by Nestle (Ice Mountain)	08H0121852636	KDOT BPO: Bottled Water Delivery Svc 07/15/18-08/14/18	Paid by EFT # 48865		08/16/2018	08/28/2018	08/28/2018		09/17/2018	285.95	
1216 - Waste Management of Illinois - West	0016760-2269-0	17-65052-13002 Disposal-Street Sweepings & Catch Basin Debris	Paid by EFT # 48903		08/16/2018	08/28/2018	08/28/2018		09/17/2018	1,215.88	
1216 - Waste Management of Illinois - West	3377883-2011-3	1-19443-13001 WasteDisposal-DumpsterServices 8/1/18-8/15/18	Paid by EFT # 48903		08/16/2018	08/28/2018	08/28/2018		09/17/2018	308.28	
								Account 52000 - Disposal and Water Softener Svcs Totals		Invoice Transactions 5	\$3,437.17



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 52010 - Janitorial Services											
9876 - Eco-Clean Maintenance, Inc.	7193	KDOT BPO: Janitorial Svcs July 2018	Paid by EFT # 48759		08/22/2018	08/30/2018	08/30/2018		09/17/2018	1,554.22	
									Account 52010 - Janitorial Services Totals	Invoice Transactions 1	<u>1,554.22</u>
Account 52110 - Repairs and Maint- Buildings											
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	37.79	
1999 - Flagsource (J. C. Schultz Enterprises, Inc.)	421132	062211 Replacement flags	Paid by EFT # 48574		07/20/2018	08/15/2018	08/15/2018		09/04/2018	179.14	
1390 - Menards, Inc.	52066	XX0351 Pro gas, coupler, primer, conduit cement	Paid by Check # 363344		07/31/2018	08/15/2018	08/15/2018		09/04/2018	103.07	
9938 - All American Door Hardware, Inc.	81241	KaneDOT Alarm Lock Trilogy DL2800 26D Lockset	Paid by EFT # 48712		06/26/2018	08/28/2018	08/28/2018		09/17/2018	462.91	
1496 - Steiner Electric Co Inc	S006120815.001	XX4229 Indicator fuse	Paid by EFT # 48885		08/09/2018	08/28/2018	08/28/2018		09/17/2018	61.64	
9026 - Stenstrom Petroleum Services Group	S131253	KDOT; Annual Fuel System Compliance Testing	Paid by EFT # 48886		08/04/2018	08/28/2018	08/28/2018		09/17/2018	1,700.00	
5933 - Urban Elevator Service Inc	15088265	Elevator Maint & Rope Test - KDOT Bldg A Sept 2018	Paid by Check # 363557		08/20/2018	08/28/2018	08/28/2018		09/17/2018	264.00	
									Account 52110 - Repairs and Maint- Buildings Totals	Invoice Transactions 7	<u>\$2,808.55</u>
Account 52120 - Repairs and Maint- Grounds											
1390 - Menards, Inc.	52955	XX0351 Fabric Duraweb, steel fence post	Paid by Check # 363510		08/14/2018	08/28/2018	08/28/2018		09/17/2018	91.90	
1390 - Menards, Inc.	52950	XX0351 Entry mat Bldg A	Paid by Check # 363510		08/14/2018	08/28/2018	08/28/2018		09/17/2018	55.94	
2101 - PDC Laboratories Inc	I9324250	Project management fee transient-grounds maint	Paid by Check # 363529		06/05/2018	08/30/2018	08/30/2018		09/17/2018	300.00	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 3	<u>\$447.84</u>
Account 52140 - Repairs and Maint- Copiers											
4371 - Toshiba Business Solutions, Inc.	14715682	KDOT; Toshiba eStudio5508A PermitCopyScan 7/2/18-8/1/18	Paid by Check # 363379		08/03/2018	08/15/2018	08/15/2018		09/04/2018	4.67	



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 52140 - Repairs and Maint- Copiers											
8930 - Impact Networking, LLC	1188189	KC04; BPO-Bizhub 552 Copier Mnt, A2WV011009281 7/15/18-9/14/18	Paid by EFT # 48802		08/15/2018	08/28/2018	08/28/2018		09/17/2018	32.00	
8930 - Impact Networking, LLC	1199795	KC04; Bizhub 754, Copier Maint, A55V01100376 7/30/18-9/29/18	Paid by EFT # 48802		08/29/2018	08/31/2018	08/31/2018		09/17/2018	45.40	
4371 - Toshiba Business Solutions, Inc.	14732674	KDOT; Toshiba eStudio4505AC ColorCopierScannerMaint 11/17-11/18	Paid by Check # 363553		08/10/2018	08/28/2018	08/28/2018		09/17/2018	16.84	
4371 - Toshiba Business Solutions, Inc.	14746520	AIMS Copier MntCtrct MA-1.0.0, 72MoEstudio 457 7/20/18-8/19/18	Paid by Check # 363553		08/21/2018	08/30/2018	08/30/2018		09/17/2018	15.17	
									Account 52140 - Repairs and Maint- Copiers Totals	Invoice Transactions 5	<u>\$114.08</u>
Account 52230 - Repairs and Maint- Vehicles											
11824 - Country Auto Glass Inc	7124	KDOT; Windshield Replacement & Install, U#33	Paid by EFT # 48550		07/30/2018	08/15/2018	08/15/2018		09/04/2018	150.00	
									Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 1	<u>\$150.00</u>
Account 53100 - Conferences and Meetings											
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	20.00	
2016 - IL Assn of County Engineers (IACE)	IACE101018	KDOT: SchoedelCarl, IACE 104 Annl Fall Mtg,10/10-18-10/12/18	Paid by Check # 363325		08/13/2018	08/15/2018	08/15/2018		09/04/2018	100.00	
7433 - Jacqueline Forbes	090618	PEV: CMAP, KKCOM, Meetings/Metra/Meals/Mileage/Cell Ph-Aug2018	Paid by EFT # 48774		09/06/2018	09/06/2018	09/06/2018		09/17/2018	166.06	
4361 - Mary Anne Hoye	082818	PEV: IDOT OSOW Permitting, Mileage/Tolls, 08/24/18	Paid by EFT # 48795		08/28/2018	09/04/2018	09/04/2018		09/17/2018	6.30	
11789 - Ryan Peterson	082718	PEV: CMAP, Batavia Bicycle, STP Proj Meetings; Mileage; Metra	Paid by EFT # 48854		08/27/2018	08/27/2018	08/27/2018		09/17/2018	101.52	
									Account 53100 - Conferences and Meetings Totals	Invoice Transactions 5	<u>\$393.88</u>



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 53110 - Employee Training											
5628 - J J Keller & Associates, Inc.	9103223003	HAZCOM Work Place manual on-line access	Paid by Check # 363488		08/13/2018	08/30/2018	08/30/2018		09/17/2018	894.63	
									Account 53110 - Employee Training Totals	Invoice Transactions 1	\$894.63
Account 53120 - Employee Mileage Expense											
7433 - Jacqueline Forbes	090618	PEV: CMAP, KKCOM, Meetings/Metra/Meals/ Mileage/Cell Ph-Aug2018	Paid by EFT # 48774		09/06/2018	09/06/2018	09/06/2018		09/17/2018	9.32	
4361 - Mary Anne Hoye	082818	PEV: IDOT OSOW Permitting, Mileage/Tolls, 08/24/18	Paid by EFT # 48795		08/28/2018	09/04/2018	09/04/2018		09/17/2018	39.24	
11789 - Ryan Peterson	082718	PEV: CMAP, Batavia Bicycle, STP Proj Meetings; Mileage; Metra	Paid by EFT # 48854		08/27/2018	08/27/2018	08/27/2018		09/17/2018	6.54	
									Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 3	\$55.10
Account 53130 - General Association Dues											
3486 - International Municipal Signal Assn (IMSA)	111445-2019	KDOT; Zulkowski, Stephen; Certification Renewal-2019	Paid by Check # 363329		08/15/2018	08/15/2018	08/15/2018		09/04/2018	110.00	
									Account 53130 - General Association Dues Totals	Invoice Transactions 1	\$110.00
Account 60000 - Office Supplies											
1806 - Blooming Color of St. Charles (WTFN)	241731	KDOT: Business Cards; Forbes & Peterson	Paid by Check # 363280		07/27/2018	08/15/2018	08/15/2018		09/04/2018	87.16	
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	244.62	
11023 - Genesis Technologies Inc.	657331	KDOT: HP Laserjet Pro, Toner Cartridge, Magenta, ActgDept	Paid by EFT # 48584		07/31/2018	08/15/2018	08/15/2018		09/04/2018	117.63	
1806 - Blooming Color of St. Charles (WTFN)	242709	KaneDOT Business cards Lisa Larson	Paid by Check # 363416		08/23/2018	08/30/2018	08/30/2018		09/17/2018	73.95	
4483 - Heidi Files	090418	PEV: Laptop Sleeve for New Laptop	Paid by EFT # 48769		09/04/2018	09/04/2018	09/04/2018		09/17/2018	19.99	
3578 - Warehouse Direct Office Products	3998615-0	KaneDOT Office supplies CD Disc HLND Note, Eraser refills, chair	Paid by EFT # 48902		08/15/2018	08/28/2018	08/28/2018		09/17/2018	476.85	



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 60000 - Office Supplies											
3578 - Warehouse Direct Office Products	4002086-0	KDOT: BPO - Highlighters, labels, flash drive, bowl, labels	Paid by EFT # 48902		08/17/2018	08/28/2018	08/28/2018		09/17/2018	151.94	
									Account 60000 - Office Supplies Totals	Invoice Transactions 7	\$1,172.14
Account 60010 - Operating Supplies											
2225 - Cintas Corporation	5011387723	10624140; KDOT Bldgs-First Aid Supplies	Paid by Check # 363284		08/08/2018	08/15/2018	08/15/2018		09/04/2018	393.46	
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	85.67	
1859 - Airgas North Central, Inc.	9079551892	2051037; KDOT, Welding Supplies	Paid by EFT # 48711		08/23/2018	08/31/2018	08/31/2018		09/17/2018	165.02	
3488 - Sisler's Ice, Inc.	439653	900; Bagged Ice, 45 Bags	Paid by EFT # 48879		08/29/2018	08/31/2018	08/31/2018		09/17/2018	77.50	
3488 - Sisler's Ice, Inc.	73618	900; USGD Ice Merchandise #482, As Is, Freezer	Paid by EFT # 48879		08/28/2018	08/31/2018	08/31/2018		09/17/2018	499.00	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 5	\$1,220.65
Account 60070 - Computer Hardware- Non Capital											
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	30.88	
									Account 60070 - Computer Hardware- Non Capital Totals	Invoice Transactions 1	\$30.88
Account 60400 - Crushed Stone											
7919 - LaFarge North America	709241704	KaneDOT 3/8" limestone chips	Paid by Check # 363499		08/16/2018	08/30/2018	08/30/2018		09/17/2018	704.35	
									Account 60400 - Crushed Stone Totals	Invoice Transactions 1	\$704.35
Account 60430 - Sign Material											
1390 - Menards, Inc.	52079	XX0351 Tapcon, fatmax tape, grinding/hub, metal cutting	Paid by Check # 363510		07/31/2018	08/28/2018	08/28/2018		09/17/2018	76.14	
1390 - Menards, Inc.	53178	XX0351 Sign materials	Paid by Check # 363510		08/17/2018	09/05/2018	09/05/2018		09/17/2018	28.96	
1325 - Priority Products, Inc.	927249	XX64 Hex lock nuts, stainless screws & washers	Paid by Check # 363536		08/24/2018	09/05/2018	09/05/2018		09/17/2018	225.38	



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 60430 - Sign Material											
1325 - Priority Products, Inc.	927323	XX64 Stainless screws & hooks	Paid by Check # 363536		08/31/2018	09/05/2018	09/05/2018		09/17/2018	381.78	
1671 - Traffic Control & Protection, Inc.	93741	KaneDOT Telspar Anchors	Paid by EFT # 48893		08/30/2018	09/05/2018	09/05/2018		09/17/2018	402.00	
									Account 60430 - Sign Material Totals	Invoice Transactions 5	<u>\$1,114.26</u>
Account 63000 - Utilities- Natural Gas											
1066 - Constellation NewEnergy-Gas Division, LLC	2380628-DOT	BG-164802; 3572881000; Gas, 41W011 Burlington, July 2018	Paid by EFT # 48547		08/08/2018	08/29/2018	08/29/2018		09/04/2018	654.94	
1066 - Constellation NewEnergy-Gas Division, LLC	2404009-DOT	BG-164802; Gas, 41W011 Burlington, 08/01/18-08/31/18	Paid by EFT # 48743		09/07/2018	09/10/2018	09/10/2018		09/17/2018	681.11	
2253 - Nicor Gas	3814320-08/18	36-44-94-1000 4; 40W969 Burlington 7/24/18-8/22/18	Paid by Check # 363520		08/24/2018	08/30/2018	08/30/2018		09/17/2018	94.99	
									Account 63000 - Utilities- Natural Gas Totals	Invoice Transactions 3	<u>\$1,431.04</u>
Account 63010 - Utilities- Electric											
10981 - Constellation NewEnergy Inc.	12722922201	7298774-23;8215673;75230640 09;44W500Seavey,Salt Dome	Paid by EFT # 48545		08/02/2018	08/16/2018	08/16/2018		09/04/2018	87.40	
									Account 63010 - Utilities- Electric Totals	Invoice Transactions 1	<u>\$87.40</u>
Account 63020 - Utilities- Intersect Lighting											
3380 - City of Batavia	67384732-08/18	492.051306.00; Fabyan 06/21/18-07/23/18,	Paid by Check # 363288		08/02/2018	08/16/2018	08/16/2018		09/04/2018	34.92	
1054 - ComEd	0453004165-08/18	0453004165; 1 1/2 LaFox, BlkbryTwp 7/2/18-8/1/18	Paid by Check # 363302		08/02/2018	08/16/2018	08/16/2018		09/04/2018	40.60	
1054 - ComEd	1635014211-08/18	1635014211; BlissRd, SugarGrove, 07/05/18-08/03/18	Paid by Check # 363303		08/03/2018	08/16/2018	08/16/2018		09/04/2018	8.55	
1054 - ComEd	3183143047-08/18	KDOT Speed Signs: Randal/Mdclrk/Dean, 06/28/18-07/30/18	Paid by Check # 363301		08/06/2018	08/16/2018	08/16/2018		09/04/2018	47.68	
1054 - ComEd	5067138019-08/18	5067138019; VariousTrfcLghts 07/09/18-08/07/18	Paid by Check # 363304		08/07/2018	08/16/2018	08/16/2018		09/04/2018	1,759.65	



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 63020 - Utilities- Intersect Lighting										
1054 - ComEd	0416123012-08/18	273104976; Kirk/WeatherOW, 07/09/18-08/07/18	Paid by Check # 363299		08/08/2018	08/16/2018	08/16/2018		09/04/2018	38.43
1054 - ComEd	0067153039-08/18	38W901 HuntleyRd@SquareBar n 07/11/18-08/09/18	Paid by Check # 363300		08/09/2018	08/16/2018	08/16/2018		09/04/2018	23.14
1054 - ComEd	0960088046-08/18	272138976; US 20/BrierHill@Allen 07/11/18-08/08/18	Paid by Check # 363305		08/08/2018	08/16/2018	08/16/2018		09/04/2018	6.69
10981 - Constellation NewEnergy Inc.	12729939301	7298774-24; 8215674; 2043096048; Orchard Rd,	Paid by EFT # 48546		08/03/2018	08/16/2018	08/16/2018		09/04/2018	76.69
1021 - State of IL Treasurer-IDOT	54572	25240; Haegers Bend@County Line, T-01a, 4/18/18-6/18/18	Paid by Check # 363374		08/02/2018	08/15/2018	08/15/2018		09/04/2018	292.50
3380 - City of Batavia	316075971-08/18	392.050025.00; Kirk & Pine 7/13/18-8/13/18	Paid by Check # 363436		08/23/2018	08/30/2018	08/30/2018		09/17/2018	83.79
1044 - City of Geneva	28985388-08/18	0198004231-000; 1031 EFabyan, 6/29/18-8/3/18	Paid by Check # 363440		08/15/2018	08/28/2018	08/28/2018		09/17/2018	63.35
1054 - ComEd	2991138206-08/18	272277451; Mtrd Trfc Lites/S Randall 7/12/18-8/10/18	Paid by Check # 363452		08/10/2018	08/28/2018	08/28/2018		09/17/2018	72.33
1054 - ComEd	0891053188-08/18	273279596, McDonaldTrfSgnl@Ditt man 7/24/18-8/22/18	Paid by Check # 363448		08/22/2018	08/28/2018	08/28/2018		09/17/2018	34.56
1054 - ComEd	6063129097-08/18	271181066; WthrStn,13N145 Randall 7/18/18-8/16/18	Paid by Check # 363455		08/17/2018	08/28/2018	08/28/2018		09/17/2018	38.34
1054 - ComEd	0991034032-08/18	0991034032; BigTmbr/Randall 7/19/18-8/17/18	Paid by Check # 363449		08/17/2018	08/28/2018	08/28/2018		09/17/2018	165.94
1054 - ComEd	0414000061-08/18	0414000061; Various Traf Lghts 7/16/18-8/14/18	Paid by Check # 363446		08/22/2018	08/28/2018	08/28/2018		09/17/2018	4,255.13
1054 - ComEd	1603046065-08/18	273363546; Spring/McLean 07/26/18-08/24/18	Paid by Check # 363450		08/24/2018	08/30/2018	08/30/2018		09/17/2018	68.90
1054 - ComEd	4544118063-08/18	4544118063; Lite Rt47@Burlington 07/24/18-08/22/18	Paid by Check # 363451		08/22/2018	08/30/2018	08/30/2018		09/17/2018	124.20



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 63020 - Utilities- Intersect Lighting											
1054 - ComEd	5281099004-08/18	272139221; 7N416 S Rt31 07/26/18-08/24/18	Paid by Check # 363453		08/24/2018	08/30/2018	08/30/2018		09/17/2018	67.64	
1054 - ComEd	2672169007-08/18	271912253; McLean/Bowes 07/25/18-08/23/18	Paid by Check # 363454		08/23/2018	08/30/2018	08/30/2018		09/17/2018	118.23	
1054 - ComEd	4278050001-08/18	4278050001; Corron@McDonald 07/27/18-08/27/18	Paid by Check # 363445		08/27/2018	08/30/2018	08/30/2018		09/17/2018	43.44	
1054 - ComEd	0039051173-08/18	0039051173; Corron/Burlington 07/27/18-08/27/18	Paid by Check # 363447		08/27/2018	08/30/2018	08/30/2018		09/17/2018	10.49	
10981 - Constellation NewEnergy Inc.	12813802001	7298774-4; 8185694006; 8215654; WS Randall 1S Mason	Paid by EFT # 48741		08/17/2018	08/28/2018	08/28/2018		09/17/2018	227.96	
10981 - Constellation NewEnergy Inc.	12813800501	7298774-22; 8019229002; 8215672; ES Randall 1N Fletcher	Paid by EFT # 48742		08/17/2018	08/28/2018	08/28/2018		09/17/2018	150.39	
									Account 63020 - Utilities- Intersect Lighting Totals	Invoice Transactions 25	<u>\$7,853.54</u>
Account 64010 - Cellular Phone											
7433 - Jacqueline Forbes	090618	PEV: CMAP, KKCOM, Meetings/Metra/Meals/ Mileage/Cell Ph-Aug2018	Paid by EFT # 48774		09/06/2018	09/06/2018	09/06/2018		09/17/2018	50.00	
									Account 64010 - Cellular Phone Totals	Invoice Transactions 1	<u>\$50.00</u>
Account 72010 - Building Improvements											
1496 - Steiner Electric Co Inc	S006037774.006	LED Light Upgrades-Bldg B, C & E, Job LI-050418-72534	Paid by EFT # 48680		06/14/2018	08/16/2018	08/16/2018		09/04/2018	4,481.54	
1401 - Farnsworth Group Inc	200075	HVAC System Improvement, Bldg A, EngDesign	Paid by EFT # 48765		07/20/2018	08/28/2018	08/28/2018		09/17/2018	8,778.75	
1244 - Geneva Construction Company	58099	30000; 16-00471-00-GM; KDOT Bldg "A" Parking Lot Rehab	Paid by EFT # 48779		08/16/2018	09/06/2018	09/06/2018		09/17/2018	85,000.34	
									Account 72010 - Building Improvements Totals	Invoice Transactions 3	<u>\$98,260.63</u>
									Sub-Department 520 - County Highway Totals	Invoice Transactions 88	<u>\$156,385.95</u>
									Department 520 - Transportation Totals	Invoice Transactions 88	<u>\$156,385.95</u>
									Fund 300 - County Highway Totals	Invoice Transactions 88	<u>\$156,385.95</u>



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 301 - County Bridge										
Department 520 - Transportation										
Sub-Department 521 - County Bridge										
Account 52100 - Bridge Inspection										
1053 - Hampton Lenzini & Renwick, Inc. (HLR)	5-2018-474	17-00486-00-EG; 2018BrdgStructSafetyInspect, 07/01/18-07/31/18	Paid by EFT # 48789		08/28/2018	08/31/2018	08/31/2018		09/17/2018	52,766.23
							Account 52100 - Bridge Inspection Totals		Invoice Transactions 1	\$52,766.23
							Sub-Department 521 - County Bridge Totals		Invoice Transactions 1	\$52,766.23
							Department 520 - Transportation Totals		Invoice Transactions 1	\$52,766.23
							Fund 301 - County Bridge Totals		Invoice Transactions 1	\$52,766.23
Fund 302 - Motor Fuel Tax										
Department 520 - Transportation										
Sub-Department 522 - Motor Fuel Tax										
Account 45410 - Teamsters Contribution										
1067 - Suburban Teamsters of Northern Illinois	1569-08/18	18-00000-00-RF; MFT, August 2018, Health Ins-Maint Staff	Paid by Check # 363548		08/27/2018	08/28/2018	08/28/2018		09/17/2018	41,760.00
							Account 45410 - Teamsters Contribution Totals		Invoice Transactions 1	\$41,760.00
							Sub-Department 522 - Motor Fuel Tax Totals		Invoice Transactions 1	\$41,760.00
							Department 520 - Transportation Totals		Invoice Transactions 1	\$41,760.00
							Fund 302 - Motor Fuel Tax Totals		Invoice Transactions 1	\$41,760.00
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 50140 - Engineering Services										
7335 - Applied Ecological Services	49777	17-00477-00-SM; On-Call Env Eng Asst.P3	Paid by Check # 363271		07/31/2018	08/15/2018	08/15/2018		09/04/2018	6,531.98
7335 - Applied Ecological Services	49778	17-00477-00-SM; On-Call Env Eng Asst.P3	Paid by Check # 363271		07/31/2018	08/15/2018	08/15/2018		09/04/2018	1,675.75
1809 - Stanley Consultants Inc	11-2017-2625	17-00479-00-BR; FbynPkwyoVrFoxRiver. P2, 07/01/18-07/28/18	Paid by Check # 363546		08/27/2018	09/04/2018	09/04/2018		09/17/2018	7,255.19
							Account 50140 - Engineering Services Totals		Invoice Transactions 3	\$15,462.92
Account 52020 - Repairs and Maintenance- Roads										
1390 - Menards, Inc.	52501	XX0351 Galv comp prof spry rusto	Paid by Check # 363344		08/07/2018	08/15/2018	08/15/2018		09/04/2018	24.70
1576 - Telvent DTN, LLC	5390405	KaneDOT Weather Services 09/08/18-12/07/18	Paid by EFT # 48891		08/17/2018	08/28/2018	08/28/2018		09/17/2018	528.00
							Account 52020 - Repairs and Maintenance- Roads Totals		Invoice Transactions 2	\$552.70



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 52070 - Repairs and Maint- Pavement Mark										
1303 - Maintenance Coatings Co	1-2017-2000-F	17-00000-05-GM; 2017 Rec Refl Pvmt Mrkng, 05/01/18-06/08/18	Paid by Check # 363504		06/08/2018	09/04/2018	09/04/2018		09/17/2018	108,505.75
11128 - Precision Pavement Markings, Inc.	1-2018-1226	18-00000-05-GM; 2018 Urethane Pavement Mrkng 06/15/18-08/15/18	Paid by EFT # 48858		08/15/2018	09/07/2018	09/07/2018		09/17/2018	48,480.23
								Account 52070 - Repairs and Maint- Pavement Mark Totals	Invoice Transactions 2	<u>\$156,985.98</u>
Account 52080 - Repairs and Maint- Resurfacing										
1244 - Geneva Construction Company	5-2018-1225	17-00485-00-RS; 2018 Resurfacing, 07/16/18-07/31/18	Paid by EFT # 48779		07/31/2018	09/04/2018	09/04/2018		09/17/2018	554,892.95
								Account 52080 - Repairs and Maint- Resurfacing Totals	Invoice Transactions 1	<u>\$554,892.95</u>
Account 60210 - Uniform Supplies										
2225 - Cintas Corporation	19M115565	Acct01019 BPO-Uniforms/Carpet Svcs 08/09/18	Paid by Check # 363287		08/09/2018	08/15/2018	08/15/2018		09/04/2018	307.99
9178 - Red Wing Shoe Store	239-1-40930	29199; Uniform boots, Jackie Forbes	Paid by EFT # 48662		07/11/2018	08/15/2018	08/15/2018		09/04/2018	105.59
9178 - Red Wing Shoe Store	239-1-40931	29199; Uniform Boots, Peterson, Ryan	Paid by EFT # 48662		07/11/2018	08/15/2018	08/15/2018		09/04/2018	127.59
2225 - Cintas Corporation	19M116891	01019; Uniforms/Carpet Svcs 08/16/18	Paid by Check # 363433		08/16/2018	08/28/2018	08/28/2018		09/17/2018	292.14
2225 - Cintas Corporation	19M118198	01019; Uniforms/Carpet Svcs 08/23/18	Paid by Check # 363433		08/23/2018	08/28/2018	08/28/2018		09/17/2018	317.14
2225 - Cintas Corporation	19M119531	01019; Uniforms/Carpets	Paid by Check # 363432		08/30/2018	08/31/2018	08/31/2018		09/17/2018	292.14
								Account 60210 - Uniform Supplies Totals	Invoice Transactions 6	<u>\$1,442.59</u>
Account 60330 - Vehicle Parts/Supplies										
3583 - Elburn NAPA Inc	692554	XX1170 **CREDIT** (Inv#692139) Core deposit	Paid by EFT # 48568		08/03/2018	08/15/2018	08/15/2018		09/04/2018	(69.46)
3583 - Elburn NAPA Inc	692307	XX1170 Fuse, air & oil filters, GOJO fast wipes, PTEX Anaerobic	Paid by EFT # 48568		08/02/2018	08/15/2018	08/15/2018		09/04/2018	336.33
3583 - Elburn NAPA Inc	692604	XX1170 Gauge	Paid by EFT # 48568		08/03/2018	08/15/2018	08/15/2018		09/04/2018	39.94
3583 - Elburn NAPA Inc	692612	XX1170 Air, oil, fuel filters, cabin filter & Utility lamp	Paid by EFT # 48568		08/03/2018	08/15/2018	08/15/2018		09/04/2018	147.48



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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										
3583 - Elburn NAPA Inc	693014	XX1170 Pulley, tensioner & fleetrunner belt	Paid by EFT # 48568		08/07/2018	08/15/2018	08/15/2018		09/04/2018	117.51
3583 - Elburn NAPA Inc	693066	XX1170 Camera kit	Paid by EFT # 48568		08/07/2018	08/15/2018	08/15/2018		09/04/2018	259.99
3583 - Elburn NAPA Inc	693170	XX1170 Bearing	Paid by EFT # 48568		08/08/2018	08/15/2018	08/15/2018		09/04/2018	50.56
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	1,067.19
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	7763	114123 Seal, kit & oil	Paid by EFT # 48694		08/15/2018	08/15/2018	08/15/2018		09/04/2018	128.18
5852 - Battery Service Corporation	0040920	KaneDOT; Batteries Commercial MF -1050 Cca & 9V Alkaline	Paid by EFT # 48722		08/27/2018	08/31/2018	08/31/2018		09/17/2018	409.42
3583 - Elburn NAPA Inc	694370	XX1170 **CREDIT** Inv's 694269 & 693433	Paid by EFT # 48761		08/15/2018	08/28/2018	08/28/2018		09/17/2018	(44.85)
3583 - Elburn NAPA Inc	695931	XX1170 Ignition coil, Plug wire kit, spark plugs	Paid by EFT # 48761		08/27/2018	08/30/2018	08/30/2018		09/17/2018	683.45
3583 - Elburn NAPA Inc	696258	XX1170 Brake pads for F450	Paid by EFT # 48761		08/28/2018	08/30/2018	08/30/2018		09/17/2018	80.86
3583 - Elburn NAPA Inc	696312	XX1170 brake calipers	Paid by EFT # 48761		08/29/2018	08/30/2018	08/30/2018		09/17/2018	131.66
1360 - Feece Oil Company	1761874	XX443050 Bar and chain lube	Paid by Check # 363470		08/23/2018	08/30/2018	08/30/2018		09/17/2018	183.03
1360 - Feece Oil Company	3564628	XX443050 Bulk Powertran	Paid by Check # 363471		08/23/2018	08/30/2018	08/30/2018		09/17/2018	1,805.44
7811 - FleetPride Inc	8957807	XX494 Brake drum, brake shoe kit & cor meritor	Paid by Check # 363475		08/28/2018	08/31/2018	08/31/2018		09/17/2018	517.28
7811 - FleetPride Inc	9030686	XX494 New air dryer cartridge Unit#96	Paid by Check # 363475		08/30/2018	08/31/2018	08/31/2018		09/17/2018	23.83
7811 - FleetPride Inc	8962364	#494 ABA Automatic slack adjusters	Paid by Check # 363475		08/28/2018	08/31/2018	08/31/2018		09/17/2018	221.62
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	7837	XX114123 Kit	Paid by EFT # 48900		08/16/2018	08/28/2018	08/28/2018		09/17/2018	50.59
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	8007	XX114123 Cable	Paid by EFT # 48900		08/23/2018	08/28/2018	08/28/2018		09/17/2018	96.41
11377 - Via Carlita LLC dba Hawk Ford of St. Charles	8058	XX114123 Gear	Paid by EFT # 48900		08/27/2018	08/28/2018	08/28/2018		09/17/2018	369.08



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 Totals		Invoice Transactions 22				\$6,605.54
Account 60360 - Equipment Parts/Supplies											
3583 - Elburn NAPA Inc	693002	XX1170 Oil, air filters & merconATF	Paid by EFT # 48568		08/07/2018	08/15/2018	08/15/2018		09/04/2018	95.81	
3583 - Elburn NAPA Inc	693015	XX1170 Pulley	Paid by EFT # 48568		08/07/2018	08/15/2018	08/15/2018		09/04/2018	18.42	
3583 - Elburn NAPA Inc	693378	XX1170 Fuel & air filter	Paid by EFT # 48568		08/09/2018	08/15/2018	08/15/2018		09/04/2018	137.14	
3583 - Elburn NAPA Inc	693433	XX1170 Seal	Paid by EFT # 48568		08/09/2018	08/15/2018	08/15/2018		09/04/2018	37.38	
3583 - Elburn NAPA Inc	693932	XX1170 Switch	Paid by EFT # 48568		08/13/2018	08/15/2018	08/15/2018		09/04/2018	140.91	
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	419.98	
7811 - FleetPride Inc	8612096	XX494 New air dryer cartridge	Paid by Check # 363314		08/13/2018	08/15/2018	08/15/2018		09/04/2018	23.83	
3060 - Grainger Inc	9864480331	XX 5364 Clear outer lens	Paid by EFT # 48587		08/02/2018	08/15/2018	08/15/2018		09/04/2018	76.10	
1325 - Priority Products, Inc.	925813-001	KaneDOT coupler plug & nylon air brake	Paid by Check # 363364		08/10/2018	08/15/2018	08/15/2018		09/04/2018	72.85	
1451 - Buck Brothers Inc	188372	XX782 Port Plate	Paid by Check # 363421		08/21/2018	08/28/2018	08/28/2018		09/17/2018	8.00	
1451 - Buck Brothers Inc	189662	XX782 Rim half, Hub assy bolt, & PTO shield	Paid by Check # 363421		08/30/2018	08/31/2018	08/31/2018		09/17/2018	334.47	
1451 - Buck Brothers Inc	189659	XX782 Breather & fitting	Paid by Check # 363421		08/30/2018	08/31/2018	08/31/2018		09/17/2018	71.82	
1451 - Buck Brothers Inc	189660	XX782 Switch for tractor	Paid by Check # 363421		08/30/2018	08/31/2018	08/31/2018		09/17/2018	73.86	
1451 - Buck Brothers Inc	189661	XX782 Quick coupler	Paid by Check # 363421		08/30/2018	08/31/2018	08/31/2018		09/17/2018	7.52	
3583 - Elburn NAPA Inc	694468	XX1170 Brake fluid, One-lube, U-bolt, tire foam, connector	Paid by EFT # 48761		08/16/2018	08/28/2018	08/28/2018		09/17/2018	151.36	
3583 - Elburn NAPA Inc	694508	XX1170 Seal	Paid by EFT # 48761		08/16/2018	08/28/2018	08/28/2018		09/17/2018	37.38	
3583 - Elburn NAPA Inc	694736	XX1170 Bearing cone	Paid by EFT # 48761		08/17/2018	08/28/2018	08/28/2018		09/17/2018	47.00	
3583 - Elburn NAPA Inc	694748	X1170 GOJO Fast Wipes, Tub of Towels	Paid by EFT # 48761		08/17/2018	08/28/2018	08/28/2018		09/17/2018	156.70	
3583 - Elburn NAPA Inc	695493	XX1170 Gun rebuild kit	Paid by EFT # 48761		08/23/2018	08/28/2018	08/28/2018		09/17/2018	47.83	



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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											
3583 - Elburn NAPA Inc	694958	XX1170 Bearing, fuel and oil filters	Paid by EFT # 48761		08/20/2018	08/30/2018	08/30/2018		09/17/2018	73.29	
3583 - Elburn NAPA Inc	696335	XX1170 Air filters and Ruglyde	Paid by EFT # 48761		08/29/2018	08/30/2018	08/30/2018		09/17/2018	97.28	
3583 - Elburn NAPA Inc	696597	1170; Alarm, oil filter, paint & primer	Paid by EFT # 48761		08/30/2018	08/31/2018	08/31/2018		09/17/2018	163.88	
6646 - Martin Implement Sales Inc	A64652	Kane0004 Muffler, screen, screw, plate, grease, retainer, spring	Paid by Check # 363507		08/28/2018	08/30/2018	08/30/2018		09/17/2018	49.55	
6646 - Martin Implement Sales Inc	A64716	Kane0004 Spindle, shaft seal, stud, wheel hub x-line	Paid by Check # 363507		08/30/2018	08/31/2018	08/31/2018		09/17/2018	201.56	
10210 - NAPCO Steel, Inc.	420966	KDOT; T304-2B, Stainless Steel Sheet, 48"x96"x11ga	Paid by EFT # 48849		08/20/2018	08/28/2018	08/28/2018		09/17/2018	349.95	
1325 - Priority Products, Inc.	926991	64; Washers, Locknuts, Cable Lug, Cable Ties, Tape, Union	Paid by Check # 363536		08/24/2018	08/31/2018	08/31/2018		09/17/2018	266.18	
9570 - R.N.O.W., Inc.	2018-54283	KDOT: Vac Filter - U#96	Paid by EFT # 48861		08/21/2018	08/28/2018	08/28/2018		09/17/2018	910.48	
									Account 60360 - Equipment Parts/Supplies Totals	Invoice Transactions 27	<u>\$4,070.53</u>
Account 60370 - Tools											
4526 - Fifth Third Bank	5554-CS-07/18	KDOT: Amazon,Comcast,SpeedTch,PyPal,DultMeier,iPass,Logmein,Zoro	Paid by EFT # 48573		08/06/2018	08/14/2018	08/14/2018		09/04/2018	375.85	
3060 - Grainger Inc	9882543698	XX5364 snips, cherry block, torpedo level	Paid by EFT # 48782		08/21/2018	08/30/2018	08/30/2018		09/17/2018	66.55	
3060 - Grainger Inc	9882919989	XX5364 Torpedo level	Paid by EFT # 48782		08/22/2018	08/31/2018	08/31/2018		09/17/2018	34.24	
1390 - Menards, Inc.	53407	XX0351 Ratchet anvil lopper	Paid by Check # 363510		08/21/2018	08/28/2018	08/28/2018		09/17/2018	29.99	
									Account 60370 - Tools Totals	Invoice Transactions 4	<u>\$506.63</u>
Account 60410 - Culverts											
1390 - Menards, Inc.	95269	XX0451 Discharge hose assy	Paid by EFT # 48632		08/13/2018	08/15/2018	08/15/2018		09/04/2018	25.79	
1349 - Welch Bros Inc	3019354	KAN300 Heavy cast iron frame - culverts	Paid by Check # 363391		08/08/2018	08/15/2018	08/15/2018		09/04/2018	300.00	
1349 - Welch Bros Inc	3020073	KAN300 Culverts	Paid by Check # 363563		08/14/2018	08/28/2018	08/28/2018		09/17/2018	312.31	
									Account 60410 - Culverts Totals	Invoice Transactions 3	<u>\$638.10</u>



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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 60420 - Road Material											
1011 - Curran Contracting Company	14924	XX61170 Patching mix	Paid by EFT # 48555		07/31/2018	08/15/2018	08/15/2018		09/04/2018	181.44	
7919 - LaFarge North America	709176924	KDOT; Gravel CM06	Paid by Check # 363337		08/06/2018	08/15/2018	08/15/2018		09/04/2018	129.74	
7919 - LaFarge North America	709198692	KDOT; Crushed Gravel chips	Paid by Check # 363337		08/06/2018	08/15/2018	08/15/2018		09/04/2018	245.79	
1390 - Menards, Inc.	52560	XX0351 PSI Concrete & Line w reel gold	Paid by Check # 363344		08/08/2018	08/15/2018	08/15/2018		09/04/2018	126.01	
1390 - Menards, Inc.	52637	XX0351 PSI Concrete & pothole patching	Paid by Check # 363344		08/09/2018	08/15/2018	08/15/2018		09/04/2018	480.62	
1601 - Prime Tack & Seal Co (PTS)	57475	KaneDOT; HFE-90 Patching Mix	Paid by EFT # 48655		08/08/2018	08/15/2018	08/15/2018		09/04/2018	729.10	
1601 - Prime Tack & Seal Co (PTS)	57428	KaneDOT; HFE-90 Patching Mix	Paid by EFT # 48655		08/06/2018	08/15/2018	08/15/2018		09/04/2018	738.61	
1601 - Prime Tack & Seal Co (PTS)	57541	KaneDOT; HFE-90 Patching Mix	Paid by EFT # 48655		08/10/2018	08/15/2018	08/15/2018		09/04/2018	691.06	
7699 - Builders Asphalt LLC	30356	KDOT Paching mix	Paid by Check # 363422		08/03/2018	08/28/2018	08/28/2018		09/17/2018	79.70	
1601 - Prime Tack & Seal Co (PTS)	57604	KaneDOT; HFE-90 Patching Mix	Paid by EFT # 48860		08/14/2018	08/28/2018	08/28/2018		09/17/2018	646.68	
1601 - Prime Tack & Seal Co (PTS)	57683	KaneDOT; HFE-90 Patching Mix	Paid by EFT # 48860		08/17/2018	08/28/2018	08/28/2018		09/17/2018	548.41	
1601 - Prime Tack & Seal Co (PTS)	57838	KAN250 HFE-90 Patching Mix	Paid by EFT # 48860		08/24/2018	08/31/2018	08/31/2018		09/17/2018	646.68	
									Account 60420 - Road Material Totals	Invoice Transactions 12	\$5,243.84
Account 63020 - Utilities- Intersect Lighting											
1063 - Meade Inc.	683851	18-00000-01-GM; EMC-TrafSgnt PowerSupply Big Timber & Tyrell	Paid by EFT # 48836		07/31/2018	08/30/2018	08/30/2018		09/17/2018	11,000.00	
1063 - Meade Inc.	683852	18-00000-01-GM; EMC-TrafSgnLtMaint Web Power Switch 7	Paid by EFT # 48836		07/31/2018	08/30/2018	08/30/2018		09/17/2018	3,269.45	
1063 - Meade Inc.	687034	18-00000-01-GM; EMC-TrafSgnLtMaint Srvs for July 2018	Paid by EFT # 48836		08/09/2018	08/30/2018	08/30/2018		09/17/2018	45,799.93	
									Account 63020 - Utilities- Intersect Lighting Totals	Invoice Transactions 3	\$60,069.38
									Sub-Department 524 - Motor Fuel Local Option Totals	Invoice Transactions 85	\$806,471.16
									Department 520 - Transportation Totals	Invoice Transactions 85	\$806,471.16
									Fund 304 - Motor Fuel Local Option Totals	Invoice Transactions 85	\$806,471.16



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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											
1017 - Alfred Benesch & Co	4/121938	13-00215-30-PV; LngMdw,SecD,Rt25 to Rt62.P3 6/1/18- 6/30/18	Paid by EFT # 48505		07/20/2018	08/15/2018	08/15/2018		09/04/2018	41,872.52	
1142 - Baxter & Woodman Inc	1-2018-275	16-00115-02-BR; SilverGlenOtter.P2 07/20/18-08/11/18	Paid by EFT # 48518		08/15/2018	08/16/2018	08/16/2018		09/04/2018	10,445.41	
1142 - Baxter & Woodman Inc	1-2018-1369	14-00288-01-PV; BlissMainFabyan.P2 06/12/18-07/31/18	Paid by Check # 363412		08/13/2018	08/27/2018	08/27/2018		09/17/2018	10,805.59	
11410 - CDM Smith Inc.	9-2017-2975	08-00286-01-ES; LngMdwBr.TollBridge.P 1,TrafStudy 7/1/18- 7/28/18	Paid by EFT # 48733		08/14/2018	08/27/2018	08/27/2018		09/17/2018	20,711.10	
6760 - Jacobs Engineering	WTXU0300-06	17-00215-21-ES; Longmdw.TollBridge, OperMntStdy 6/30/18- 7/27/18	Paid by Check # 363489		08/21/2018	08/27/2018	08/27/2018		09/17/2018	6,480.00	
1158 - Patrick Engineering Inc	9-2017-2906	16-00477-00-SP; Kirk56CherryLane.P2 07/01/18-07/31/18	Paid by EFT # 48853		08/17/2018	08/27/2018	08/27/2018		09/17/2018	24,132.72	
5563 - WBK Engineering, LLC	19353	15-00342-01-CH; KirkPine.P2 05/27/18- 07/28/18	Paid by EFT # 48910		08/14/2018	08/27/2018	08/27/2018		09/17/2018	3,002.26	
5563 - WBK Engineering, LLC	19366	17-00481-00-BR; 2017StructSrcv.P2 07/01/18 - 08/25/18	Paid by EFT # 48910		08/29/2018	09/04/2018	09/04/2018		09/17/2018	14,651.22	
									Account 50140 - Engineering Services Totals	Invoice Transactions 8	\$132,100.82
Account 73000 - Road Construction											
9501 - Homer Tree Service, Inc.	1-2017-557	16-00215-31-PV; LngMdwDTree.Cnst;RO W Prep 01/01/18- 02/13/18	Paid by EFT # 48794		02/13/2018	08/31/2018	08/31/2018		09/17/2018	41,579.00	
									Account 73000 - Road Construction Totals	Invoice Transactions 1	\$41,579.00
Account 74010 - Highway Right of Way											
1614 - ALDI Inc	072518-ALDI	11-00201-04-CH 0007&0007TE-A TE-B Fabyan Pkwy Intersect	Paid by Check # 363267		07/25/2018	08/23/2018	08/23/2018		09/04/2018	435,000.00	
11840 - Geneva Enterprise LLC	072618-GE	11-00201-04-CH 0006 & 0006TE Kirk Rd Fabyan Pkwy	Paid by Check # 363318		07/26/2018	08/23/2018	08/23/2018		09/04/2018	463,000.00	



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

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										
11841 - Salternative LLC	082318-Salt	11-00201-04-CH Kirk at Fabyan Pkwy Intersect imp	Paid by Check # 363371		08/23/2018	08/23/2018	08/23/2018		09/04/2018	1,300.00
11831 - Bravo Company Engineering Inc	180034	94-00215-01-BR; LongMdw.ROWAQ; R-91-020-02, Parcel 1LN0047	Paid by EFT # 48726		08/06/2018	08/27/2018	08/27/2018		09/17/2018	8,818.80
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	108578	94-00215-01-BR; LongMeadow.ROW; 1LN0047, Prof Svc 6/1/18-6/28/18	Paid by Check # 363523		06/30/2018	08/27/2018	08/27/2018		09/17/2018	542.50
11101 - Walker Wilcox Matousek, LLP	136170	94-00215-01-BR; LongMeadow.ROWAQ; 1LN0100, 06/25/18 Legal Svc	Paid by Check # 363561		07/18/2018	08/27/2018	08/27/2018		09/17/2018	200.00
3491 - Wheatland Title Guaranty Co	593614	94-00215-01-BR; LongMeadow.ROWAQ, 1LN0100 , Later Date Title Com	Paid by Check # 363566		06/20/2018	08/27/2018	08/27/2018		09/17/2018	75.00
							Account 74010 - Highway Right of Way Totals		Invoice Transactions 7	\$908,936.30
							Sub-Department 527 - Transportation Sales Tax Totals		Invoice Transactions 16	\$1,082,616.12
							Department 520 - Transportation Totals		Invoice Transactions 16	\$1,082,616.12
							Fund 305 - Transportation Sales Tax Totals		Invoice Transactions 16	\$1,082,616.12
Fund 540 - Transportation Capital										
Department 520 - Transportation										
Sub-Department 525 - Transportation Capital										
Account 50140 - Engineering Services										
1233 - Crawford Murphy & Tilly Inc (CMT)	60-2013-1895	13-00215-20-BR; LongMeadow-Sec C Eng, 5/26/18-6/30/18	Paid by EFT # 48747		07/06/2018	08/27/2018	08/27/2018		09/17/2018	56,831.62
							Account 50140 - Engineering Services Totals		Invoice Transactions 1	\$56,831.62
							Sub-Department 525 - Transportation Capital Totals		Invoice Transactions 1	\$56,831.62
							Department 520 - Transportation Totals		Invoice Transactions 1	\$56,831.62
							Fund 540 - Transportation Capital Totals		Invoice Transactions 1	\$56,831.62



Transportation Accounts Payable by GL Distribution

Payment Date Range 09/01/18 - 09/30/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 554 - Southwest Impact Fees										
Department 520 - Transportation										
Sub-Department 554 - Southwest Impact Fees										
Account 50140 - Engineering Services										
1648 - Transystems Corporation	3339591-2	15-00277-01-BR; DaubRt30Granart.P2 07/28/180-008/24/18	Paid by Check # 363555		08/31/2018	09/06/2018	09/06/2018		09/17/2018	13,613.59
							Account 50140 - Engineering Services Totals	Invoice Transactions 1		\$13,613.59
							Sub-Department 554 - Southwest Impact Fees Totals	Invoice Transactions 1		\$13,613.59
							Department 520 - Transportation Totals	Invoice Transactions 1		\$13,613.59
							Fund 554 - Southwest Impact Fees Totals	Invoice Transactions 1		\$13,613.59
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	38 (18-171)	11-00201-04-CH;[NR] Fabyan Pkwy/Kirk- Eng,P2 07/01/18- 07/26/18	Paid by EFT # 48892		08/16/2018	08/27/2018	08/27/2018		09/17/2018	16,327.33
							Account 50140 - Engineering Services Totals	Invoice Transactions 1		\$16,327.33
Account 74010 - Highway Right of Way										
11851 - Cobblestone Investments LLC	090518-0011TE	11-00201-04-CH; Kirk@Fabyan.ROW; Intersect Improv-Parcel 0011TE	Paid by Check # 363443		09/05/2018	09/05/2018	09/05/2018		09/17/2018	8,500.00
							Account 74010 - Highway Right of Way Totals	Invoice Transactions 1		\$8,500.00
							Sub-Department 555 - Tri-Cities Impact Fees Totals	Invoice Transactions 2		\$24,827.33
							Department 520 - Transportation Totals	Invoice Transactions 2		\$24,827.33
							Fund 555 - Tri-Cities Impact Fees Totals	Invoice Transactions 2		\$24,827.33
Fund 558 - North Impact Fees										
Department 520 - Transportation										
Sub-Department 558 - North Impact Fees										
Account 50140 - Engineering Services										
1287 - Civiltech Engineering Inc	3227-07	16-00215-11-PV; LongmdwB2.P3, 06/30/18-07/27/18	Paid by Check # 363442		08/14/2018	08/27/2018	08/27/2018		09/17/2018	110,785.01
							Account 50140 - Engineering Services Totals	Invoice Transactions 1		\$110,785.01
							Sub-Department 558 - North Impact Fees Totals	Invoice Transactions 1		\$110,785.01
							Department 520 - Transportation Totals	Invoice Transactions 1		\$110,785.01
							Fund 558 - North Impact Fees Totals	Invoice Transactions 1		\$110,785.01
							Grand Totals	Invoice Transactions 196		\$2,346,057.01

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

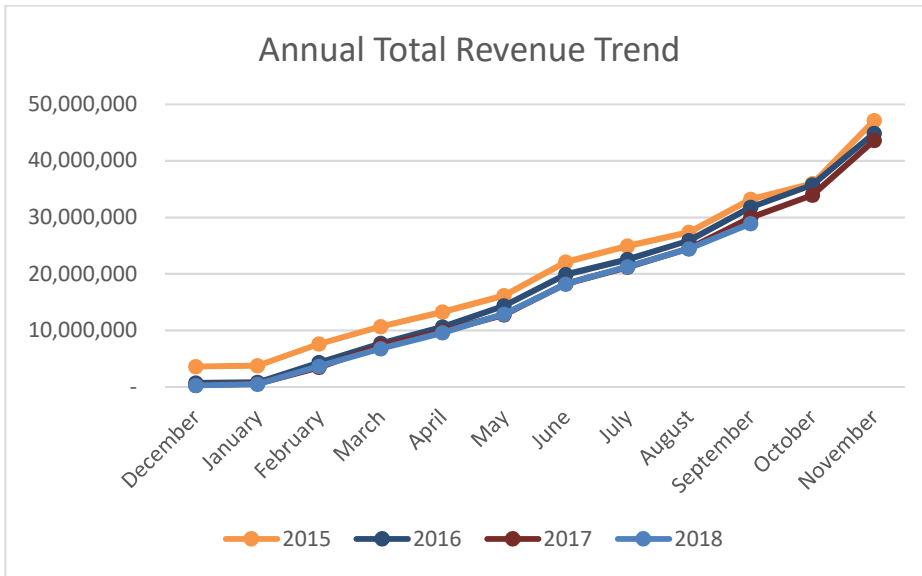
TRANSPORTATION

Transaction Date	Merchant Name	Additional Information	Transaction Amount
10/02/2018	QBZ REPAIR	QBZ REPAIR	99.95
10/02/2018	PAYPAL CARID.COM	PAYPAL CARID.COM	431.58
10/01/2018	FIRESTONE322746	FIRESTONE322746	89.99
09/29/2018	LOGMEIN GOTOMEETING	LOGMEIN GOTOMEETING	49.00
09/28/2018	AMERICAN PUBLIC WORKS	AMERICAN PUBLIC WORKS	35.00
09/28/2018	AMERICAN PUBLIC WORKS	AMERICAN PUBLIC WORKS	20.00
09/28/2018	AMERICAN PUBLIC WORKS	AMERICAN PUBLIC WORKS	40.00
09/20/2018	DUTEK HOSE	DUTEK HOSE	322.00
09/20/2018	BEST BUY MHT 00006072	BEST BUY MHT 00006072	139.98
09/19/2018	IL TOLLWAY AUTO REPLEN	IL TOLLWAY AUTO REPLEN	20.00
09/17/2018	PAYPAL DATUMMANIFO	PAYPAL DATUMMANIFO	150.19
09/14/2018	CITY CLUB OF CHICAGO	CITY CLUB OF CHICAGO	50.00
09/12/2018	AMER SOC CIVIL ENGINEE	AMER SOC CIVIL ENGINEE	310.00
09/07/2018	AMZN MKTP US	AMZN MKTP US	588.58
09/08/2018	COMCAST CHICAGO	COMCAST CHICAGO	29.73
09/06/2018	MONSTER WORLDWIDE I	MONSTER WORLDWIDE I	300.00
09/05/2018	DRI MICROSOFT HUP	DRI MICROSOFT HUP	10.57
09/04/2018	QBZ REPAIR	QBZ REPAIR	99.95
		Department Total	\$ 2,786.52
		Committee Total	\$ 2,786.52

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

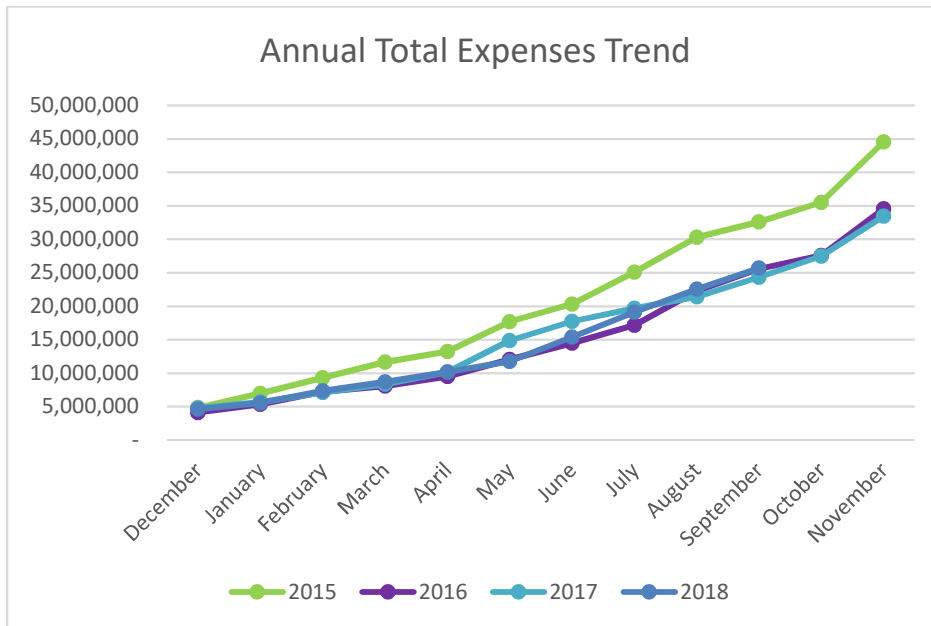
FY18

- **Total Revenue** - \$28,936,326; representing 35.41% of FY18 budgeted new revenues.



Revenue Budget <i>in millions</i>	
2015	\$46.44
2016	\$40.99
2017	\$84.79
2018	\$81.72

- **Total Expenses** – \$25,697,116; 22.06% of FY18 budgeted expenses.



Expense Budget <i>in millions</i>	
2015	\$74.16
2016	\$60.46
2017	\$98.55
2018	\$116.47

- **Accounts Receivable** – \$421,765; 71% 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
September 30, 2018**

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
2017 On-Call Engineering Services (Burke)(17-00482-00-ES)	2017-00002389	Christopher B. Burke Engineering, Ltd.	300 - County Highway	350,000	268,174	81,826
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
	2016-00001103	Union Pacific Railroad Company	302 - Motor Fuel Tax	68,552	10,310	58,242
Annual Bridge Inspections	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	338,882	62,428
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	128,598	49,604
Bliss/Fabyan/Main (14-00288-01-PV)	2018-00001369	Baxter & Woodman Inc	305 - Transportation Sales Tax	796,871	37,170	759,701
Bunker Road from Keslinger Road to La Fox Road (14-00275-01-P)	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	138,343	12,573
Burlington Road at IL 47 (07-00357-00-CH)	2015-00002940	State of IL Treasurer-IDOT	551 - Campton Hills Impact Fee	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	1,147,548	41,203
	2018-00001371	Transystems Corporation	554 - Southwest Impact Fees	735,220	15,482	719,738
	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
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	48,345	51,655
	2017-00003132	Applied Ecological Services	304 - Motor Fuel Local Option	300,000	21,046	278,954
	2018-00000877	Muller & Muller, Ltd	300 - County Highway	24,500	-	24,500
	2018-00001020	Rubino Engineering, Inc.	304 - Motor Fuel Local Option	150,000	28,360	121,640
	2018-00001022	Hampton Lenzini & Renwick, Inc. (HLR)	304 - Motor Fuel Local Option	100,000	6,373	93,627
	2018-00001251	WBK Engineering, LLC	300 - County Highway	29,000	-	29,000
Fabyan Parkway at IL 31 (18-00493-00-SP)	2018-00002092	Peralte-Clark LLC	305 - Transportation Sales Tax	232,889	-	232,889
Fabyan Parkway at Kirk Road (11-00201-04-CH)	2015-00000087	Thomas Engineering Group, LLC	555 - Tri-Cities Impact Fees	628,575	618,517	10,058
	2018-00001952	CIORBA Group Inc	305 - Transportation Sales Tax	710,682	-	710,682
Fabyan Parkwy Over Fox River (17-00479-00-BR)	2017-00002625	Stanley Consultants Inc	304 - Motor Fuel Local Option	403,808	221,614	182,194
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	11,473	211,527
Huntley Road at Galligan Road (08-00112-00-CH)	2018-00001368	State of IL Treasurer-IDOT	552 - Greater Elgin Impact Fees	417,439	61,188	356,251
I88 IL47 Interchange (15-00466-00-GS)	2018-00001606	ISHTA (Illinois State Highway Tollway Authority)	305 - Transportation Sales Tax	2,500,000	-	2,500,000
Impact Fee Program	2015-00002082	CH2M Hill, Inc.	300 - County Highway	172,154	148,397	23,757
Kirk Road - PCC Patching - 2018 (18-00000-06-GM)	2018-00001847	A Lamp Concrete Contractors Inc	304 - Motor Fuel Local Option	129,660	-	129,660
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 IL56 to Cherry Lane (16-00477-00-SP)	2017-00002906	Patrick Engineering Inc	305 - Transportation Sales Tax	272,840	172,775	100,065
Kirk Road Over Union Pacific RR (12-00192-04-BR)	2013-00001404	Strand Associates Inc	305 - Transportation Sales Tax	1,137,627	1,001,832	135,795
Kirk Road over UPRR Bridge Deck Repairs (18-00192-06-BR)	2018-00001951	Areatha Construction Co., Inc.	304 - Motor Fuel Local Option	199,795	-	199,795
Longmeadow (D) Tree Clearing Improvement (16-00215-31-PV)	2017-00000557	Homer Tree Service, Inc.	305 - Transportation Sales Tax	51,579	41,579	10,000
Longmeadow Parkway (C3) - Route 25 Improvements (18-00215-2)	2018-00001926	Clark Dietz Inc	540 - Transportation Capital	599,820	-	599,820
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
	2017-00002975	CDM Smith Inc.	305 - Transportation Sales Tax	488,729	450,593	38,136
	2018-00000276	Jacobs Engineering	305 - Transportation Sales Tax	160,000	123,710	36,290
Longmeadow Pkwy (B-1) - Randall to White Chapel (13-00215-10-F)	2013-00001894	Bollinger, Lach & Associates Inc	540 - Transportation Capital	1,913,733	1,911,713	2,020
	2016-00001493	V3 Companies of Illinois Ltd	305 - Transportation Sales Tax	1,199,680	1,165,703	33,977
	2017-00001083	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	1,615,351	988,025	627,327

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

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-	2017-00002907	Civiltech Engineering Inc	558 - North Impact Fees	2,271,940	664,626	1,607,314
	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
	2018-00000273	State of IL Treasurer-IDOT	558 - North Impact Fees	924,718	788,086	136,632
	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	1,247,830	106,315
	2018-00001954	ComEd	305 - Transportation Sales Tax	305,000	152,500	152,500
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	205,351	544,553
	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 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	326	1,184
	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	37	963
	2017-00003058	Toshiba Business Solutions, Inc.	300 - County Highway	1,000	273	727
	2018-00000001	Jaeger	300 - County Highway	48,000	36,000	12,000
	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	146,557	78,443
	2018-00000066	Waste Management of Illinois - West	300 - County Highway	5,600	3,483	2,117
	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	2,165	2,080
	2018-00000230	irth Solutions, LLC (Bytronics)	300 - County Highway	3,000	1,571	1,430
	2018-00000285	Impact Networking, LLC	300 - County Highway	720	607	113
	2018-00000286	Impact Networking, LLC	300 - County Highway	480	292	188
	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	1,308	672
	2018-00000342	Eco-Clean Maintenance, Inc.	300 - County Highway	18,651	13,988	4,663
	2018-00000343	Ready Refresh by Nestle (Ice Mountain)	300 - County Highway	2,604	2,352	252
	2018-00000713	CDW Government LLC	300 - County Highway	150	-	150
	2018-00000772	Priority Products, Inc.	300 - County Highway	2,000	1,682	318
	2018-00000833	Waste Management of Illinois - West	300 - County Highway	5,000	4,101	899
	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
	2018-00000932	LaFarge North America	300 - County Highway	6,475	2,161	4,314
	2018-00001061	Vista Training Inc	300 - County Highway	3,950	-	3,950
	2018-00001224	Geneva Construction Company	300 - County Highway	225,000	172,013	52,987
	2018-00001345	Farnsworth Group Inc	300 - County Highway	11,705	8,779	2,926
	2018-00001748	Bean's Farm Landscape Supply	300 - County Highway	495	-	495
	2018-00001792	Airgas North Central, Inc.	300 - County Highway	191	-	191
2018-00001806	Southern Computer Warehouse (SCW)	300 - County Highway	977	-	977	
2018-00001921	Connor Company	300 - County Highway	254	-	254	
2018-00001981	Warehouse Direct Office Products	300 - County Highway	1,424	219	1,205	
2018-00002107	HP Products A Ferguson Enterprise	300 - County Highway	779	-	779	
2018-00002113	TAPCO (Traffic & Parking Control Co, Inc.)	300 - County Highway	1,755	-	1,755	
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	1,584	516	
2018-00000146	Cargill Incorporated (Cargill Deicing Technology	304 - Motor Fuel Local Option	588,506	588,496	10	

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

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2018-0000738	Curran Contracting Company	304 - Motor Fuel Local Option	4,800	2,303	2,497
	2018-0000831	Ketone Automotive, Inc.	304 - Motor Fuel Local Option	8,000	5,735	2,265
	2018-0000932	LaFarge North America	304 - Motor Fuel Local Option	7,575	2,770	4,805
	2018-0000973	Prime Tack & Seal Co (PTS)	304 - Motor Fuel Local Option	22,190	9,164	13,026
	2018-00001303	Cintas Corporation	304 - Motor Fuel Local Option	7,100	6,169	931
	2018-00001330	DeKane Equipment Corp	304 - Motor Fuel Local Option	4,994	-	4,994
	2018-00001595	Treadstone Tire Recycling LLC (Recycled Rubber)	304 - Motor Fuel Local Option	480	301	180
	2018-00001798	Old Dominion Brush Company	304 - Motor Fuel Local Option	490	-	490
	2018-00001910	Lorchem Technologies, Inc.	304 - Motor Fuel Local Option	4,589	-	4,589
	2018-00001925	Gitter Sommers Sales, LLC	304 - Motor Fuel Local Option	1,123	-	1,123
	2018-00001927	Feece Oil Company	304 - Motor Fuel Local Option	4,500	1,036	3,464
	2018-00001941	Transchicago Truck Group & Northwest Ford	304 - Motor Fuel Local Option	614	-	614
	2018-00001955	Kennametal Inc.	304 - Motor Fuel Local Option	7,571	-	7,571
	2018-00000006	Battery Service Corporation	304 - Motor Fuel Local Option	5,000	2,923	2,077
	2018-00000007	Priority Products, Inc.	304 - Motor Fuel Local Option	14,500	10,874	3,626
	2018-00000008	Elburn NAPA Inc	304 - Motor Fuel Local Option	9,000	6,648	2,352
	2018-00000009	Elburn NAPA Inc	304 - Motor Fuel Local Option	15,000	15,001	(1)
	2018-0000886	Pomps Tire Service Inc	304 - Motor Fuel Local Option	4,500	1,728	2,772
	2018-00001957	Elburn NAPA Inc	304 - Motor Fuel Local Option	4,500	813	3,687
On-Call Land Acquisition Negotiation Services	2018-00001953	Jensen Right of Way Associates Inc	300 - County Highway	150,000	-	150,000
Pavement Management System	2016-00000694	Applied Research Associates Inc	300 - County Highway	194,700	191,449	3,251
Pavement Marking	2017-00001598	Precision Pavement Markings, Inc.	304 - Motor Fuel Local Option	310,071	150,886	159,185
	2018-00001226	Precision Pavement Markings, Inc.	304 - Motor Fuel Local Option	483,273	48,480	434,793
	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	3,630,472	5,753,452
Peck Road at Bricher Road	2018-00001845	Crawford Murphy & Tilly Inc (CMT)	305 - Transportation Sales Tax	303,228	-	303,228
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	327,853	270,928
Randall Over UPRR & Tyler Creek (13-00176-02-BR)	2013-00002766	HR GREEN Inc (formerly SEC GROUP Inc)	305 - Transportation Sales Tax	275,333	242,830	32,503
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 Ferson Creek Joint Repair (16-00478-00-BR)	2018-00001608	Martam Construction Inc	304 - Motor Fuel Local Option	254,292	-	254,292
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
Randall Road from Huntley Road to Big Timber Rd (14-00441-00-T)	2018-00001846	Alfred Benesch & Co	305 - Transportation Sales Tax	609,100	-	609,100
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)	2018-00000275	Baxter & Woodman Inc	305 - Transportation Sales Tax	227,560	79,720	147,840
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-PR)	2013-00001999	State of IL Treasurer-IDOT	555 - Tri-Cities Impact Fees	609,442	-	609,442
Stearns Corridor Traffic System (11-00214-00-TL)	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	217,790	128,970
Stg3-HSIP Randl North Cnty Line Silver Glen (14-00436-00-SP)	2014-00002605	Hanson Professional Services Inc	540 - Transportation Capital	298,704	290,192	8,512
Structural Services - 2017 (17-00481-00-BR)	2017-00002624	WBK Engineering, LLC	305 - Transportation Sales Tax	341,666	200,629	141,037
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
	2018-00001607	Thomas Engineering Group, LLC	304 - Motor Fuel Local Option	300,000	-	300,000
Traffic Signal & Light Maintenance	2017-00002908	Meade Inc.	304 - Motor Fuel Local Option	1,639,755	577,267	1,062,488
Traffic Signal Operation Management Services (TSOM)	2015-00002950	P B Americas, Inc. (Parsons Brinckerhoff)	300 - County Highway	1,091,143	758,693	332,450

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

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount
						Remaining
Walker Road Over Burlington Creek (08-00133-01-BR)	2015-0000338	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	142,613	31,387
	2018-00000280	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	312,677	130,984	181,693
Total				69,460,954	30,164,099	39,296,856

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

	Beginning Fund Balance	M-T-D Revenues	Y-T-D Revenues	M-T-D Expenses	Y-T-D Expenses	Fund Balance	Contractual Obligations	Debt Service Obligations	Fund Balance Less Obligations	A/R
Special Revenue Funds										
300 - County Highway	\$ 11,335,739	\$ 1,406,399	\$ 4,712,830	\$ 473,857	\$ 4,454,607	\$ 11,593,962	\$ 1,593,562		\$ 10,000,400	\$ 35,554
301 - County Bridge	496,461	84,722	296,928	-	367,223	426,167	63,234		362,932	15,832
302 - Motor Fuel Tax	15,535,283	567,562	4,524,784	195,944	6,363,626	13,696,440	4,820,785	6,989,238	1,886,418	-
303 - County Highway Matching	196,947	17,618	56,068	-	33,622	219,392	33,648		185,744	
304 - Motor Fuel Local Option	20,109,846	820,232	6,702,741	1,853,980	6,108,097	20,704,490	11,243,050	171,145	9,290,295	5,810
<i>Special Revenue Funds Subtotal:</i>	<i>\$ 44,722,625</i>	<i>2,896,532</i>	<i>16,293,351</i>	<i>2,523,781</i>	<i>17,327,174</i>	<i>46,640,452</i>	<i>17,754,280</i>	<i>7,160,382</i>	<i>21,725,790</i>	<i>57,196</i>
	\$ -		-							
<i>Special Revenue Funds Subtotal:</i>	<i>\$ 47,674,276</i>	<i>\$ 2,896,532</i>	<i>\$ 16,293,351</i>	<i>\$ 2,523,781</i>	<i>\$ 17,327,174</i>	<i>\$ 46,640,452</i>	<i>\$ 17,754,280</i>	<i>\$ 7,160,382</i>	<i>\$ 21,725,790</i>	<i>\$ 57,196</i>
Restricted Capital Funds										
305 - Transportation Sales Tax	\$ 29,400,743	\$ 1,413,984	\$ 10,517,344	\$ 310,093	\$ 4,378,196	\$ 35,539,891	\$ 15,776,836		\$ 19,763,055	\$ 213,707
540 - Transportation Capital	3,957,630	-	208,534	50,162	1,702,558	2,463,606	2,134,222		329,384	150,863
<i>Restricted Capital Funds Subtotal:</i>	<i>\$ 33,358,373</i>	<i>\$ 1,413,984</i>	<i>\$ 10,725,878</i>	<i>\$ 360,255</i>	<i>\$ 6,080,754</i>	<i>\$ 38,003,497</i>	<i>\$ 17,911,058</i>	<i>\$ -</i>	<i>\$ 20,092,440</i>	<i>\$ 364,570</i>
Impact Fee Funds										
550 - Aurora Area Impact Fees	\$ 691,265	\$ -	\$ 30,597	\$ -	\$ 51,059	\$ 670,803	\$ -		\$ 670,803	
551 - Campton Hills Impact Fees	1,014,756	-	10,433	-	-	1,025,189	39,107		986,082	
552 - Greater Elgin Impact Fees	1,129,948	-	40,705	43,012	217,790	952,863	485,221		467,642	
553 - Northwest Impact Fees	330,093	-	17,278	-	-	347,371	-		347,371	
554 - Southwest Impact Fees	777,423	-	50,126	13,614	15,482	812,067	719,738		92,330	
555 - Tri-Cities Impact Fees	1,451,643	-	32,425	13,575	161,353	1,322,714	619,500		703,215	-
556 - Upper Fox Impact Fees	1,063,301	-	36,584	-	462,359	637,526	-		637,526	
557 - West Central Impact Fees	65,009	-	6,335	-	-	71,344	-		71,344	
558 - North Impact Fees	2,295,361	15,074	694,563	134,259	875,361	2,114,564	1,743,947		370,617	
559 - Central Impact Fees	2,248,920	166,628	605,838	-	104,000	2,750,757	-		2,750,757	
560 - South Impact Fees	3,338,379	1,249	392,214	63,800	401,784	3,328,809	24,007		3,304,803	
<i>Impact Fee Funds Subtotal:</i>	<i>\$ 14,406,099</i>	<i>\$ 182,950</i>	<i>\$ 1,917,098</i>	<i>\$ 268,259</i>	<i>\$ 2,289,188</i>	<i>\$ 14,034,009</i>	<i>\$ 3,631,519</i>	<i>\$ -</i>	<i>\$ 10,402,491</i>	<i>\$ -</i>
Grand Total:	\$ 95,438,748	\$ 4,493,466	\$ 28,936,326	\$ 3,152,295	\$ 25,697,116	\$ 98,677,959	\$ 39,296,856	\$ 7,160,382	\$ 52,220,721	\$ 421,765

KANE COUNTY DIVISION OF TRANSPORTATION

Maintenance Department

Maintenance Activities

- 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: OCTOBER

1. Elgin Breakfast Rotary Club - Randall Rd. from US Route 20 to Highland Ave.
(1.0 mile - east side)

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>Applicant (New)</u>	<u>Road</u>	<u>Distance</u>
Elgin Breakfast Rotary Club	Randall Rd. - US Route 20 to Highland Ave.	1.00 mile (east side)

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 November 13, 2018.

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

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

Vote:

18-11 Adopt-A-Highway



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Purchase of Two (2) 2018 Tandem Axle Truck Cab and Chassis for Kane County Division of Transportation

Committee Flow: Transportation Committee, Administration Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$151,000.00
If not budgeted, explain funding source: N/A	

Summary:

Vehicle Description: Two (2) 2017 Tandem Truck, Cab & Chassis

Vendor: Rush International

Purchase Price: \$198,000

(\$99,000 each - less trade-in of \$47,000) NET COST = \$151,000

Trade-In Trucks: 1 - 2004 Sterling Tandem Axle Dump Truck (Vehicle No. 6)

1 - 2004 Sterling Tandem Axle Dump Truck (Vehicle No. 35)

Trade-In Value: \$47,000(\$23,500 Unit 6 / \$23,500 Unit 35)

Comment: These plow trucks will replace 2 current plow trucks. Normal replacement of this type of vehicle is every 13 to 15 years. Replacement is based on age, mileage, dependability and maintenance cost. The lowest acceptable bid was from Rush International. Please refer to bid tab. These vehicles are included in the FY2019 Transportation Budget and meet County vehicle replacement requirements. Staff requests committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING PURCHASE OF TWO (2) 2018 TANDEM AXLE TRUCK CAB AND CHASSIS FOR KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, bids have been solicited and received for two (2) 2019 truck cab and chassis (hereinafter the "Vehicles") to replace Trucks No. 6 and No. 35 of the Division of Transportation; and

WHEREAS, Rush Truck Centers of Illinois dba Rush Truck Center Chicago, 4655 S. Central Avenue, Chicago, Illinois 60638 was the low bidder for the Vehicles at One Hundred Ninety Eight Thousand Dollars (\$198,000.00) less the following trade-in amounts: \$23,500.00 for existing Truck No. 6 and \$23,500.00 for existing Truck No. 35 for a total amount of One Hundred Fifty One Thousand Dollars (\$151,000.00) to be paid for the Vehicles with the trade-ins.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bid for said Vehicles from Rush Truck Centers of Illinois dba Rush Truck Center Chicago, 4655 S. Central Avenue, Chicago, Illinois 60638 in the amount One Hundred Fifty One Thousand Dollars (\$151,000.00) with the afore described trade-ins be accepted and that the County of Kane purchase said Vehicles from Rush Truck Centers of Illinois dba Rush Truck Center Chicago, 4655 S. Central Avenue, Chicago, Illinois 60638 ; payment therefor to be made from the County Highway Fund #300, Line Item #70070 (Automotive Equipment).

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?
300.520.520.70070	Automotive Equipment	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 TruckCabChassis



Rush Truck Centers | 555 IH35 South, New Braunfels, TX 78130 | (830) 302-5200

October 4, 2018

Purchasing Department – Kane County
719 S. Batavia Avenue, Bldg. A
Geneva, IL 60134

RE: Contractor Disclosure Statement

To Whom It May Concern:

Below please find listed our company information, as requested:

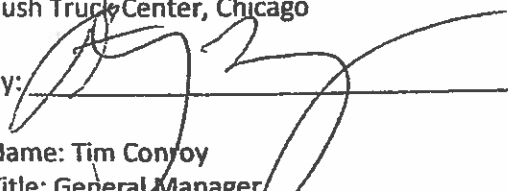
Ownership: Rush Truck Centers of Illinois, Inc. is a Delaware corporation registered with the Illinois Secretary of State to transact business in the state of Illinois. Rush Truck Centers of Illinois, Inc. is a wholly owned subsidiary of Rush Enterprises, Inc., a publicly traded company whose stock trades on the NASDAQ stock market under the symbols RUSHA and RUSHB.

Rush has not made any donations to any Kane County elected official in the previous 12 months.

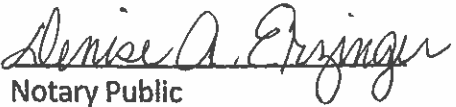
The above information is true and correct.

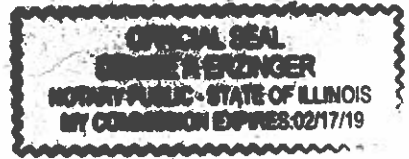
If you have any questions, please contact me at (847) 802-5804.

Rush Truck Centers of Illinois, Inc. dba
Rush Truck Center, Chicago

By: 
Name: Tim Conroy
Title: General Manager
Date: 10-5-18

Subscribed and sworn to me this 5th day of October, 2018.


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



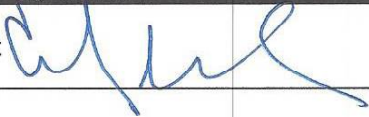
SEPTEMBER 19, 2018 BID OPENING

TWO (2) TANDEM AXLE TRUCK CAB & CHASSIS

<u>BIDDER</u>	<u>COST EACH</u>	<u>TOTAL TRADE AMT</u>	<u>TOTAL NET COST</u>
<u>RUSH IH</u>	<u>\$99,000.00</u>	<u>\$47,000.00</u>	<u>\$151,000.00</u>
<u>TRANSHICAGO</u>	<u>\$100,957.00</u>	<u>\$40,000.00</u>	<u>\$161,914.00</u>
<u>JX PETERBUILT</u>	<u>\$143,536.00</u>	<u>\$36,000.00</u>	<u>\$251,072.00</u>

Kane County Vehicle Request Form

Section 1 – Department Information			
Department: Transportation	Division: Maintenance	Date: 9/14/2018	
Address: 41w011 Burlington rd	City: St Charles	Zip Code: 60175	
Department Contact Person: Bill Edwards	Title: Maintenance Superintendent		
Telephone: 6305841170	email: edwardsbill@co.kane.il.us		
Section 2 – Current Vehicle Information			
This request is to: <input checked="" type="checkbox"/> Replace an existing vehicle OR <input type="checkbox"/> Add a new vehicle to the fleet			
Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Vehicle being replaced:	Year: 2004	Make: Sterling	Model: LT8513
Vehicle Type: 6	V.I.N. #: 2FZHAWAK64AM32835	Current Mileage: 95488	
Original Purchase Price: \$158,620	Current Estimated Fuel Efficiency (miles per gallon): 7		
Section 3 – Requested Vehicle			
What will be the primary use of this vehicle?			
<input type="checkbox"/> Transportation of people Number of people:			
<input type="checkbox"/> Emergency response			
<input checked="" type="checkbox"/> Transportation of equipment, materials, or supplies (explain below)			
<input checked="" type="checkbox"/> Transportation of both people and equipment, materials, or supplies (explain below)			
<input type="checkbox"/> Other			
Please explain the selection from the previous question			
Snowplow truck			
Is this vehicle authorized for take-home use? <input type="checkbox"/> Yes (explain below) <input checked="" type="checkbox"/> No			
Vehicle will be assigned to: <input type="checkbox"/> Specific Individual <input checked="" type="checkbox"/> Work Group or Crew <input type="checkbox"/> Motor Pool or Shared Use			
How often will this vehicle be used: <input type="checkbox"/> Multiple 8 hour shifts per day <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Pool Car			
Primary parking location of the requested vehicle: KDOT facility			
Type of Vehicle Requested			
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Package <input type="checkbox"/> Special Equipment		
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2 <input type="checkbox"/> Special Equipment		
Additional justification required for all SUV requests – please attach separate justification narrative			
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger		<input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton		<input type="checkbox"/> Special Equipment

<input type="checkbox"/> Pickup	<input type="checkbox"/> Compact <input type="checkbox"/> 1/2-ton <input type="checkbox"/> 3/4-ton <input type="checkbox"/> 1-ton	<input type="checkbox"/> 4x4 <input checked="" type="checkbox"/> 4x2	<input checked="" type="checkbox"/> Standard Cab <input type="checkbox"/> Extended Cab <input type="checkbox"/> Crew Cab	<input type="checkbox"/> Short Box <input type="checkbox"/> Long Box	<input checked="" type="checkbox"/> Special Equipment
Fuel Type (Choose One): <input type="checkbox"/> Gasoline <input type="checkbox"/> Gasoline/Electric Hybrid <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Flex-Fuel (E-85)					
Projected average monthly mileage: 1000 in season					
Fuel efficiency of replacement vehicle (miles per gallon - city and highway): 5					
Is the vehicle(s) to be purchased from the Illinois state public bid list? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, why not? We have our own specs to meet our own requirements for our operations					
When not in use, can this vehicle be used by other County employees outside department / office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (explain below)					
KDOT vehicle					
Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested. Snow/ice removal operations require front plow, side plow, salt dispersing body, warning lights.					
Section 4 – Signatures					
Requesting Department Director's / Elected Officer's Signature: 					Date: 9.14.18
Fleet Manager's Signature: <i>Bill Edwards</i>					Date: 9/14/18
Request <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied					
Reason for denial:					

Replacement Guidelines Calculation Sheet

Dept:Transportation

Vehicle:2004 unit 6

Sterling LT8513

Factor	Points	Explanation
Age	15	4 model year
Miles	9	95488 miles
Type of service	5	Snow and Ice control
Reliability	3	Average for age and type of work
M&R Costs	3	Average costs for type of use
Condition	2	Condition would be considered above average for age
Total points	37	

Date evaluated: 14-Sep

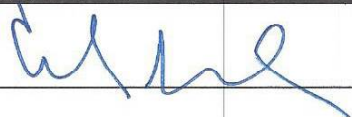
REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration

Kane County Vehicle Request Form

Section 1 – Department Information		
Department: Transportation	Division: Maintenance	Date: 9/14/2018
Address: 41w011 Burlington rd	City: St Charles	Zip Code: 60175
Department Contact Person: Bill Edwards	Title: Maintenance Superintendent	
Telephone: 6305841170	email: edwardsbill@co.kane.il.us	
Section 2 – Current Vehicle Information		
This request is to: <input checked="" type="checkbox"/> Replace an existing vehicle OR <input type="checkbox"/> Add a new vehicle to the fleet		
Does the replacement vehicle meet the County's replacement guidelines (age, mileage, reliability, maintenance and repair costs and conditions as calculated on the Replacement Guideline Calculation, attached)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Vehicle being replaced:	Year: 2004	Make: Sterling
		Model: LT8513
Vehicle Type: 35	V.I.N. #: 2FZHAWAK44AM32834	Current Mileage: 98824
Original Purchase Price: \$158,620	Current Estimated Fuel Efficiency (miles per gallon): 7	
Section 3 – Requested Vehicle		
What will be the primary use of this vehicle?		
<input type="checkbox"/> Transportation of people Number of people:		
<input type="checkbox"/> Emergency response		
<input checked="" type="checkbox"/> Transportation of equipment, materials, or supplies (explain below)		
<input checked="" type="checkbox"/> Transportation of both people and equipment, materials, or supplies (explain below)		
<input type="checkbox"/> Other		
Please explain the selection from the previous question		
Snowplow truck		
Is this vehicle authorized for take-home use? <input type="checkbox"/> Yes (explain below) <input checked="" type="checkbox"/> No		
Vehicle will be assigned to: <input type="checkbox"/> Specific Individual <input checked="" type="checkbox"/> Work Group or Crew <input type="checkbox"/> Motor Pool or Shared Use		
How often will this vehicle be used: <input type="checkbox"/> Multiple 8 hour shifts per day <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Pool Car		
Primary parking location of the requested vehicle: KDOT facility		
Type of Vehicle Requested		
<input type="checkbox"/> Sedan	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> Police Package	<input type="checkbox"/> Special Equipment
<input type="checkbox"/> SUV	<input type="checkbox"/> Full size <input type="checkbox"/> Intermediate <input type="checkbox"/> Compact <input type="checkbox"/> 4x4 <input type="checkbox"/> 4x2	<input type="checkbox"/> Special Equipment
Additional justification required for all SUV requests – please attach separate justification narrative		
<input type="checkbox"/> Pass. Van	<input type="checkbox"/> 7 passenger <input type="checkbox"/> 12 passenger	<input type="checkbox"/> Special Equipment
<input type="checkbox"/> Cargo Van	<input type="checkbox"/> mini van <input type="checkbox"/> ¾-ton <input type="checkbox"/> 1-ton	<input type="checkbox"/> Special Equipment

<input type="checkbox"/> Pickup	<input type="checkbox"/> Compact <input type="checkbox"/> 1/2-ton <input type="checkbox"/> 3/4-ton <input type="checkbox"/> 1-ton	<input type="checkbox"/> 4x4 <input checked="" type="checkbox"/> 4x2	<input checked="" type="checkbox"/> Standard Cab <input type="checkbox"/> Extended Cab <input type="checkbox"/> Crew Cab	<input type="checkbox"/> Short Box <input type="checkbox"/> Long Box	<input checked="" type="checkbox"/> Special Equipment
Fuel Type (Choose One): <input type="checkbox"/> Gasoline <input type="checkbox"/> Gasoline/Electric Hybrid <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> Flex-Fuel (E-85)					
Projected average monthly mileage: 1000 in season					
Fuel efficiency of replacement vehicle (miles per gallon - city and highway): 5					
Is the vehicle(s) to be purchased from the Illinois state public bid list? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, why not? We have our own specs to meet our own requirements for our operations					
When not in use, can this vehicle be used by other County employees outside department / office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (explain below)					
KDOT vehicle					
Provide detailed description and justification for any special or miscellaneous equipment (e.g., trailer hitch, spot light, tool box, lift gate, partitions, etc.) requested. Snow/ice removal operations require front plow, side plow, salt dispersing body, warning lights.					
Section 4 – Signatures					
Requesting Department Director's / Elected Officer's Signature: 				Date: 9.14.18	
Fleet Manager's Signature: <i>Bill Edwards</i>				Date: 9/14/18	
Request <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied					
Reason for denial:					

Replacement Guidelines Calculation Sheet

Dept:Transportation

Vehicle:2004 unit 35

Sterling LT8513

Factor	Points	Explanation
Age	15	4 model year
Miles	9	98824 miles
Type of service	5	Snow and Ice control
Reliability	3	Average for age and type of work
M&R Costs	3	Average costs for type of use
Condition	2	Condition would be considered above average for age
Total points	37	

Date evaluated: 14-Sep

REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
Reliability	Points are assigned as 1, 3, or 5 depending on the frequency that a vehicle is in the shop for repair. A five would be assigned to a vehicle that is in the shop two or more times per month on average, while a 1 be assigned to a vehicle in the shop an average of once every three months or less.
Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)
Point Ranges	
Under 18 points	Condition I Excellent
18 to 22 points	Condition II Good
23 to 27 points	Condition III Qualifies for replacement
28 points and above	Condition IV Needs immediate consideration



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Purchase of Two (2) Body and Equipment Packages Including Installation Therof on Two (2) Tandem Axle Trucks for the Kane County Division of Transportation

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$165,700
If not budgeted, explain funding source: N/A	

Summary:

Vendor: Bonnell

Purchase Price: \$165,700 (\$82,850 each)

Comment: This body and snowplow equipment will be placed on the new plow truck chassis. The body is budgeted in the FY2019 Transportation Budget. Low bidder that meets our spec. is Bonnell Equipment. Please refer to bid tab. Staff requests committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING PURCHASE OF TWO (2) BODY AND EQUIPMENT PACKAGES INCLUDING INSTALLATION THEROF ON TWO (2) TANDEM AXLE TRUCKS FOR THE KANE COUNTY DIVISION OF TRANSPORTATION

WHEREAS, bids have been solicited and received for the purchase of two (2) Snow Plow Body and Equipment Packages including installation for the County's Division of Transportation; and

WHEREAS, the low bid of \$165,700.00 for the two (2) Snow Plow Bodies and Equipment Packages was received from Bonnell Industries, Inc., 1385 Franklin Grove Road, Dixon, IL 61021.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bid of Bonnell Industries, Inc., 1385 Franklin Grove Road, Dixon, IL 61021 be accepted for two (2) Snow Plow Body and Equipment Packages and their installation in the amount of One Hundred Sixty Five Thousand Seven Hundred Dollars (\$165,700.00) which sum shall be paid from County Highway Fund No. 300, Line Item # 70070 (Automotive Equipment) and the Chairman be and hereby is authorized to enter into an agreement for the purchase of said equipment at the above stated price.

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?
300.520.520.70070	Automotive Equipment	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 BodyEquipmentPkg



October 4, 2018

Purchasing Department – Kane County
719 S. Batavia Avenue, Bldg. A
Geneva, IL 60134

RE: Contractor Disclosure Statement

To Whom It May Concern:

Below please find listed our company information, as requested:

Ownership: Bonnell Industries Inc. is a Delaware corporation registered with the Illinois Secretary of State to transact business in the State of Illinois. Bonnell Industries Inc. is a privately held C Corporation.

Bonnell has not made any donations to any Kane County elected official in the previous 12 months.

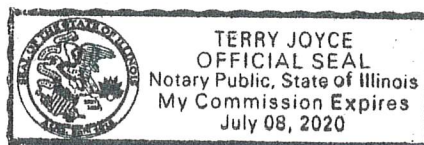
The above information is true and correct.

If you have any questions, please contact me at (815)284-3819.

Respectfully,

Joseph W. Bonnell
President

Subscribed and sworn to me this 4th day of October, 2018.

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



SEPTEMBER 19, 2018 BID OPENING

TWO (2) BODY & EQUIPMENT PACKAGES FOR PLOW TRUCKS (INCLUDING INSTALLATION)

BIDDER	COST EACH	TOTAL NET COST
HENDERSON SS	\$86,245.00	\$172,490.00
HENDERSON MILD STEEL	\$84,000.00	\$168,000.00
BONNELL SS	\$82,850.00	\$165,700.00
BONNELL MILD STEEL	\$78,840.00	\$157,680.00



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving the 2019 Purchase of Ice Control Salt, Kane County Division of Transportation Maintenance Department

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$919,620.00
If not budgeted, explain funding source: N/A	

Summary:

FY2019 Purchase of Ice Control Salt

For the 2018-2019 winter season, the Division of Transportation will be using salt for snow and ice removal on the County Highway System. Staff estimates that we will use approximately 10,000 tons of salt.

KDOT will purchase our salt from the State bid. Our contract amount is for 9000 tons. The state bid contract will allow us to purchase 80%-120% of our contract. The vendor is Cargill Salt and the salt contract allows for a minimum purchase of 7,200 tons and a maximum purchase of 10,800 tons of salt.

FY19 cost per ton is \$62.05 per ton and the chemical application (enhanced) to the salt will be \$23.10 per ton for a total of \$85.15 per ton. The proposed FY2019 Budget for salt is based upon previous year expenditures, amount on hand, and the limits of the contract. The appropriation requested is based on the maximum purchase of 10,800 tons of salt.

Last year salt pricing was \$45.22 per ton and the chemical application (enhanced) was \$15.50 per ton for a total of \$60.72 per ton.

A small increase was expected because of higher salt usage by some of our neighboring states. The unexpected increase, we are told, came from worker or labor issues from one or two major vendors causing delays or problems replenishing stock piles.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING THE 2019 PURCHASE OF ICE CONTROL SALT, KANE COUNTY DIVISION OF TRANSPORTATION MAINTENANCE DEPARTMENT

WHEREAS, bids have been solicited and received for the annual supply of ice control salt for the Maintenance Department of the Division of Transportation (KDOT) through the State of Illinois Joint Purchasing Program, Bulk Rock Salt Contract; and

WHEREAS, KDOT utilizes rock salt that is mixed with an application of a chemical deicing agent (ice control salt) for winter roadway maintenance; and

WHEREAS, Cargill Incorporated Salt Division of North Olmsted, OH was the State of Illinois' low bidder in the amount of Sixty Two and 05/100 Dollars (\$62.05) per ton of rock salt plus Twenty Three and 10/100 Dollars (\$23.10) per ton for the chemical application of deicing agent to the rock salt to create ice control salt for a total price of Eighty Five and 15/100 Dollars (\$85.15) per ton; and

WHEREAS, it is estimated that the Kane County Division of Transportation (KDOT) will purchase approximately 10,000 tons of ice control salt for the 2018-2019 winter season but the State of Illinois Bulk Rock Salt Contract allows for the purchase of up to Ten Thousand Eight Hundred (10,800) tons of rock salt; and

WHEREAS, the State of Illinois Bulk Rock Salt Contract for 2018-2019 winter season will be effective November 1, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the purchase of rock salt through the State of Illinois Bulk Rock Salt Contract from Cargill Incorporated Salt Division of North Olmsted, OH in the amount of Sixty Two Dollars and 05/100 (\$62.05) per ton plus Twenty Three Dollars and 10/100 (\$23.10) per ton for the chemical application of deicing agent to the rock salt to create ice control salt for a total price of Eighty Five Dollars and 15/100 (\$85.15) per ton.

BE IT FURTHER RESOLVED that the Kane County Board appropriate Sixty Seven Thousand Two Hundred Seventy Dollars (\$67,270.00) to be paid from the County Highway Matching Fund #303, Line Item #60390 (Rock Salt) and Eight Hundred Fifty Two Thousand Three Hundred Fifty Dollars (\$852,350.00) to be paid from the Motor Fuel Local Option Fund #304, Line Item #60390 (Rock Salt) for a total not to exceed of Nine Hundred Nineteen Thousand Six Hundred Twenty Dollars (\$919,620.00).

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?
303.520.523.60390	Rock Salt	Yes	Yes	
304.520.524.60390	Rock Salt	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 Salt



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Purchase of Non-OEM Auto Parts and Supplies, Kane County Division of Transportation and Kane County Sheriff's Department (Bid Number 41-018)

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

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

Summary:

The Purchasing Department publicly bid fleet parts for the Kane County Division of Transportation and the Kane County Sheriff's Department. These contracts provide the Transportation Division and the Sheriff's Office with Non-OEM automotive replacement parts and supplies. This is a two (2) year contract with mutual option to extend for three (3) possible (1) year renewal periods.

The vendors with the lowest responsive, responsible bids for various brands and categories of Non-OEM Auto Parts, as per specifications of the bid were selected for award.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING PURCHASE OF NON-OEM AUTO PARTS AND SUPPLIES, KANE COUNTY DIVISION OF TRANSPORTATION AND KANE COUNTY SHERIFF'S DEPARTMENT (BID NUMBER 41-018)

WHEREAS, bids were solicited (41-018) and received by the Kane County Purchasing Department for the purchase of non-Original Equipment Manufacturer (OEM) Auto Parts for the Kane County Division of Transportation and Kane County Sheriff's Office; and

WHEREAS, the following vendors were the lowest responsive, responsible bidders for various brands and categories of non-OEM Auto Parts, as per specifications in the bid:

<u>Vendor Location</u>	<u>Awarded Category</u>
Elburn NAPA, Elburn, IL	Main Bid (Repair Parts)
Petro Choice, Elgin, IL	Lubricants & Coolants
Pomp's Tire, Elgin, IL	Tires
Battery Service Corp., Bensenville, IL Elburn NAPA, Elburn, IL	Batteries
Elburn NAPA, Elburn, IL	Starters & Alternators
Elburn NAPA, Elburn, IL Priority Products Inc., St. Charles, IL	Hydraulic Hose & Fittings
Priority Products Inc., St. Charles, IL	Nuts & Bolts
Elburn NAPA, Elburn, IL	Chemical
Priority Products Inc., St. Charles, IL	Electrical Supply
Bumper to Bumper	Paint

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bids from the vendors set forth herein above be accepted and approved for the two year contract period of December 1, 2018 through November 30, 2020 with the option of three one year extensions which contract prices shall be paid from Local Option Fund #304, Line Items #60330 and #60360; County Highway Fund #300, Line Item #52230 for the Kane County Division of Transportation; and General Fund #001, Line Item #52230 for the Kane County Sheriff's Office.

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?
304.520.524.60330 304.520.524.60360 300.520.520.52230 001.380.380.52230	Vehicle Parts/Supplies Equipment Parts/Supplies Repair & Maintenance Vehicles	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-10 NonOEM

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



October 10, 2018

PROCUREMENT SYNOPSIS

Requesting Department:	KDOT and Sheriff
Procurement Name:	41-018 Non-OEM Auto Parts
Recommended Vendor:	Multiple Vendors

NOTIFICATION AND RESPONSE

Public Notices: • County of Kane's Web site • Tribune Publishing (Aurora Beacon News)

Advertising Date:	September 20, 2018	Notices sent/Plan Holders: 28/15
Bid Due Date:	October 4, 2018	Bids Received: 8

This contract is for the purchase and delivery of various non-OEM (Original Equipment Manufacturer) automotive and truck replacement parts and accessories for the Division of Transportation and Sheriff's Office. This is a two (2) year contract with mutual option to extend for three (3) possible (1) year renewal periods.

The Purchasing Department with the support of Division of Transportation and Sheriff Office evaluated all bids per specifications and contract requirements and determined that Vendors listed below were the lowest responsive, responsible bidder per various brands and parts categories.

Tabulation

Vendor Location	Awarded Category
Elburn NAPA, Elburn, IL	Auto Repair Parts, Starter Alternator, Hydraulic Hose & Fittings, Cleaners, Battery.
PetroChoice, Elgin, IL	Lube, Oil and Coolant
Pomp's Tires, Elgin, IL	Tires
Battery Service Corp., Bensenville, IL	Battery
Priority Products, St. Charles, IL	Hydraulic Hose & Fittings, Nuts/Bolts, and Misc. Electrical Supply
Bumper to Bumper, Batavia, IL	Paint

See Exhibit A - Bid Tabulation, total cost per estimated quantity and items descriptions. Bid submittals that are not being consider for award includes: CPS and Batteries Plus.

Based on cost, parts availability, bid compliance, and with the support of the evaluation team, staff recommends awarding the contract for the purchase and delivery of non-Original Equipment Manufacturer (OEM) Auto Parts to multiple vendors and categories as listed above, pending Division of Transportation and Sheriff Office's approval.

Submitted By:
Tim Keovongsak, CPPB, Buyer III
Purchasing Department



Battery Service Corporation

410 S. Evergreen Street • Bensenville, IL 60106

(630)595-4244

Fax: (630)595-5631

www.batteryservice.com

email: batterysvc@comcast.net

CONTRACTOR DISCLOSURE

As of September 24, 2018, Battery Service Corporation, to the best of our knowledge the Owners of our corporation have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in Battery Service Corporation:

Donald T. Baker Jr. 50%

747 Buckingham Ct.

Carol Stream, IL 60188

Thomas Baker 50%

264 Elmhurst Ave.

Elmhurst, IL 60126

Donald T. Baker Jr.

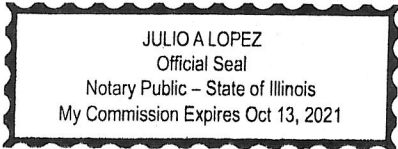
9/24/18 D.BJr.

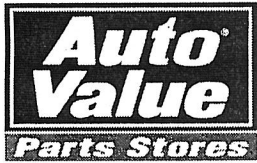
Officer/Title President

Date

Subscribed and Sworn this 24th day of SEPTEMBER, 2018

[Signature]
Notary Public





Auto-Wares

GROUP OF COMPANIES



GRAND RAPIDS AUTO PAINT AUTO PERFORMANCE BATTERY SPECIALISTS Corporate Office 440 Kirtland SW Grand Rapids, MI 49507 (616) 243-2125 Fax (616) 243-2159	FLINT TOOL COMPANY 2222 Lippincott Blvd. Flint, MI 48503 (810) 767-2750 Fax (810) 767-7533	COLDWATER 125 S. Michigan Coldwater, MI 49036 (517) 278-8400 Fax (517) 279-8655	GAYLORD 1075 S. Wisconsin Gaylord, MI 49735 (989) 732-1717 Fax (989) 732-3654	LIVONIA 35015 Glendale Livonia, MI 48150 (734) 458-2900 Fax (734) 458-9942	WISCONSIN 4333 Robertson Rd. PO Box 7666 (53707) Madison, WI 53714 (608) 241-0232 Fax (608) 241-7726	A-1 TRUCK PARTS & HEAVY DUTY 3868 N. Euclid Bay City, MI 48706 (989) 667-3627 Fax (989) 667-3633
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September 29, 2018

Vendor Disclosure

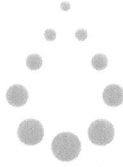
COUNTY OF KANE
Purchasing Department
719 South Batavia Ave.
Geneva, IL 60134

As of September 29, 2018, Auto-Wares Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Regards,

Nic Cordero
General Manager- Illinois Operations
Auto-Wares, Inc.
312.459.6119
nicc@autowares.com

Cc: Todd Leimenstoll
Gary Anderson
Dan Ryan



PetroChoice LLC
739 North State Street
Elgin IL 60123

Contractor Discloser

As of October 2, 2018, PetroChoice LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners with at least 5% holdings in PetroChoice LLC:

PetroChoice Holdings, Inc 5%
739 North State Street
Elgin, IL 60123

Officer Title Mike Hauge RVP

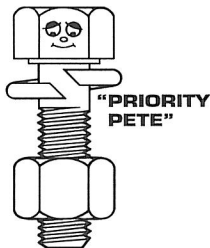
Date October 2, 2018

Subscribed and Sworn this 2 Day of October, 2018

Notary Public Brian P. McKinney



PRIORITY PRODUCTS INC.



"THE SPECIALTY PEOPLE"

"YOUR QUALITY SOURCE" FOR:
FASTENERS, HYDRAULIC HOSES and FITTINGS,
ELECTRICAL WIRE AND TERMINALS, and Other Goods

For the Industrial, Marine and Automotive Trade.
320 N. 6TH STREET • ST. CHARLES, IL 60174-2713

www.priorityproductsinc.com

PHONE: 630-377-BOLT (2658) or 630-584-7908
FAX 630-377-NUTS (6887)

CONTRACTOR DISCLOSURE

As of October 3, 2018, Priority Products, Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is list of shareholders or owners with at least 5% holdings in Priority Products, Inc.:

John Cairo 100%
322 N. 6th St
St.Charles, IL 60174

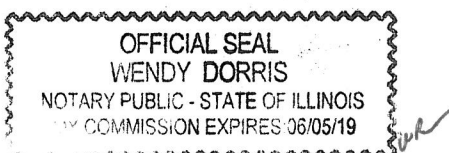
 PRESIDENT

Officer
Title

10-3-18
Date

Subscribed and Sworn this 3 day of October, 2018


Notary Public



KANE COUNTY DIVISION OF TRANSPORTATION

Planning & Programming Department Monthly Report – October 16, 2018

Regional Surface Transportation Program Project Selection Committee – monthly update

The CMAP STP Project Selection Committee approved the new Shared Fund methodology and the Active Program Management document at the September 26th meeting. CMAP staff incorporated many changes based on the feedback received from various stakeholders in the past few months. The first call for Shared Fund projects is January 2019 and applications will be selected based on the new Shared Fund methodology.

Household Travel Survey

Between August 2018 and May 2019, individuals have a chance to help the Chicago Metropolitan Agency for Planning (CMAP) understand how Chicago-area residents get from place to place – whether by car, bus, train, bike, or on foot. This understanding will help CMAP to make the best use of limited resources for future transportation investments. The My Daily Travel survey will ask entire households from our communities about the trips they make for work, school, shopping, errands, and socializing with family and friends. Staff encourages everyone to participate. To join the survey, go to: <https://mydailytravel.com/signup/orgeml>, or call 1-855-981-7286 to sign up by phone. Households that complete the survey will earn \$50.

Kane County Impact Fee Program

The attached monthly report shows total fees collected as of September 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 September 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	\$30,597.00	\$2,641,925.00
Campton Hills	\$2,784,300.00	\$118,430.00	\$76,285.00	\$36,832.00	\$10,433.00	\$3,015,847.00
Greater Elgin***	\$4,494,419.00	\$52,328.00	\$175,443.00	\$139,025.00	\$40,705.00	\$4,861,215.00
Northwest**	\$2,371,412.00	\$45,140.00	\$36,959.00	\$39,305.00	\$17,278.00	\$2,492,816.00
Southwest	\$1,879,442.00	\$67,030.00	\$46,274.00	\$94,048.00	\$50,126.00	\$2,086,794.00
Tri-Cities	\$6,187,328.00	\$183,784.00	\$282,757.00	\$89,693.00	\$32,425.00	\$6,743,562.00
Upper Fox**	\$2,349,904.00	\$491,414.00	\$61,912.00	\$55,483.00	\$36,584.00	\$2,958,713.00
West Central	\$321,784.00	\$7,674.00	\$11,353.00	\$19,698.00	\$6,335.00	\$360,509.00
North	\$2,108,029.00	\$716,573.00	\$1,377,605.00	\$750,517.00	\$694,563.00	\$4,952,724.00
Central	\$1,098,613.00	\$208,041.00	\$598,405.00	\$824,069.00	\$605,838.00	\$2,729,128.00
South	\$2,107,568.00	\$534,679.00	\$1,017,597.00	\$253,639.00	\$392,214.00	\$3,913,483.00
Grand Total	\$28,080,997.00	\$2,598,643.00	\$3,715,002.00	\$2,362,074.00	\$1,917,098.00	\$38,673,814.00

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

** Includes prepayments

*** Includes refunds



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Amendment No. 1 to an Agreement with Jacobs Engineering Group Inc. of Chicago, Illinois to Update the 2040 Transportation Components for Kane County's Long Range Comprehensive Plan

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$85,000.00
If not budgeted, explain funding source: N/A	

Summary:

Attached is an amendment to the original agreement between KDOT and CH2M Hill Inc. (now Jacobs) that will allow Jacobs to perform additional work related to the Kane County Division of Transportation Long Range Transportation Plan update. The amended agreement includes additional services that will be paid for using IDOT Planning and Research Funding:

- Update socioeconomic data to compare updated 2040 with ON TO 2050 datasets
- Update GIS graphic and evaluate changes to assess data inputs for Travel demand model
- Perform travel demand model runs for 2050 scenario
- Evaluate changes in travel performance between 2040 update and ON TO 2050 scenario
- Update deficiencies and travel performance for the roadway system
- Determine deficiencies and identify projects for 2050 Long Range Transportation Plan
- Update project cost estimates
- Evaluate benefits compared to deficiencies
- Develop the public facing document in a web optimized platform

The cost of the services is \$85,000, with IDOT Planning and Research Grant funding providing \$68,000 (80%) of federal funds and Kane County providing \$17,000 (20%) in matching funds.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AMENDMENT NO. 1 TO AN AGREEMENT WITH JACOBS ENGINEERING GROUP INC. OF CHICAGO, ILLINOIS TO UPDATE THE 2040 TRANSPORTATION COMPONENTS FOR KANE COUNTY'S LONG RANGE COMPREHENSIVE PLAN

WHEREAS, pursuant to Resolution No. 15-202, the County of Kane appropriated \$300,000, (hereinafter the "appropriation") and entered into an agreement with Jacobs Engineering Group Inc. formerly CH2M Hill, Inc. of Chicago, Illinois (hereinafter the "Agreement") to update the 2040 Transportation Components of Kane County's Long Range Comprehensive Plan(hereinafter the "Project"); and

WHEREAS, additional unforeseen services are required to complete the Project; and

WHEREAS, in order to address the need for additional services for the Project, the County desires to enter into Amendment No. 1 to the Agreement, (a copy of which is on file in the office of the Kane County Clerk), increasing the total cost of construction engineering services for the Project by an additional Eighty Five Thousand Dollars (\$85,000) with Sixty Eight Thousand Dollars (\$68,000) thereof to be reimbursed with federal funds; and

WHEREAS, it is in the County's best interest to amend the Agreement by extending the upper limit of the appropriation for the Agreement by an additional Eighty Five Thousand Dollars \$85,000 from Three Hundred Thousand Dollars (\$300,000) to Three Hundred Eighty Five Thousand Dollars (\$385,000).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute Amendment No. 1 to the Agreement with Jacobs Engineering Group Inc. of Chicago, Illinois for the Project.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated the sum of Eighty Five Thousand Dollars (\$85,000) from County Highway Fund #300, Line Item #50150 (Contractual/Consulting Services) for a total appropriation for the Agreement and Amendment No. 1 thereof not to exceed Three Hundred Eighty Five Thousand Dollars (\$385,000).

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?
300.520.520.50150	Contractual/Consulting Services	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 LRTP2040AmdJacobs

**AMENDMENT NO. 1
AGREEMENT WITH CH2M HILL, INC.
THE KANE COUNTY 2040 LONG RANGE TRANSPORTATION PLAN UPDATE**

This Amendment to the Agreement with CH2M Hill, Inc. to Update the Kane County 2040 Transportation Components of Kane County's Long Range Comprehensive Planning Efforts, hereinafter referred to as "Amendment No. 1", is made and entered into as of this ____ day of November 2018 by and between JACOBS ENGINEERING GROUP Inc., hereinafter referred to as "CONSULTANT", and the County of Kane, a body corporate and politic of the State of Illinois, hereinafter referred to as "COUNTY." The COUNTY and the CONSULTANT are sometimes collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH

WHEREAS, the COUNTY and CH2M Hill Inc. entered into an Agreement dated July 14, 2015 titled: An Agreement with CH2M Hill, Inc. to Update the 2040 Transportation Components of Kane County's Long Range Comprehensive Planning Efforts (hereinafter referred to as "the Agreement"); and

WHEREAS, since 2015, CH2M Hill Inc. has been acquired by JACOBS ENGINEERING GROUP Inc. a Delaware corporation authorized to conduct business in the State of Illinois and a State of Illinois licensed engineering firm which has been assigned and has accepted the Agreement and the duties and responsibilities set forth therein; and

WHEREAS, the COUNTY desires to amend the terms of the Agreement by modifying the scope thereof to enable computer modeling of the COUNTY's transportation network utilizing 2050 demographic data recently made available to the COUNTY by the Chicago Metropolitan Agency for Planning; and

WHEREAS, in order to accomplish the additional COUNTY requested computer modeling tasks, it is necessary to enter into this Amendment No.1 to the Agreement.

WHEREAS, the CONSULTANT has provided a scope of services to accomplish the additional computer modeling tasks, and is willing to perform said additional services for the Project in an amount not to exceed Eighty-five Thousand Dollars and Zero Cents (\$85,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants contain herein, and for other good and valuable consideration the sufficiency of which is agreed to by the PARTIES hereto, both the COUNTY and the CONSULTANT mutually covenant, agree and bind themselves as follows, to wit:

1. The Preambles as stated hereinabove are incorporated into and made a substantive part of this Amendment.
2. Section I. 3 of the Agreement is amended as follows:

To complete the services herein described within 375 calendar days from the date

of the execution of this Amendment excluding therefrom periods of delay caused by circumstances beyond the control of the Engineer.

3. **Exhibit B – Scope of Services:** The following Sections of the Agreement are amended to include the additional services set forth below and the additional language for each Section shall read as follows:

Section 7 - Travel Demand Forecasts (Forecast Year 2040)

Section 7.7 - Update Sub-Zone Level Socioeconomic Data.

Update sub-zone level socioeconomic data to compare updated 2040 with ON TO 2050 datasets for Kane County. Update GIS graphic and evaluate changes to assess data inputs for the Travel Demand Model.

Section 7.8 - Update Socioeconomic Data.

Update socioeconomic data inputs and perform Travel Demand Model runs for 2050 scenario. Evaluate changes in travel performance between 2040 update and ON TO 2050 scenario. This task will include updating both internal demand and external travel demand as part of the Travel Demand Model update.

Section 8 - 2040 Forecast Year Deficiency Analysis

Section 8.2 - Update Deficiencies and Travel Performance.

Using outputs from the travel demand model, update deficiencies and travel performance for the roadway system.

Section 9 - 2040 LRTP Roadway Improvement Update and Evaluation

Section 9.6 - Reconcile Differences.

Reconcile differences between the 2040 and 2050 roadway deficiencies and identify proposed roadway projects for the Kane County 2050 Long Range Transportation Plan.

Section 10 Update Recommended LRTP Project Cost & Implementation Strategies

Section 10.6 - Update Project Cost Estimates

Update project cost estimates to reflect changes for the 2050 LRTP projects.

Section 10.7 - Update the Travel Demand Model.

Update the travel demand model to test performance of the proposed 2050 KDOT LRTP projects to evaluate benefits compared to deficiencies.

Section 12 Documentation

Section 12.1.4 - Develop the public facing document in a web optimized platform and provide printed copies thereof. However, if it is apparent from CMAP's ON TO 2050 efforts that web viewing has become the industry

standard; complete the document for print presentation as well as web viewing. One draft version and a final version of the report will be produced.

4. Total compensation paid to the CONSULTANT pursuant to the Agreement and this Amendment No. 1 shall not exceed Three Hundred Eighty Five Thousand Dollars (\$385,000.00).

Except as expressly provided in this Amendment No. 1, all other terms, conditions and provisions of the Agreement shall continue and remain in full force and effect as provided therein.

IN WITNESS WHEREOF, the CONSULTANT and COUNTY have entered into this Amendment No. 1 effective as of the date first set forth above.

COUNTY OF KANE

JACOBS ENGINEERING GROUP INC.

By: _____

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

By: _____

ATTEST:

ATTEST:

By: _____

John A. Cunningham
Clerk, County of Kane

By: _____

STAFF HOUR TABULATION

Item	PM	Senior Consultant	Senior Planner	Project Engineer	Staff Engineer	Staff Planner	Technican Graphics	Office Admin	Total
1.0 Update sub-zone level socioeconomic data to compare updated 2040 with ON TO 2050 datasets for Kane County. Update GIS graphic and evaluate changes to assess data inputs for the Travel demand model.		4	8	8	10		4		34
Total Task 1.1	0	4	8	8	10	0	4	0	34
2.0 Update socioeconomic data inputs and perform travel demand model runs for 2050 scenario. Evaluate changes in travel performance between 2040 update and ON TO 2050 scenario. This task will include updating both internal demand and external travel demand as part of the travel demand model update.		8	28	28	12		4		80
Total Task 1.2	0	8	28	28	12	0	4	0	80
3.0 Using outputs from the travel demand model, update deficiencies and travel performance for the roadway system.	2	8	8	8	16		8		50
Total Task 1.3	2	8	8	8	16	0	8	0	50
4.0 Reconcile differences between the 2040 and 2050 roadway deficiencies and identify proposed roadway projects for the Kane County 2050 LRTP.	2	4	8	10	12		4		40
Total Task 1.4	2	4	8	10	12	0	4	0	40
5.0 Update project cost estimates to reflect changes for the 2050 LRTP projects	2	8	8	10	12		0		40
Total Task 1.5	2	8	8	10	12	0	0	0	40
6.0 Update the travel demand model to test performance of the proposed 2050 KDOT LRTP projects to evaluate benefits compared to deficiencies.	2	4	8	12	12		0		38
Total Task 1.6	2	4	8	12	12	0	0	0	38
7.0 Develop the public facing document in a web optimized platform. Printed copies will still be provided, however, it is apparent from CMAP's ON TO 2050 efforts that web viewing has become the industry standard. The task includes designing and developing a document for print presentation as well as web viewing.	20	36	20	20		120	140		356
Total Task 1.7	20	36	20	20	0	120	140	0	356
TOTAL HOURS	28	72	88	96	74	120	160	0	638
Percent of Hours	4.39%	11.29%	13.79%	15.05%	11.60%	18.81%	25.08%	0.00%	100.00%

CH2M HILL FEE SUMMARY

ESTIMATED DIRECT LABOR

CLASSIFICATION	TOTAL HOURS	HOURLY RATE	DIRECT LABOR COST
Project Manager	28	\$79.07	\$2,214
Senior Consultant	72	\$65.32	\$4,703
Senior Planner	88	\$65.32	\$5,748
Project Engineer	96	\$51.70	\$4,963
Staff Engineer	74	\$39.15	\$2,897
Project Planner	120	\$36.39	\$4,367
Technician/Graphics	160	\$37.96	\$6,074
Office/Accountant	0	\$32.43	\$0

TOTAL DIRECT LABOR COST \$30,966

OH ADJUSTMENT FACTOR 1.40

ESTIMATED DIRECT EXPENSES

	QUANTITY	UNIT	COST/UNIT	TOTAL
Total Direct Costs				\$0
LABOR AND OH ADJUSTMENT				\$74,318
TOTAL BUDGET				\$74,318
FIXED FEE (14.5%)				\$10,776
MAXIMUM FEE				\$85,095

Long-Range Transportation Plan Update for Kane County

The scope of services below is an amendment to the original scope of services pertaining to the 2040 Long-Range Transportation Update for Kane County. The amendment reflects updating the 2040 LRTP to the 2050 planning horizon along with the development and compilation of the LRTP Report.

Amended Scope of Services:

1. **(Task 1.1)** - Update sub-zone level socioeconomic data to compare updated 2040 with ON TO 2050 datasets for Kane County. Update GIS graphic and evaluate changes to assess data inputs for the Travel demand model.
2. **(Task 1.2)** - Update socioeconomic data inputs and perform travel demand model runs for 2050 scenario. Evaluate changes in travel performance between 2040 update and ON TO 2050 scenario. This task will include updating both internal demand and external travel demand as part of the travel demand model update.
3. **(Task 1.3)** - 2050 Forecast Year Deficiency Analysis: Using outputs from the travel demand model, update deficiencies and travel performance for the roadway system.
4. **(Task 1.4)** - Reconcile differences between the 2040 and 2050 roadway deficiencies and identify proposed roadway projects for the Kane County 2050 Long Range Transportation Plan.
5. **(Task 1.5)** - Update project cost estimates to reflect changes for the 2050 LRTP projects.
6. **(Task 1.6)** - Update the travel demand model to test performance of the proposed 2050 KDOT LRTP projects to evaluate benefits compared to deficiencies.
7. **(Task 1.7)** - Develop the public facing document in a web optimized platform. Printed copies will still be provided; however, it is apparent from CMAP's ON TO 2050 efforts that web viewing has become the industry standard. Included in the scope are tasks designed to complete the document for print presentation as well as web viewing. One Draft and final version of the report will be produced.

(Budget for Amended Scope of Services)

State planning and research funds (SPR) - **\$85,000**

Scope Amendment - Level of Effort

Task	PM	Senior Consultant	Senior. Planner	Project Engineer	Staff Engineer	Staff Planner	Technician Graphics	Office Admin	Total
1.1		4	8	8	10		4		34
1.2		8	28	28	12		4		80
1.3	2	8	8	8	16		8		50
1.4	2	4	8	10	12		4		40
1.5	2	8	8	10	12				40
1.6	2	4	8	12	12				38
1.7	20	36	20	20		120	140		356
Total	28	72	88	96	74	120	160	0	638
% Total	4.76%	12.24%	14.97%	16.33%	12.59%	20.41%	27.21%	0.00%	100.00%



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Planning and Research Funding for the Kane County Division of Transportation Long Range Transportation Plan

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 a draft intergovernmental grant agreement with IDOT that will provide Planning and Research funding to perform additional work related to the Kane County Division of Transportation Long Range Transportation Plan update. Kane County will be amending an existing contract with Jacobs (formerly CH2M) to perform the additional services outlined in the IDOT Agreement:

- Update socioeconomic data to compare updated 2040 with ON TO 2050 datasets
- Update GIS graphic and evaluate changes to assess data inputs for Travel demand mode
- Perform and evaluate travel demand model runs for 2050 scenario
- Update deficiencies and travel performance for the roadway system
- Identify deficiencies and proposed projects for the 2050 Long Range Transportation Plan
- Update project cost estimates and test performance of proposed projects
- Develop the public facing document in a web optimized platform

The cost of the services is \$85,000, with IDOT funding providing \$68,000 (80%) of federal funds and Kane County providing \$17,000 (20%) in matching funds.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PLANNING AND RESEARCH FUNDING FOR THE KANE COUNTY DIVISION OF
TRANSPORTATION LONG RANGE TRANSPORTATION PLAN**

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 planning and research funding for the County's Long Range Transportation Plan update (hereinafter the "Update"); and

WHEREAS, the County and the State desire to undertake planning and research for the Update at an estimated cost of \$85,000; and

WHEREAS, the Update 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 funding the research and planning for the Update 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 cost of research and planning estimated to be Seventeen Thousand Dollars (\$17,000); and

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 funding research and planning of the County's Long Range Transportation Plan update.

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 LRTPIDOT

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

KANE COUNTY DEPARTMENT OF TRANSPORTATION

The Illinois Department of Transportation (Grantor) with its principal office 2300 South Dirksen Parkway, Springfield, IL 62764,
 and Kane County Department of Transportation (Grantee) with its principal office 41W011 Burlington Road, St. Charles, IL 60175,
 and payment address (if different than principal office) at N/A
 hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 945248565 is Grantee's correct DUNS number, 366006585 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$85,000.00, of which \$68,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is DINA(841), the Federal awarding agency is Federal Highway Administration, and the federal award date is 07/25/18. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and the Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439. The State Award Identification Number is 1439-9808.

1.4 Term. This Agreement shall be effective 09/15/2018 and shall expire on 05/30/2019 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

Kane County Department of Transportation

By: _____
Signature of Erin Aleman, Director

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Christopher J. Lauzen

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: County Board Chair
Email: clauzen@kanecoboard.org

By: _____
Signature of Phil Kaufmann, Chief Counsel

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: _____
Email: _____

By: _____
Signature of Matt Magalis, Chief Financial Officer

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Randall S. Blankenhorn, Secretary

By: _____
Signature of Designee

Date: _____
Printed Name: Matt Magalis
Printed Title: Chief Financial Officer
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 III. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Award” has the same meaning as in 44 III. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 III. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 III. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 III. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 III. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 III. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 III. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See *also* 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

- (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).
- (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
- (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
- (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs 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. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- (n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- (o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- (p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- (r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4 Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL ORGANIZATION

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS**

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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**EXHIBIT A
PROJECT DESCRIPTION**

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-00-1439	1439-9808	689046

Kane County DOT is currently working on an update to the 2040 LRTP. Our consultants have completed 2040 modeling of our network and KDOT has conducted outreach and are in the beginning stages of crafting a draft document for stakeholder review. In the past few months, the efforts of CMAP and their work on their 2050 plan and the completion of our LRTP process are more closely aligned. CMAP's 2050 data and forecasts are soon to be released for public review, which essentially makes 2040 forecasts obsolete. We have refocused our work on the 2040 plan to incorporate the 2050 planning horizon. This will more accurately reflect our long range goals and objectives in planning for the County's transportation network, and reflect our commitment to regional planning partnerships in the CMAP MPO region.

Working with our consultants, CH2M, we have developed a rough scope and associated cost to remodel to the 2050 horizon. Highlights of the new scope include:

1. Update sub-zone level socioeconomic data to compare updated 2040 with ON TO 2050 datasets for Kane County. Update GIS graphic and evaluate changes to assess data inputs for the Travel demand model.
2. Update socioeconomic data inputs and perform travel demand model runs for 2050 scenario. Evaluate changes in travel performance between 2040 update and ON TO 2050 scenario. This task will include updating both internal demand and external travel demand as part of the travel demand model update.
3. Using outputs from the travel demand model, update deficiencies and travel performance for the roadway system.
4. Reconcile differences between the 2040 and 2050 roadway deficiencies and identify proposed roadway projects for the Kane County 2050 Long Range Transportation Plan.
5. Update project cost estimates to reflect changes for the 2050 LRTP projects. Update the travel demand model to test performance of the proposed 2050 KDOT LRTP projects to evaluate benefits compared to deficiencies
6. In addition, are proposing to develop the public facing document in a web optimized platform. Printed copies will still be provided, however, it is apparent from CMAP's ONTO2050 efforts, that web viewing has become the industry standard. Included in the scope of this additional work are tasks designed to complete the document for print presentation as well as web viewing. KDOT has prioritized public participation in this process in web based platforms such as Metroquest and Poll Everywhere, and as the project has developed, it is clear that web based platforms are the best way to provide information to the public. We don't want to do that in a static PDF way, we want to provide the information through an engaging and meaningful experience in keeping with our methods of engaging the public to date.

EXHIBIT B
DELIVERABLES OR MILESTONES

The Grantee shall provide the Grantor contact a copy of the approved updated Long Range Transportation Plan.

Deliverables shall be sent to the Grantor contact at:

Illinois Department of Transportation
Bureau of Planning
Attn: Holly Ostdick
2300 South Dirksen Parkway, Rm. 311
Springfield, IL 62764
Email: Holly.Ostdick@illinois.gov

EXHIBIT C
PAYMENT

Grantee shall receive \$68,000.00 under this agreement.

Enter specific terms of agreement here:

Federal: \$68,000.00

Grantee Local match: \$17,000.00

I. Invoices. Part One

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Operations Manager and Budget Assistant(s) in order to receive reimbursement.

a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Team at:

Illinois Department of Transportation
Office of Planning and Programming
Attn: Finance Team
2300 S. Dirksen Parkway, Room 318
Springfield, IL 62764
Email: DOT.OPP.Finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

a. The invoice must include:

- i. Indication of total amount of federal and matching funds expended.
- ii. Cover letter to the C-13
 1. States the obligation number, contract name, source of funds being requested (typically SPR(FHWA), but can be PL(FHWA), FTA(FHWA), state funds and CMAQ).
- iii. Requests for reimbursement must be requested on form C-13
- iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.
- v. Certification by the Grantee's finance officer of accurate expenses.
- vi. Expenditure and Progress Report:
 1. Percentage of work complete and amount requested per line item for invoice period.
 2. Identification of expenditures by work task
 3. Progress reports are required under 23 CFR 420 .117. State and federal regulations require:
 - a. Quarterly reports shall be submitted to the Grantor contact 30 days after end of the reporting period
 - b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.
- vii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

III. IDOT Project Manager Review and Approval

a. Upon submittal of an invoice, the IDOT Project Manager reviews and checks:

- i. Mathematical accuracy.
- ii. That requested reimbursement is consistent with items included in the approved scope.
- iii. That total amount invoiced is proportional to total amount budgeted.
- iv. Expenditure for each line item is less than or equal to the budgeted amount
- v. Completion of the work being invoiced.

b. Failure to provide a complete invoice may delay or prevent reimbursement If there are problems with

the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.

c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the IDOT Project Manager.

IV. Grantor Operations Manager / Budget Assistant(s) Approval

a. Once approved, the Grantor Operations Manager and/or Budget Assistant(s) submit invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.

V. Send Payment

a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).

b. If approved by the IDOT Project Manager, payment is generally made within 15 days of receiving a complete invoice.

**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Holly Ostdick

Title: Bureau Chief

Address: 2300 South Dirksen Parkway, Springfield, IL 62764

Phone: 217-785-2994

TTY#: N/A

Fax#: N/A

Email Address: Holly.Ostdick@illinois.gov

GRANTEE CONTACT

Name: Jackie Forbes

Title: Chief of Planning and Programming

Address: 41W011 Burlington Road, St. Charles, IL 60175

Phone: 630-444-3142

TTY#: N/A

Fax#: N/A

Email Address: forbesjackie@co.kane.il.us

Additional Information:

N/A

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall:

- 1) Submit accurate and timely invoices.
- 2) Promptly respond to inquiries by the Grantor.
- 3) Provide the final product by the end of this Agreement.

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EXHIBIT F
PERFORMANCE STANDARDS

The Grantee shall:

- 1) Submit accurate and timely invoices at minimum quarterly.
- 2) Promptly respond to inquiries by Grantor.
- 3) Provide the final product by the end of this Agreement.

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EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Cost Principles (2 CFR 200.400):

Grantee shall request prior approval from Grantor contact for any costs that deviate from approved budget before any expense is incurred.

Corrective Action(s) needed to change status:

Implementation of additional controls for reviewing and approval of expenditures. Condition may be removed upon request after one year from the implementation of additional controls.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

Equipment and Supplies. Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

Renewal. This Agreement may not be renewed.

REPORTING

Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first three months after the 09/15/2018 effective date of the Agreement.

Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 11/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

ADDITIONAL REPORTING REQUIREMENTS

The Grantee must submit a BoBS 2832 report for the period ending 9/30 – Federal Fiscal Year End

Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review. final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

PROCUREMENT PROCEDURES/ EMPLOYMENT OF GRANTOR PERSONNEL

1. Procurement of Goods or Services – Federal Funds – For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

2. Procurement of Goods or Services – State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$50,000.00 and \$20,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations , and other federal requirements in carrying out any project supported by federal funds.

The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
 2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.
 3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
 4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
 5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.
- Control of Property.** The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 CFR Part 18.32, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The

Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - Executive Order 11593, which relates to identification and protection of historic properties;
 - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
 - The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PART THREE - THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this project:

None Identified



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

E06

1439-9808

State Agency: Illinois Department of Transportation

Organization Name: Kane County

Notice of Funding
Opportunity (NOFO) Number: 1439-504

Data Universal Number System (DUNS) Number (enter numbers only): 945248565

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439

CSFA Short Description: Statewide Planning and Research Funds

Section A: State of Illinois Funds

Fiscal Year: FY 2019

REVENUES			Total Revenue
State of Illinois Grant Requested		\$	68,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Service)	200.459	\$	68,000.00
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)			
16. Total Direct Costs (add lines 1-15)	200.413	\$	68,000.00
17. Total Indirect Costs	200.414	\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	68,000.00

Instructions
found at end of
document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Kane County

NOFO Number: 1439-504

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

- is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
- complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Kane County

NOFO Number: 1439-504

Section B: Non-State of Illinois Funds

Fiscal Year: FY 2019

REVENUES		Total Revenue
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$ 17,000.00
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$ 17,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$
7. Consultant (Professional Services)	200.459	\$ 17,000.00
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 17,000.00
17. Total indirect Costs	200.414	\$
Rate %:	<input style="width: 150px;" type="text"/>	
Base:	<input style="width: 150px;" type="text"/>	
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 17,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Kane County NOFO Number: 1439-504
 Data Universal Number System (DUNS) Number (enter numbers only) : 945248565 Fiscal Year: FY 2019
 Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 CSFA Short Description: Statewide Planning and Research Funds

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Kane County Divison of Transportation
 Institution/Organization Name:

Institution/Organization Name:

Chief of Finance
 Title (Chief Financial Officer or equivalent):

County Engineer
 Title (Executive Director or equivalent):

Kathy Hopkinson
 Printed Name (Chief Financial Officer or equivalent):

Carl Schoedel
 Printed Name (Executive Director or equivalent):

Kathleen T. Hopkinson
 Signature (Chief Financial Officer or equivalent):

[Handwritten Signature]
 Signature (Executive Director or equivalent):

May 14, 2018
 Date of Execution (Chief Financial Officer):

May 14, 2018
 Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:

Sub-recipient DUNS: ~~04528565~~ **945248565**

Sub-recipient Parent Company DUNS:

Sub-recipient Name: Kane County Division of Transportation

Sub-recipient DBA Name: County of Kane

Sub-recipient Street Address: 719 S. Batavia Avenue

City: Geneva

State: IL

Zip-Code: 60134

Congressional District:

Sub-recipient Principal Place of Performance:

City:

State:

Zip-Code:

Congressional District:

Contract Number (if known):

Award Amount:

Project Period: From:

Project Period: To:

\$68,000.00

Sep 15, 2018

May 30, 2019

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Transportation - Planning and Research Funds

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes

If Yes, must answer Q2 below.

No

If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes

No

If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and Wages) (2 CFR 200.430)

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
State Total					
			%		Add Delete
Non-State Total					
Total Fringe Benefits					

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Travel (2 CFR 200.474)

Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add
		Delete
State Total		
		Add
		Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
Jacobs	Remodel, deficiency analysis, project listing	\$68,000.00	lump sum contrt	1	\$68,000.00	Add Delete
State Total					\$68,000.00	
Jacobs	Remodel, deficiency analysis, project listing	\$17,000.00	lump sum contrt	1	\$17,000.00	Add Delete
NON-State Total					\$17,000.00	
Total Consultant Services (Fees)					\$85,000.00	

Consultant Services Narrative (State):
 Addendum to existing contract for 2040 Long Range Transportation Plan update to remodel using CMAP's 2050 updated demographics and develop a web-based final product. This will include enhanced user-friendly graphics and professional layout for both the web and print version of plan.

Consultant Services Narrative (Non-State):
 Addendum to existing contract for 2040 Long Range Transportation Plan update to remodel using CMAP's 2050 updated demographics and develop a web-based final product. This will include enhanced user-friendly graphics and professional layout for both the web and print version of plan.

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
State Total							
							Add Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add Delete
	State Total		
			Add Delete
	Non-State Total		
	Total Construction		

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200 87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Training and Education						

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity, (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State)

Direct Administrative Costs Narrative (Non-State) (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit, if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Base	Rate	Indirect Cost	Add/Delete Rows
				Add Delete
		State Total		
				Add Delete
		Non-State Total		
		Total Indirect Costs		
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment			
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$68,000.00	\$17,000.00	\$85,000.00
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs			
State Request	\$68,000.00		
Non-State Amount		\$17,000.00	
TOTAL PROJECT COSTS			\$85,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Kane County Notice of Funding Opportunity (NOFO) Number: 1439-504

Data Universal Number System (DUNS) Number (enter numbers only): 945248565

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 CSFA Short Description: Statewide Planning and Research Funds

Fiscal Year(s): _____

Initial Budget Request Amount: _____

Prior Written Approval for Expense Line Item: _____

Statutory Limits or Restrictions: _____

Checklist: _____

Final Budget Amount Approved: \$ 85,000.00

Holly Ostdiek
Program Approval Name

[Signature]
Program Approval Signature

8/2/18
Date

Nancy Dial
Fiscal & Administrative Approval Name

[Signature]
Fiscal & Administrative Approval Signature

8/2/18
Date

Budget Revision Approved: _____

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

KANE COUNTY DIVISION OF TRANSPORTATION

Traffic Operations & Permitting Department Monthly Report – October 16, 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 early 2019.

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 complete for traffic signal installation and interconnect to adjacent signals. Construction schedule uncertain.
2. Randall Road & Silver Glen Road southwest quadrant (Spectrum Senior Living) – Design is complete for left and right turn lane construction at access location. Construction expected in early 2019.
3. West Bartlett Road & IL Route 25 southeast quadrant (Circle K) – Concept plan approved.
4. Orchard Road & Jericho Road southwest quadrant (Heidner Properties) – Design underway for turn lane installation at access points and construction of west leg of Orchard/Rochester intersection.
5. Kirk Road & Wind Energy Pass southeast quadrant – Roadway plans under review. Construction of temporary signals expected to begin in October, 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 approved for construction of left- and right-turn lanes at the westernmost access to Plato Road. Construction expected to begin in early 2019.
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

Note: There are no permit activity spreadsheets/charts this month. These details will be in next month's report.

Attachments: None.

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



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Agreement with GBA System Integrators, LLC of Moline, Illinois for Network Operations Management Engineering Services, Kane County Section No. 18-00365-05-EG

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$464,415.00
If not budgeted, explain funding source: N/A	

Summary:

The Network Operations Management (NOM) Engineering Services Contract will consist of the following tasks pertinent to the operation, maintenance, and administration of the County's traffic signal, street lighting, ITS, and ATMS network infrastructure:

- Network monitoring and reporting (associated with Traffic Signals and ITS devices)
- Operational trouble shooting
- Responding and addressing complaints
- Electrical Maintenance Contractor (EMC) supervision
- "On-call" engineering review of plans, specifications, material submittals ("catalog cuts"), etc.
- Maintaining existing equipment inventories
- Field inspections of new/modified/existing installations and equipment

Staff has completed the consultant selection process and has negotiated a contract with GBA, System Integrators, LLC for a not to exceed amount of \$464,415.00. This appropriation would cover a two-year contract with the optional extension for a third year. Details regarding the selection process can be found on our website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN AGREEMENT WITH GBA SYSTEM INTEGRATORS, LLC OF MOLINE, ILLINOIS FOR NETWORK OPERATIONS MANAGEMENT ENGINEERING SERVICES, KANE COUNTY SECTION NO. 18-00365-05-EG

WHEREAS, consultant services are necessary to provide assistance with the management of the County’s traffic signals and traffic signal systems and operation of its network infrastructure (hereinafter referred to as “Project”); and

WHEREAS, in order to complete the Project it is necessary to retain the services of a professional engineering firm to perform network infrastructure operations, management, monitoring and reporting for the County’s traffic signals and signal system network, (hereinafter the “Services”); and

WHEREAS, GBA System Integrators, LLC, 1701 River Drive, Suite 100, Moline, Illinois 61265 (hereinafter the "Consultant") has experience and professional expertise in the Services and is willing to perform the Services for an amount not to exceed Four Hundred Sixty Four Thousand Four Hundred Fifteen Dollars (\$464,415.00) for a contract period of two years from December 1, 2018 to November 30, 2020 with an option for the County to extend the term for the contract for an additional third year; and

WHEREAS, the County has determined that it is in the County's best interest to enter into an agreement for the required Services with the Consultant, (a copy of which is on file in the office of the Kane County Clerk), (hereinafter the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute the Agreement with GBA Systems Integrators, LLC of Moline, Illinois for the required Services.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Four Hundred Sixty Four Thousand Four Hundred Fifteen Dollars (\$464,415.00) to pay for the Services for a period of two years from December 1, 2018 to November 30, 2020 with an option for the County to extend the term for the contract for an additional third year and that said funds be paid from County Highway Fund No. 300, Line Item #50140 (Engineering).

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?
300.520.520.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 NOM

**AN AGREEMENT COUNTYWITH GBA SYSTEMS INTEGRATORS, LLC FOR
NETWORK OPERATIONS & MANAGEMENT (NOM) SERVICES
KANE COUNTY - SECTION NO. 18-00365-06-EG**

PURCHASE ORDER # _____

This AGREEMENT, made this 13th day of November, 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), of 719 South Batavia Avenue, Geneva, Illinois 60134 and GBA SYSTEMS INTEGRATORS, LLC., a Kansas limited liability company authorized to do business in the State of Illinois and an Illinois Licensed Professional Engineering firm, with offices at 1701 River Drive, Suite 100, Moline, Illinois 61265 (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 COUNTY highways throughout Kane County; and,

WHEREAS, engineering services are necessary to provide operational and management assistance for the County of Kane’s traffic system communication infrastructure (hereinafter referred to as the “PROJECT”); and,

WHEREAS, in order to accomplish the PROJECT, it is necessary to retain the services of a professional engineering firm to perform network operations and management services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in traffic communication network system operations and management services and is willing to perform said services for the PROJECT for an amount not to exceed Three Hundred and Nine Thousand, Six Hundred and Ten Dollars (\$309,610.00),

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 SUB-CONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any 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 Kane 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 includes 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 "A" which is 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 AGREEMENT sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 All invoices shall be submitted on the most current Illinois Department of Transportation Bureau of Design and Environment invoicing form appropriate for the PROJECT.
- 6.7 The CONSULTANT agrees to receive all payment for work performed under this AGREEMENT via the COUNTY's automatic clearing house program.
- 6.8 All invoicing will be based upon calendar months solely.
- 6.9 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Three Hundred and Nine Thousand, Six Hundred and Ten Dollars (\$309,610.00),

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 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) 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 Three Million Dollars (\$3,000,000.00).

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 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 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 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 expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.
- E. That the certificate of insurance shall contain the project name and section number.

8.4 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 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 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 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 STANDARD OF PERFORMANCE.

10.1 The CONSULTANT'S and sub-CONSULTANT's standard of performance under the terms of this AGREEMENT shall be that which meets the satisfaction of the Kane COUNTY Engineer and the quality and standards of similar work 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, documents 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. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.

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.

12.3 The CONSULTANT agrees that any documents or materials made or maintained under the terms of this AGREEMENT whether paper, photographic or digitized electronic material, regardless of physical form or characteristic shall not be erased or destroyed without the prior written consent of the COUNTY.

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

- 13.1 The CONSULTANT and any 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-consultants 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 PARTIES termination of this AGREEMENT in accordance with the terms of Section 16.0; or,
 - B. 730 calendar days after the receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 730 calendar days during the periods from December 1, 2018 to November 30, 2020 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days as stated in Section 15.1 B above 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 CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this AGREEMENT.

15.3 In the event the PROJECT work is suspended by the COUNTY 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.

15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this AGREEMENT for a period of time up to but not exceeding two, one-year periods. Scope items and maximum compensation amount shall be reviewed and adjusted as needed and as agreed upon by both the COUNTY and the CONSULTANT as part of any contract term extension.

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 for any reason upon written notice to the CONSULTANT.

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 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 and understandings 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 a PARTY without prior written approval of the other PARTY.

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

GBA SYSTEMS INTEGRATORS, LLC
1701 River Drive, Suite 100
Moline, Illinois 61265
Attn.: James Gilbert, P.E., PTOE, Director of Operations

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

COUNTY OF KANE

GBA SYSTEMS INTEGRATORS, LLC

CHRISTOPHER J. LAUZEN, CHAIRMAN
KANE COUNTY BOARD

JAMES L. GILBERT, PE, PTOE
DIRECTOR OF OPERATIONS

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

X
X

(Seal)

EXHIBIT “A”

SCOPE OF SERVICES

I. PROJECT DESCRIPTION / PRELIMINARY SCOPE OF SERVICES

The CONSULTANT will provide administration assistance to COUNTY Traffic Engineering staff (KDOT Traffic staff) for the management and operational oversight of the COUNTY’s traffic operations infrastructure, which includes approximately 140 traffic signal and flashing beacon locations, 1,100 street light locations as well as the COUNTY’s growing centrally controlled ATMS (Advanced Traffic Management System) network. These services will include but are not limited to the following responsibilities and requirements:

1. System Monitoring and Reporting

- The remote monitoring of all COUNTY maintained network connected devices and traffic signal (ITS) systems, which can be communicated via internet through VPN (Virtual Personal Network) access for the purpose of identifying specific operational issues/deficiencies.
- The remote monitoring of all COUNTY maintained ATMS communications infrastructure. Generally ensuring all devices are online and provide capacity utilization reports if available in COUNTY monitoring software or switch interfaces.
- The CONSULTANT shall investigate and develop an appropriate course of action to resolve any and all operational issues/deficiencies that are identified, which may include coordination with the Electrical Maintenance Contractor (EMC) or other contractors that might have temporary maintenance responsibilities of COUNTY facilities. The CONSULTANT shall provide any guidance and oversight necessary to the EMC or other contractor in order to assure the issue has been resolved.
- Maintain and update as necessary a *GIS based fiber optic network and Splice/Termination* Inventory of the COUNTY’s traffic signal communication network. This model may also incorporate infrequent updates to Kane COUNTY’s Information Technology Department fiber network which is shared among many traffic signal network conduits.
- Generate, maintain, and update as needed an active directory of configuration files necessary to “re-image” any layer 2 or layer 3 switch on the network using a “factory default” version of the same switch to get the replacement working at the same configuration as the “original” switch.

2. Operational Trouble Shooting

- Assist KDOT Traffic staff in responding to network communication outages or network performance issues. This assistance includes remotely correcting issue when possible or providing a diagnostic review of the network to pin-point locations or areas to be further checked “in the field”, typically by COUNTY EMC or KDOT Traffic staff.
- Provide analysis and recommendations related to issues with network design or further expansion as requested by KDOT Traffic staff.
- Analyze and adjust existing switch, router, or device network configurations or other system programming as directed by the KDOT Traffic staff.
- Maintain “tracking” database of all known network issues or outages and their status. Provide weekly status reports to KDOT Traffic staff for all open issues or outages.

- The CONSULTANT shall possess proficiency in programming the following network switches and routers in both telnet based interfaces and web browser based interfaces as applicable:
 - Cisco Layer 3 – Catalyst 3850 24 (WS-C3850-24T)
 - Cisco Layer 3 – IE-4000-8GT4G-E
 - Layer 2 - Belden GarrettCom 6KQ series, 6K25 series, and 6K32 series
 - Layer 2 – Comtrol RocketLinx 24+4G (ES9528)
 - Layer 2 – Comtrol RocketLinx ES8510
 - Layer 2 – Comtrol RocketLinx ES8520

3. Electrical Maintenance Contractor (EMC) Assistance

In concert with the KDOT Traffic staff, provide direct general contract assistance of the COUNTY’s EMC as follows:

- Coordination with the EMC and any other designated maintenance agent on specific issues related to Fiber optics or Ethernet/ITS equipment maintenance, repair, modifications, scheduling and general trouble shooting.
- Field inspection of all Fiber or splicing work performed by the EMC.
- Provide remote assistance to EMC field personnel in helping to troubleshoot or proxy configure new switch hardware. Typically through use of Team Viewer or similar software, perform the necessary work through teamed cooperation with EMC field personnel adjusting requested connections to facilitate troubleshooting or programming

4. Field Inspections

- Coordinate and provide detailed (intermediate/final) inspection for new/modernized traffic signal/roadway lighting/ITS equipment at maintenance transfers and “turn-ons”.
- Provide detailed inspection and analysis on existing fiber optic cable and terminations to provide KDOT traffic recommendations on alternate fiber pathways for new communication routes. Analysis may include requesting OTDR (Optical Time-Domain Reflectometer) testing.

5. Engineering “Peer” Review

- Review prepared interconnect and fiber splicing plans submitted by others and provide written comments the KDOT Traffic staff.
- Review interconnect and fiber splicing plans and specifications prepared by others and provide written comments the KDOT Traffic staff.
- Review manufactures' material submittal (“catalog cuts”) and provide written comments the KDOT Traffic staff.
- Periodic review and revisions of the COUNTY’s Fiber optic, switch, or other ITS based Specifications and other traffic related standards and guidelines.

6. Special Projects

- Provide GIS mapping updates of COUNTY ATMS (fiber optic) network. This includes GPS locating sizing and surveying of Interconnect Handholes, conduit paths, fiber cable fiber counts, signal cabinet locations, photos of cabinets and handholes, and a detailed fiber termination and splicing diagram at every splice and termination point.
 - The COUNTY plans to utilize ArcGIS Online (AGOL) and would require the CONSULTANT to acquire at least 1 “Contributor” level license in order to perform edits and updates to this existing GIS database.

- Teaming with Transcore to provide Software updates to COUNTY's Existing TransSuite ATMS suite (once per year) and ongoing support.
 - Transcore's Contact Information is 770-246-6202 or ITS@Transcore.com or Rick.zygowicz@transcore.com
- Teaming with the COUNTY's network monitoring software vendor to provide software updates (once per year) and ongoing support (if requested by KDOT traffic)
- Wireless/Broadband Radio interconnect surveys and analysis and integration needs to implement new wireless links to the existing COUNTY network.
- Procure and configure new switch hardware at an existing or new network location
- Procure and configure alternate SFP (Small form-factor pluggable transceiver) modules and/or additional in cabinet splicing of unused fibers. OTDR testing may also be included.

II. QUALIFICATIONS

The CONSULTANT possesses competency in the following areas of expertise:

- CONSULTANT's Project staff working on the COUNTY network shall possess a Cisco Certified Network Professional, Routing and Switching (CCNP) or be overseen by a professional who is certified.
- CONSULTANT's Project staff working on the COUNTY network shall be experienced in the working knowledge of routed networks involving VLANs, gateways, virtual workstation servers, network port routing through firewalls, Network switch port assignments to specific VLANs, Rapid spanning tree protocol.
- CONSULTANT's Project staff shall possess knowledge of planning, design, construction, implementation, and maintenance of field networks in an industrially hardened environment of Traffic signals under NEMA standards.
- CONSULTANT's Project Manager shall possess a working knowledge of multiple modes of network communication such as in the planning, design, construction, implementation, and maintenance of twisted copper, fiber optic(SM or MM), cellular, and radio communication. This working knowledge shall also include typically required conversion requirements when working or interfacing between differing modes or in communicating back to a central server.
- CONSULTANT's Project manager and or representatives that possess IMSA certification in
 - Traffic Signals (Level II as a min, Field, desirable)
 - Traffic Signal Inspection
 - Fiber Optics in ITS (Level I as a min. and Level II Field desirable)
- Oversight/project management of traffic signal/street lighting/ITS infrastructure maintenance.

III. PROJECT DURATION

Contract duration shall begin upon the receipt of the notice to proceed from the COUNTY to the CONSULTANT, which is anticipated to be in early December 2018 and continue through December of 2020 for an approximate duration of 24 months with provisions for up to but not to exceed an additional twelve (12) months at the discretion of the COUNTY's Kane County Engineer. This provisional extension may extend the contract through December 2021.

Exhibit "B"

**GBA SYSTEMS INTEGRATORS, LLC
 STANDARD HOURLY RATES**

Employment Classification	Hourly Rate
President / Director of Operations	\$ 295.00
Senior Associate	\$ 240.00
Associate	\$ 210.00
Project Manager	\$ 150.00
Senior Integration Manager	\$ 165.00
System Integrator I	\$ 150.00
System Integrator II	\$ 140.00
System Integrator III	\$ 130.00
Technical Services Manager	\$ 155.00
Senior Communications Technician	\$ 150.00
Communications Design Tech I	\$ 115.00
Communications Design Tech II	\$ 90.00
Intern	\$ 90.00
Level 1 IMSA / Safety / Maint. Trainer	\$ 140.00
Level 2 Comm / Networks Trainer (CCND/CCNP/CCNA)	\$ 160.00
Level 3 Certified Engineer Trainer	\$ 200.00
 Equipment	
Small UAV (drone) equipment	\$ 55.00 per hour
 Expenses	
Personal and Company Vehicles	\$ 00.54 per mile
Reimbursable expenses (printing and plotting, long distance telephone, travel, per diem, etc.) incurred will be charged at cost plus 10% to cover administrative overhead, unless otherwise stipulated by contract.	

Effective Dates: Oct 1, 2018 to Sep 30, 2019

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.

gba Systems Integrators, LLC

Company Name



Signature of Officer of Company

Director of Operations

Title

October 2, 2018

Date

October 1, 2018

Ms. Jennifer O'Connell, P.E.
Senior Project Manager
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

RE: Contractor Disclosure Statement for gba Systems Integrators, LLC
Per Kane County Code, Article III Division 3, Section 2-211
Network Operations & Management (Nom) Section Number 18-00365-06-EG

Dear Ms. O'Connell:

In compliance with the above referenced disclosure requirements, James L. Gilbert hereby certifies that, gba Systems Integrators, has not donated funds to any Kane County elected officials.

James L. Gilbert further certifies that as of October 1, 2018 there are no individual owners with a beneficial interest of 5% or more in gba Systems Integrators, LLC.

George Butler Associates, Inc. is the 99% owner of gba Systems Integrators, LLC.

Please review the above information and call my office at 913.577.8353 if you have any questions or require additional information.

Sincerely,



James L. Gilbert, P.E., PTOE
Director of Operations



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Agreement with Iteris, Inc. of Santa Ana, California for Traffic Signal Operation Management Engineering Services, Kane County Section No. 18-00365-05-EG

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$747,752.81
If not budgeted, explain funding source: N/A	

Summary:

The Traffic System Operations Management (TSOM) Engineering Services Contract will consist of the following tasks pertinent to the operation, maintenance, and administration of the County's traffic signal, street lighting, ITS, and ATMS network infrastructure:

- Traffic signal system and communication network monitoring and reporting
- Operational trouble shooting
- Responding and addressing complaints
- Electrical Maintenance Contractor (EMC) supervision
- "On-call" engineering review of plans, specifications, signal timing and sequencing plans, material submittals ("catalog cuts"), etc.
- Maintaining existing equipment inventories
- Field inspections of new/modified/existing installations and equipment
- Staff support for the Arterial Operations Center (AOC)

Staff has completed the consultant selection process and has negotiated a contract with Iteris, Inc. for a not to exceed amount of \$747,752.81. This appropriation would cover a two-year contract with the optional extension for a third year. Details regarding the selection process can be found on our website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN AGREEMENT WITH ITERIS, INC. OF SANTA ANA, CALIFORNIA FOR TRAFFIC SIGNAL OPERATION MANAGEMENT ENGINEERING SERVICES, KANE COUNTY SECTION NO. 18-00365-05-EG

WHEREAS, consultant services are necessary to provide assistance with the management of the County's traffic signals and traffic signal systems (hereinafter referred to as "Project"); and

WHEREAS, in order to complete the Project it is necessary to retain the services of a professional engineering firm to perform traffic signal operation management (hereinafter the "Services"); and

WHEREAS, Iteris, Inc., 1700 Carnegie Avenue, Suite 100, Santa Ana, California 92705-5551 (hereinafter the "Consultant") has experience and professional expertise in management of traffic signals and traffic signal systems and is willing to perform the required Services for an amount not to exceed Seven Hundred Forty Seven Thousand Seven Hundred Fifty Two Dollars and Eighty One Cents (\$747,752.81) for a contract term of two years from December 1, 2018 to November 30, 2020 with an option to extend the contract term for a third year; and

WHEREAS, the County has determined that it is in the County's best interest to enter into an agreement for the services required for the Project with the Consultant, (a copy of which is on file in the office of the Kane County Clerk), (hereinafter the "Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an Agreement with Iteris, Inc. of Santa Ana, California for Traffic Signal Operation Management Engineering.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Seven Hundred Forty Seven Thousand Seven Hundred Fifty Two Dollars and 81/100 (\$747,752.81) to pay for traffic signal operation management engineering services for a period of two years from December 1, 2018 to November 30, 2020 with an option to extend the contract term for a third year and that said funds be paid from County Highway Fund No. 300, Line Item #50140 (Engineering).

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?
300.520.520.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 TSOM

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND ITERIS, INC. FOR
TRAFFIC SYSTEM OPERATION & MANAGEMENT SERVICES
KANE COUNTY SECTION NO. 18-00365-05-EG**

PURCHASE ORDER # _____

This Agreement, made this 13th day of November, 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), of 719 South Batavia Avenue, Geneva, Illinois 60134 and ITERIS, INC., a Delaware Corporation authorized to do business in the State of Illinois, with offices at 1700 Carnegie Ave; Suite 100; Santa Ana, CA 92705(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, professional services are necessary to provide operational management of the County of Kane’s traffic system infrastructure (hereinafter referred to as the “PROJECT”); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform traffic system operation management services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in traffic system operation management services and is willing to perform said services for the PROJECT for an amount not to exceed Four Hundred Ninety Eight Thousand Five Hundred One Dollars and Eighty Seven Cents (\$498,501.87),

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 SUB-CONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any 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 Kane 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 includes 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 "A" which is 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 Agreement sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 All invoices shall be submitted on the most current Illinois Department of Transportation Bureau of Design and Environment invoicing form appropriate for the PROJECT.
- 6.7 The CONSULTANT agrees to receive all payment for work performed under this Agreement via the COUNTY's automatic clearing house program.
- 6.8 All invoicing will be based upon calendar months solely.
- 6.9 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Four Hundred Ninety Eight Thousand Four Hundred Ninety Eight Thousand Five Hundred One Dollars and Eighty Seven Cents Dollars (\$498,501.87).
- 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 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) 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 Three Million Dollars (\$3,000,000.00).

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 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 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 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,

That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

D. That the certificate of insurance shall contain the project name and section number.

8.4 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 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 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 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 STANDARD OF PERFORMANCE.

10.1 The CONSULTANT'S and sub-consultants shall perform services using the degree of care and skill ordinarily exercised under similar conditions by design professionals practicing in the same field at the same time in the same locality under the terms of this Agreement.

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, documents 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. The CONSULTANT's obligation hereunder shall survive the termination of this Agreement.

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.

12.3 The CONSULTANT agrees that any documents or materials made or maintained under the terms of this Agreement whether paper, photographic or digitized electronic material, regardless of physical form or characteristic shall not be erased or destroyed without the prior written consent of the COUNTY.

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

- 13.1 The CONSULTANT and any 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-consultants 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 PARTIES termination of this Agreement in accordance with the terms of Section 16.0; or,
 - B. 685 calendar days after the receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 730 calendar days during the periods from December 1, 2018 to November 30, 2020 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days as stated in Section 15.1 B above 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 CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this Agreement.
- 15.3 In the event the PROJECT work is suspended by the COUNTY 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.

15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this Agreement for a period of time up to but not exceeding two, one-year periods.

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 for any reason upon written notice to the CONSULTANT.

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 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 and understandings 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 a PARTY without prior written approval of the other PARTY which shall not be unreasonably withheld.

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

ITERIS, INC.
1700 Carnegie Ave, Suite 100
Santa Ana, CA 92705 Attn.: Contracts Department

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

COUNTY OF KANE

ITERIS, INC.

CHRISTOPHER J. LAUZEN, CHAIRMAN
KANE COUNTY BOARD

SCOTT CARLSON
ASSISTANT GENERAL MANAGER

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

CHRISTOS ACHILLIDES, P.E., PTOE
PROJECT MANAGER

(Seal)

EXHIBIT “A”

SCOPE OF SERVICES

The CONSULTANT will provide administration assistance to COUNTY Traffic Engineering staff (KDOT Traffic staff) for the management and operational oversight of the COUNTY’s traffic operations infrastructure, which includes approximately 140 traffic signal and flashing beacon locations, 1,100 street light locations as well as the COUNTY’s growing centrally controlled ATMS (Advance Traffic Management System) network. These services will include but are not limited to the following responsibilities and requirements:

1. System Monitoring and Reporting

- The remote monitoring of all COUNTY maintained traffic signals and traffic signal systems, which can be communicated via internet through VPN (Virtual Personal Network) access for the purpose of identifying specific operational issues/deficiencies by performing the following analyses.
 - Critical Faults/Alarms for the traffic signal controllers, MMU (Malfunction Management Units) and UPS (Uninterruptible Power Supply) systems (daily/real time)
 - Detector Diagnostics (weekly)
 - CRC (Cyclical Redundancy Check) (weekly)
 - Video Monitoring
- The remote monitoring of all COUNTY maintained ATMS communications infrastructure.
- The CONSULTANT shall possess updated versions of both Aries and Marc NX traffic management software and be proficient in their use.
- The CONSULTANT shall be proficient in the use of a transportation management software application (to manage signal controller databases and their modifications) such as:
 - Siemens *TACTICS*
 - TransCore *TransSuite, TCS (Traffic Control Software)*
- The CONSULTANT shall investigate and develop an appropriate course of action to resolve any and all operational issues/deficiencies that are identified, which may include coordination with the COUNTY’s Electrical Maintenance Contractor (EMC) or other contractors that might have temporary maintenance responsibilities of COUNTY facilities. The CONSULTANT shall provide any guidance and oversight necessary to the EMC or other contractor in order to assure the issue has been resolved.
- Provide weekly condition reports to KDOT Traffic staff the EMC and other contractors that might have temporary maintenance responsibilities of COUNTY facilities.
- Create and Maintain and update as necessary a *Synchro* traffic model of the COUNTY’s traffic signal network.

Deliverables:

- KDOT Auto Compare Report – Submitted via E-mail weekly

2. Operational Trouble Shooting and Public Complaints

- Assist KDOT Traffic staff in responding to public complaints regarding traffic signal operation. Provide analysis and recommendations as related to issues with traffic signal timing, coordination and overall traffic operations as requested by KDOT Traffic staff.

- Provide Analysis and Recommendation to Traffic Communication System related issues as requested.
- Analyze and adjust existing timing plans and other system programming as directed by the KDOT Traffic staff.
- Create and Maintain “tracking” database of all submitted complaints and their status. Provide weekly status reports to KDOT Traffic staff for all open complaints. The CONSULTANT shall possess the latest version of Synchro traffic analysis software and be proficient in its use.
- The CONSULTANT shall possess proficiency in programming the following traffic signal controllers in both proprietary manufacturer firmware and NTCIP firmware as applicable:
 - Siemens M52
 - Econolite ASC/3
 - Peek 1000
 - Intelight X-1 & X-1L (Including “MaxTime” Software Solution)

Deliverables:

- Public Complaint Database – Submitted via E-mail monthly

3. COUNTY Electrical Maintenance Contractor (EMC) Supervision

In concert with the KDOT Traffic staff, provide direct general contract administration of the EMC as follows:

- Coordination and administration of the EMC and any other designated maintenance agent on specific issues related to traffic signal/roadway lighting/ITS equipment maintenance, repair, modifications, scheduling and general trouble shooting.
- Maintenance of a “tracking” database of all ongoing work orders (routine and non-routine) and their status. Provide weekly status reports to KDOT Traffic staff for all open work orders. The CONSULTANT should also provide QA (Quality Assurance) for the EMC meeting required response times per EMC contract.
- Field inspection of all work performed by the EMC.
- Field review of temporary traffic control for all work performed by the EMC.
- The CONSULTANT will provide review of all invoices submitted by the EMC for submittal to KDOT Traffic staff for approval and final processing.
- Provide oversight for the maintenance of inventory for COUNTY maintained traffic system and roadway lighting infrastructure.
- Coordinate and attend a monthly coordination meeting between the COUNTY and the EMC and other interested parties.
- Attend various other meetings on request such as pre-construction conferences, staff meetings, etc.

Deliverables:

- Electrical Maintenance Reports – Submitted via E-mail

4. Field Inspections

- Coordinate and provide detailed (intermediate/final) inspection for new/modernized traffic signal/roadway lighting/ITS equipment at maintenance transfers and “turn-ons”.
- Provide detailed inspection for temporary traffic signal equipment “turn-ons” during construction projects.

- Provide detailed inspection for roadway lighting and ITS equipment “turn-ons” during construction projects.

Deliverables:

- Field Inspection Reports – Submitted via E-mail

5. Arterial Operations Center Support

- The CONSULTANT will coordinate and provide staff support for the Arterial Operations Center as requested by the COUNTY.

6. Engineering “Peer” Review

The CONSULTANT will provide peer review of engineering design plans, specifications and cost estimates, shop drawings, submitted to the COUNTY by other engineering consultants or prepared internally by the COUNTY. In addition, the CONSULTANT will review the COUNTY’s standard specifications and details. CONSULTANT will prepare a disposition of comments as part of all peer reviews. Reviews will be completed electronically using Bluebeam ReVu®, electronically using a PDF editor, or a review of hard copies. Reviews will be completed two (2) weeks after they are received from the COUNTY.

Peer reviews can vary in scope and size. Before each review the CONSULTANT will advise the COUNTY if the anticipated reviews are higher or lower than the average review approximated at the review. Anticipated number and size of reviews is outlined below.

- Review prepared signal timing and optimization plans submitted by others and provide written comments to the KDOT Traffic staff.
- Review traffic signal/roadway lighting/ITS plans and specifications prepared by others and provide written comments the KDOT Traffic staff.
- Review manufactures' material submittal (“catalog cuts”).
- The COUNTY’s Traffic Signal Specifications and traffic signal related standards and guidelines.
- Review and/or preparation of all necessary contract/bidding documents for the COUNTY’s EMC contract.

Deliverables:

- Peer Review – Disposition of Comments

7. Signal Coordination and Timing (SCAT) studies

- Provide traffic signal optimization services, for up to 10 traffic signals per year under this contract, following IDOT specifications for Re-Optimize Traffic Signal System – Level 2 unless otherwise directed by KDOT traffic staff. Synchro Traffic Modeling files shall be developed and submitted to Kane County for review prior to implementation. Traffic counts may be provided by KDOT or acquired through CONSULTANT direct costs. Implementation of optimized signal timing plans for AM, midday, and PM peak hours and fine-tuning of signal timings on the field will be performed by the CONSULTANT. A traffic signal optimization report including Synchro reports of optimized signal timing plans for all study periods will be provided to the COUNTY.

Deliverables:

- SCAT Report

8. Project Management and Administration

Project management and administration will be required for the duration of this assignment. The purposes of project management are to ensure successful completion of the work scope within the authorized budget and schedules, and to ensure compliance with the terms and provisions of this scope.

At the onset of the project we will complete job start tasks such as setting up files, budgets, and procedures.

9. Quality Assurance/Quality Control

The project team is mandated by Iteris's corporate policy to develop a project QA/QC plan for every project. ITERIS internal procedures require a quality plan uniquely developed to meet the COUNTY's needs and our own stated corporate policy which stipulates that "no document will be released or officially transmitted to a client or any third party without having a suitable quality review."

The project schedule will include an audit prior to each submittal confirming that the established standards are being met.

10. Special Projects

- The CONSULTANT shall provide guidance and oversight to KDOT traffic staff for the selection, deployment, and implementation of innovative traffic signal/ITS equipment and technologies such as Advanced Traffic Controllers, Adaptive Traffic Signal Control, Signal Performance Measures and others, as requested by the COUNTY.

Deliverables:

- Technical Memorandum – Evaluation of Innovative Traffic Signal/ITS Equipment

I. PROJECT DURATION

Contract duration shall begin upon the receipt of the notice to proceed from the COUNTY to the CONSULTANT, which is anticipated to be in early December 2018 and continue through December of 2020 for an approximate duration of 24 months with provisions for up to but not to exceed an additional twelve (12) months at the sole discretion of the COUNTY's Kane County Engineer. This provisionary extension may extend the contract through December 2021.

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

FIRM NAME Iteris
PRIME/SUPPLEMENT Prime

DATE 09/18/18
PTB NO. Kane County TSOM

CONTRACT TERM 24 MONTHS
START DATE 12/1/2018
RAISE DATE 4/1/2019

OVERHEAD RATE 177.72%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

12/1/2018 - 4/1/2019	4/2/2019 - 4/1/2020	4/2/2020 - 12/1/2020		
$\frac{4}{24}$	$\frac{12}{24}$	$\frac{8}{24}$		
= 16.67%	51.50%	35.36%		
= 1.0353				

The total escalation for this project would be: 3.53%

Subconsultants

FIRM NAME Iteris
 PRIME/SUPPLEMENT Prime
 PSB NO. Kane County TSOM

DATE 09/18/18

NAME	Direct Labor Total	Contribution to Prime Consultant
JACOBS	198,130.00	19,813.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	198,130.00	19,813.00

AVERAGE HOURLY PROJECT RATES

FIRM Iteris
 PSB Kane County TSOM
 PRIME/SUPPLEMENT Prime

DATE 09/18/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Sys Monitor & Report			Ops TS & Pblc Compl.			EMC Supervision			Field Inspections			AOC		
		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	62.22	410	26.80%	16.67	70	19.44%	12.10	90	26.47%	16.47	40	66.67%	41.48	20	28.57%	17.78	50	16.13%	10.04
Senior Vice President	100.04	20	1.31%	1.31	0			0			0			0			0		
Senior Engineer II	67.19	330	21.57%	14.49	70	19.44%	13.06	90	26.47%	17.79	10	16.67%	11.20	20	28.57%	19.20	50	16.13%	10.84
Senior Engineer I	49.28	650	42.48%	20.94	220	61.11%	30.12	150	44.12%	21.74	10	16.67%	8.21	10	14.29%	7.04	160	51.61%	25.43
Senior Technician	39.83	30	1.96%	0.78	0			10	2.94%	1.17	0			20	28.57%	11.38	0		
Engineer I	41.87	50	3.27%	1.37	0			0			0			0			50	16.13%	6.75
Project Accountant	43.14	40	2.61%	1.13	0			0			0			0			0		
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TOTALS		1530	100%	\$56.69	360	100.00%	\$55.28	340	100%	\$57.17	60	100%	\$60.89	70	100%	\$55.39	310	100%	\$53.06

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Jacobs Engineering Group, In
PRIME/SUPPLEMENT PRIME
Prepared By Chad Hammerl

DATE 09/18/18
PTB-ITEM# 184

CONTRACT TERM 24 MONTHS
START DATE 12/1/2018
RAISE DATE 1/1/2019
END DATE 11/30/2020

OVERHEAD RATE 113.66%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	12/1/2018	1/1/2019	1	4.17%
1	1/2/2019	1/1/2020	12	51.50%
2	1/2/2020	12/1/2020	11	48.62%

The total escalation = 4.29%

PAYROLL RATES

FIRM NAME Jacobs Engineering Group DATE 09/18/18
 PRIME/SUPPLEMENT PRIME
 PTB-ITEM # 184

ESCALATION FACTOR 4.29%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Manager	\$75.00	\$78.22
Project Engineer	\$63.79	\$66.53
Senior Electrical Engineer	\$68.75	\$71.70
Senior Civil Engineer	\$59.64	\$62.20
Civil Engineer	\$44.89	\$46.82
Electrical Engineer	\$43.75	\$45.63
Staff Engineer	\$35.13	\$36.64
Technician/Intern	\$18.00	\$18.77

EXHIBIT B

AVERAGE HOURLY PROJECT RATES

FIRM Jacobs Engineering Group, Inc.
PTB-ITEM# 184
PRIME/SUPPLEMENT PRIME

DATE 09/18/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2. Operational Trouble Sh			3. County Electrical Mainte			4. Field Inspections			6. Engineering "Peer" Review			8. Project Management and Ad		
		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	75.00	194.0	14.35%	10.76	2	4.76%	3.57	40	11.11%	8.33	24	6.74%	5.06	44	11.64%	8.73	48	80.00%	60.00
Project Engineer	66.53	256.0	18.93%	12.60				76	21.11%	14.04	44	12.36%	8.22	80	21.16%	14.08	12	20.00%	13.31
Senior Electrical Engineer	71.70	280.0	20.71%	14.85				64	17.78%	12.75	100	28.09%	20.14	76	20.11%	14.42			
Senior Civil Engineer	62.20	44.0	3.25%	2.02	8	19.05%	11.85							32	8.47%	5.27			
Civil Engineer	46.82	262.0	19.38%	9.07	24	57.14%	26.75	56	15.56%	7.28	88	24.72%	11.57	86	22.75%	10.65			
Electrical Engineer	45.63	168.0	12.43%	5.67				28	7.78%	3.55	80	22.47%	10.25	52	13.76%	6.28			
Staff Engineer	36.64	44.0	3.25%	1.19				36	10.00%	3.66	8	2.25%	0.82	0					
Technician/Intern	18.77	104.0	7.69%	1.44	8	19.05%	3.58	60	16.67%	3.13	12	3.37%	0.63	8	2.12%	0.40			
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TOTALS		1352.0	100%	\$57.61	42.0	100.00%	\$45.75	360.0	100%	\$52.75	356.0	100%	\$56.70	378.0	100%	\$59.82	60.0	100%	\$73.31

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>.

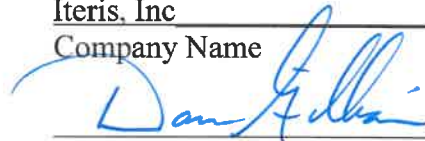
Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

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.

Iteris, Inc

Company Name



Signature of Officer of Company

Dan Gilliam, Vice President, Contracts

Title

October 3, 2018

Date

October 4, 2018

Stephen Zulkowski, P.E., PTOE
Traffic Operations Engineer
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Re: Contract Disclosure Statement for Iteris, Inc.
Per Kane County Code, Article III Division 3, Section 2-211
Kane County Traffic System Operation Management Agreement

Dear Stephen:

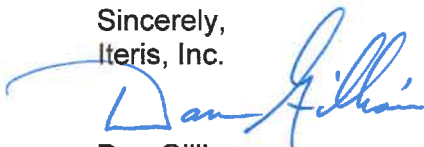
In compliance with the above referenced disclosure requirements, Iteris hereby certifies that, to the best of our knowledge Iteris, Inc. has not donated any funds to any Kane County elected official.

Iteris is a publically traded company on the NASDAQ (ITI) and as of July 30, 2018 certifies the following owners with a beneficial interest of 5% or more:

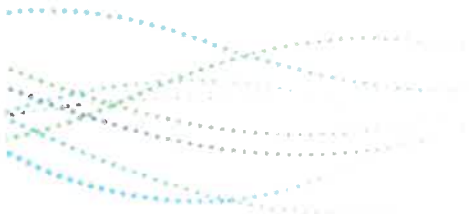
- a. Neil S. Subin; 14.1%; (as President and Manager of MILFAM, LLC and Lloyd I. Miller's family trusts); 3300 South Dixie Highway, Suite 1-365; West Palm Beach, FL 33405 (see 10-KA dated July 30, 2018 on Iteris website)
- b. BlackRock, Inc.; 5.3%; 55 East 52nd Street; New York, NY 10005

If you have any questions, please contact me at the address listed above, telephone 949-270-9606, facsimile 949-270-9401, or e-mail dgilliam@iteris.com.

Sincerely,
Iteris, Inc.



Dan Gilliam
Assistant Secretary



**Project Implementation Report
Monthly Report –October 16, 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. Completion of this section is expected by October 2018.
2. Longmeadow Parkway (Section B-2) White Chapel to E/O IL 31 – Windows of fair weather between rain events have affected progress on the project as the contractor tries to do earthwork in wet conditions. Crews continue placing soil and grading the Raging Buffalo site and the areas adjacent to IL 31. Pile driving for the retaining wall close to Forest Drive and at the new bridge over IL Route 31 has been completed. Storm sewer installation and utility relocation are ongoing. Mass grading and earthwork on the project will continue throughout the year. Anticipated project completion is November 2019.
3. Longmeadow Parkway (Section D) - E/O IL 25 to IL 62 and along IL 62 – County staff has persuaded the contractor to focus on completing work on new Longmeadow Parkway while utility issues get ironed out. Utility relocation issues along IL 62 continues. In order to button up work on Longmeadow this year, the contractor has assigned a subcontractor to assist in placing curb and gutter, landscaping and building the new MUP path on the new Longmeadow Parkway pavement, which will continue for the next few months, weather permitting. Other tasks will begin as weather and project conditions improve. Anticipated project completion is June 2019.
4. West County Line Road over Union Ditch #3 Bridge Replacement – The project is substantially complete and open to the public ahead of schedule. Some punch list and landscaping work remain and is weather dependent. Completion for this remaining work is anticipated in September 2018.
5. Huntley at Galligan Intersection Improvement. The contractor has placed widening on Huntley and Galligan roads in anticipation of a stage switch to begin removal and construction of pavement per the plans. Plote has also began earthwork and pavement embankment work per the contract. Project completion is Nov 6, 2018, plus five working days.

Design Highlights

- Longmeadow Parkway Bridge Corridor – Phase II Engineering and ROW acquisition continue (4 parcels remain). Portions of Section C will go to construction upon the completion of PE II and ROW acquisition as follows:
 - C-1 (Brunner F.P. to Sandbloom/Williams including new Fox River Bridge) bids were opened Oct. 2, 2018
 - C-2 (Sandbloom/Williams to IL 25) targeting IDOT’s Sept. 20, 2019 letting dependent upon ROW acquisition
 - C-3 (IL 25 intersection) targeting IDOT’s November 9, 2018 letting
 - C-4 Toll Collection System targeting 2020 local letting
- Bliss Road/Fabyan Parkway/Main Street Road – PE II is underway.
- Bunker Road Extension – Keslinger Road to LaFox Road – PE II and ROW acquisition are ongoing.
- Dauberman Road Extension – Granart Road to US 30 – PE I is nearing completion and the locally funded portion of PE II has started.
- Fabyan Parkway at Kirk Road – ROW acquisition is nearing completion. Targeting IDOT’s Jan. 18, 2019 letting.

- Kirk Road over UP RR, Metra & Tyler Creek – PE I is ongoing.
 - Kirk Road – IL 56 to Cherry Lane HSIP – Targeting IDOT’s Jan. 18, 2019 letting.
 - Main Street Road over Blackberry Creek & at IL 47 – IDOT is the lead agency for the ongoing PE II and ROW acquisition.
 - Randall Road at Weld Road/US 20 – PE II is nearing completion. Targeting IDOT’s March 8, 2019 letting.
 - Randall Road – Huntley Road to Big Timber Road Adaptive Signal Control combined with Stage 3 HSIP Randall Rd from North County Line to Silver Glen Rd – PE II is nearing completion. Targeting IDOT’s Nov. 9, 2018 letting.
 - Stage 2 HSIP Fabyan Pkwy – Kaneville Rd to Raddant Rd and Randall/Orchard Road – Fabyan Pkwy to Jericho Rd – PE II is nearing completion. Targeting IDOT’s Jan. 18, 2019 letting.
 - Stearns Road (Stage 5A) at Randall Road/McDonald Road – PE II is nearing completion. Targeting IDOT’s Jan. 18, 2019 letting.
 - 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: Photos

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

KANE COUNTY DIVISION OF TRANSPORTATION

2018 CONSTRUCTION
PROJECT UPDATE
October Transportation Committee



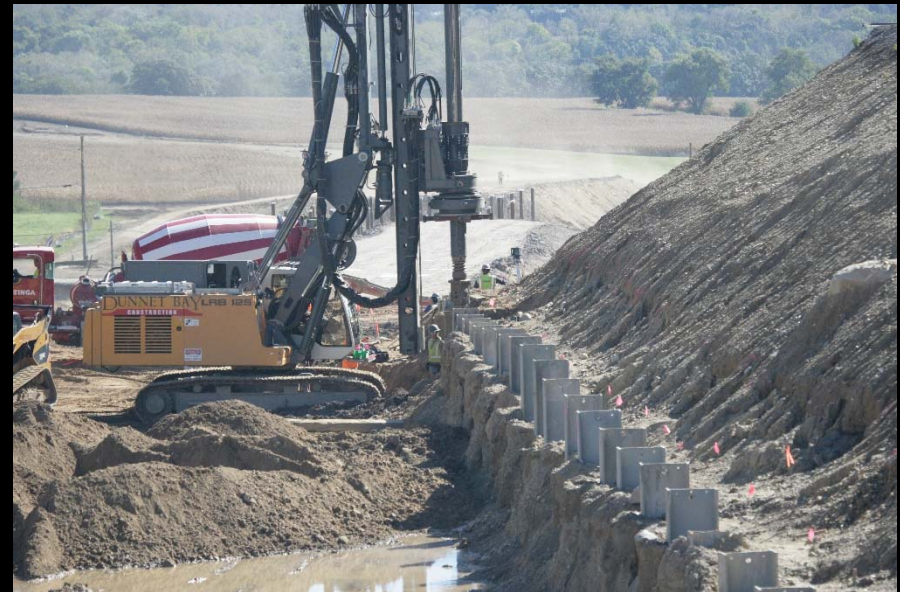
Earth moving operations are in full swing in between the rains that plague the project on the LMP Section B-2 - White Chapel to IL 31 project



A steady stream of quarry trucks hauling soil to the east and west side of IL Route 31 has resulted in the completion of the bridge cones for the new bridge on the LMP B-2 contract



The Raging Buffalo site is taking shape as quarry trucks deposit the huge amount of soil that will be required to construct the new hill on the LMP B-2 contract



The contractor pours concrete for the retaining wall near Forest Drive on the LMP B-2 contract



Work resumes on contract D as crews pour curb and gutter along the new pavement on the LMP Section D – east of IL 25 to IL 62 project



Crews place binder for pavement widening on the Huntley Rd at Galligan Rd Intersection Improvement



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Appropriation for Right of Way Acquisition 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? Yes	Appropriation Amount: \$25,000.00
If not budgeted, explain funding source: N/A	

Summary:

In April 2017, the County and the City of Batavia entered into an Intergovernmental Agreement to establish responsibilities and cost associated with Phase II Engineering and Right of Way acquisition as part of the Main Street Road at Deerpath Road intersection improvement. Since that time, the City has acquired additional right of way required to complete the project for a total amount of \$50,000. As per the agreement, the City and the County are splitting the cost of right of way 50/50, resulting in a County cost share of \$25,000.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING APPROPRIATION FOR RIGHT OF WAY ACQUISITION FOR MAIN STREET ROAD AT DEERPATH ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 14-00448-00-CH

WHEREAS, pursuant to Resolution No. 17-120, the County of Kane (County) and City of Batavia (City) entered into an intergovernmental agreement (hereinafter the "Agreement") to establish responsibilities and costs associated with Phase II Engineering and Right of Way acquisition as part of the Main Street Road at Deerpath Road Intersection improvement (hereinafter the "Project"); and

WHEREAS, the Kane County Board previously appropriated One Hundred Twenty Thousand Thirty Three Dollars and Twenty Five Cents (\$120,033.25) as its estimated cost share for Phase II Engineering for the Project; and

WHEREAS, pursuant to Resolution No. 18-354, the County appropriated an additional \$63,800 for its share of the cost of right of way acquisition for the Project; and

WHEREAS, the City has had to acquire additional right of way necessary to complete the Project for an additional amount of \$50,000; and

WHEREAS, the County's portion of the additional cost of the right of way acquisition is pursuant to the Agreement not to exceed the amount of \$25,000.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the sum of Twenty Five Thousand Dollars (\$25,000) from South Impact Fee Fund #560, Line Item #74010 (Highway Right of Way) for right of way costs 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?
560.520.560.74010	Highway Right of Way	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 MainDrpthAppr



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Amendment No. 1 to an Agreement with Hanson Professional Services, Inc. of Oak Brook, Illinois for Randall Road from Silver Glen Road to North County Line Road, Kane County Section No. 14-00436-00-SP

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$14,500.00
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Division of Transportation is preparing to let a project to construct Federal HSIP-funded safety improvements on north Randall Road. The work will include traffic signal improvements, driver feedback signs, modified pavement marking and signing, and flashing warning beacons as designed by Hanson Professional Services. Within the limits of this work, a separate project, Adaptive Signal Control, was initiated to improve signal performance. As the two designs proceeded separately, it became apparent that consolidating them in one set of construction plans would lessen coordination issues with contractors and the public. Hanson incorporated the Adaptive Signal Control plans into the larger HSIP work. This effort was not in Hanson's original scope of work and requires a supplement.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AMENDMENT NO. 1 TO AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES, INC. OF OAK BROOK, ILLINOIS FOR RANDALL ROAD FROM SILVER GLEN ROAD TO NORTH COUNTY LINE ROAD, KANE COUNTY SECTION NO. 14-00436-00-SP

WHEREAS, pursuant to Resolution No. 14-269, the County of Kane appropriated \$298,703.80, (hereinafter the "appropriation") and entered into a Phase II Engineering services agreement with Hanson Professional Services, Inc. of Oak Brook, Illinois for Phase II engineering services (hereinafter the "Agreement") for proposed safety improvements to Kane County Highway No. 34 (also known as Randall Road) from Kane County Highway No. 8 (also known as Silver Glen Road) to North County Line Road (hereinafter the "Project "); and

WHEREAS, additional unforeseen engineering work is required to complete the Phase II engineering services for the Project; and

WHEREAS, in order to address the need for additional engineering services, the County desires to enter into Amendment No. 1 to the Agreement, (a copy of which is on file in the office of the Kane County Clerk), increasing the total cost of construction engineering services for the Project by an additional \$14,500; and

WHEREAS, it is in the County's best interest to extend the upper limit of the appropriation for the Agreement by an additional Fourteen Thousand Five Hundred Dollars (\$14,500) from Two Hundred Ninety Eight Thousand Seven Hundred Three Dollars and Eighty Cents (\$298,703.80) to Three Hundred Thirteen Thousand Two Hundred Three Dollars and Eighty Cents (\$313,203.80).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute Amendment No. 1 to the Agreement with Hanson Professional Services, Inc. of Oak Brook, Illinois for the Project.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated the sum of Fourteen Thousand Five Hundred Dollars (\$14,500) from Transportation Capital Fund #540, Line Item #50140 (Engineering) for a total appropriation for the Agreement and Amendment No. 1 thereof not to exceed Three Hundred Thirteen Thousand Two Hundred Three Dollars and 80/100 (\$313,203.80).

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 November 13, 2018.

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

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

Vote:

18-11 HSIPSTG3Hanson

**AMENDMENT #1 TO AN AGREEMENT
BETWEEN THE COUNTY OF KANE AND HANSON PROFESSIONAL SERVICES, INC.,
PROFESSIONAL DESIGN ENGINEERING SERVICES FOR
RANDALL ROAD (STAGE 3) – SILVER GLEN ROAD TO N. COUNTY LINE ROAD HSIP
SECTION NO. 14-00436-00-SP**

PURCHASE ORDER # 2018-XXXX

This Amendment No. 1 made this 13TH day of November, 2018 between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and HANSON PROFESSIONAL SERVICES, INC., a Delaware corporation authorized to do business in the state of Illinois, and an Illinois licensed professional engineering firm, with offices at 815 Commerce Drive, Suite 200, Oak Brook, Illinois 60523 (hereinafter referred to as the “CONSULTANT”).

R E C I T A L S

WHEREAS, pursuant to Kane County Resolution No. 14-414, the COUNTY and the CONSULTANT entered into an agreement for Professional Design Engineering Services for the design of Randall Road (Stage 3) – Silver Glen Road to N. County Line Road HSIP in the amount of \$298,703.80 (hereinafter referred to as the “Agreement”); and

WHEREAS, additional services, at a cost of Fourteen Thousand Five Hundred Dollars and No Cents (\$14,500.00), are required for the design of Randall Road (Stage 3) – Silver Glen Road to N. County Line Road HSIP that were not anticipated in the original scope of work for the Agreement; and

WHEREAS it is in the County's best interest to modify the upper limit of the compensation provided for in the Agreement as previously amended by an additional Fourteen Thousand Five Hundred Dollars and No Cents (\$14,500.00), from \$298,703.80 to \$313,203.80 for those professional design engineering services set forth in this Amendment No. 1; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein set forth, and the understandings of each party with the other, the COUNTY and the CONSULTANT do hereby mutually covenant, agree and bind themselves as follows:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated into this Amendment No. 1 as though fully set forth herein.

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The previous Agreement remains in full force and effect except to the extent that the provisions of this Amendment No. 1 conflict with the previous Agreement, in which case the provisions of this Amendment No. 1 shall control.

3.0 SCOPE OF SERVICES

3.1 The additional professional engineering services to be provided by the CONSULTANT under the terms of the Agreement and this Amendment No. 1 shall be according to the specifications as set forth in Exhibit "A" hereof, which exhibit is incorporated into and made a part hereof.

4.0 COMPENSATION

4.1 The compensation for the additional engineering services not included in the Agreement or this Amendment No. 1 shall be \$14,500.00 based upon the scope of work described in Exhibit "A".

4.2 Total payments to the CONSULTANT under the terms of the Agreement, and this Amendment No. 1, shall not exceed \$313,203.80.

5.0 PROJECT SCHEDULE

5.1. The date of termination of the Agreement shall be August 1, 2022 unless otherwise extended by agreement of the CONSULTANT and the Kane County Engineer.

Save these provisions of Amendment No. 1, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT set their hands and seals as of the date written above:

COUNTY OF KANE

HANSON PROFESSIONAL SERVICES,
INC.

Christopher J. Lauzen, Chairman
Kane County Board

John Nelson, P.E.
President

ATTEST:


ATTEST:

John A. Cunningham
Kane County Clerk

By:
Secretary

Exhibit A

October 2, 2018

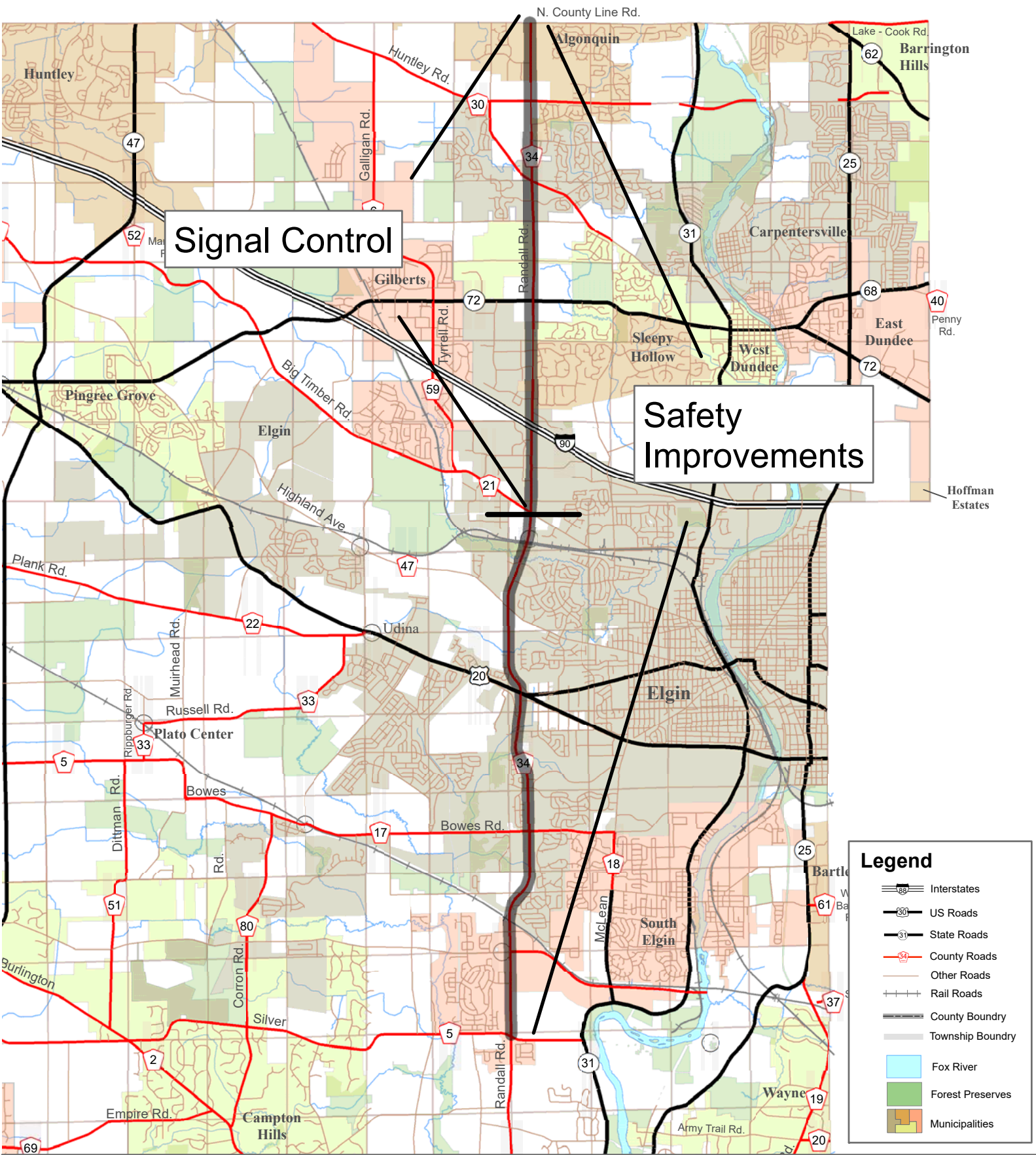
 Mike Zakosek, P.E.
Kane County Division of Transportation
Chief of Design
41W011 Burlington Road
St. Charles, IL 60175

RE: Randall Road HSIP Stage 3 Phase 2
Section: 14-00436-00-SP

Dear Mike:

At your direction, we provided project coordination services to integrate construction documents from the Randall Road adaptive signal control project with the Randall Road HSIP Stage 3 project and an update of the PESA. When we took on the task of providing these services, it was known that these services were out of scope, and we were hopeful that the effort to compile a comprehensive set of plans, specifications, and estimates could be completed within our budget. To date, our efforts to compile these documents have exceeded our expectations and have caused us to be approximately \$28,700 over budget. We understand that part of taking on this task was our risk. Therefore, we would ask you to consider a supplement for \$14,500.

The following table describes the task, personnel, billing rate, and total effort required to complete the integration of the plan sets and make pre-final and final submittals to IDOT.



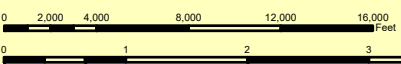
Signal Control

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
Safety Improvements
Randall Road - Silver Glen Road to North County Line Road





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Phase I/II Engineering Services Agreement with Bowman Consulting Group, Ltd. of Chicago, Illinois for 2018 Structural Services, Kane County Section No. #18-00498-00-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$439,056.64
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Division of Transportation is in need of a qualified firm to provide Phase I/II professional engineering services to repair/rehabilitate the Kane County highways structures located at Hughes Road over Blackberry Creek, Scott Road over Welch Creek, Burlington Northern over Orchard Road, Burlington Road over Ferson Creek, Dunham Road over CC&P RR (northbound and southbound structures), Granart Road over Big Rock Creek, Stearns Road over Fox River, Swan Road over Branch of Big Rock Creek, and Union Pacific Railroad over Bunker Road. Engineering services will include determination of appropriate repair and maintenance activities for the subject structures, such as drain clearing, concrete patching/sealing, superstructure rehabilitation, wearing surface replacement, cleaning and painting, guardrail replacement, and placement of rip rap. Engineering services will also include development of Maintenance of Traffic plans; development of hydrology/hydraulics analysis as needed; acquisition of all permits from regulatory agencies as necessitated by the work; and development of multiple sets of Plans, Specifications, and Estimate (PS&E) documents.

Staff completed the qualifications based consultant selection process and has negotiated a contract with Bowman Consulting Group, Ltd. for an amount not to exceed \$439,056.64. 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 BOWMAN CONSULTING GROUP, LTD. OF CHICAGO, ILLINOIS FOR 2018 STRUCTURAL SERVICES, KANE COUNTY SECTION NO. #18-00498-00-BR

WHEREAS, Phase I/II Engineering services are required to repair and rehabilitate highway structures located within Kane County (herein referred to as the "Project"); and

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

WHEREAS, Bowman Consulting Group, Ltd., 311 S. Wacker Drive, Suite 1950, Chicago, IL 60606 has experience and professional expertise in Phase I/II Engineering and is willing to perform the required services for the Project for an amount not to exceed Four Hundred Thirty Nine Thousand Fifty Six Dollars and 64/100 (\$439,056.64) as set forth in and pursuant to the terms of a Phase I/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/II Engineering services agreement with Bowman Consulting Group, Ltd. for the Project.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Four Hundred Thirty Nine Thousand Fifty Six Dollars and 64/100 (\$439,056.64) from Motor Fuel Local Option Fund #304, 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?
304.520.524.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 StructuralServices

**AN AGREEMENT BETWEEN THE COUNTY OF KANE
AND BOWMAN CONSULTING GROUP, LTD.
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES
2018 STRUCTURAL SERVICES
KANE COUNTY SECTION NO.: 18-00498-00-BR**

PURCHASE ORDER #2018-XXX

This AGREEMENT made this 13th day of November 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, BOWMAN CONSULTING GROUP, LTD., a Virginia corporation authorized to conduct business in the State of Illinois and an Illinois licensed professional engineering firm with offices at 311 S. Wacker Drive, Suite 1950, Chicago, IL 60606 (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 rehabilitate the ten (10) highway bridge structures identified within the attached Summary of Engineering Services set forth in Exhibit "A" (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 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 Four Hundred and Thirty Nine Thousand and Fifty Six Dollars and Sixty Four Cents (\$439,056.64); 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 Four Hundred and Thirty Nine Thousand and Fifty Six Dollars and Sixty Four Cents (\$439,056.64).
- 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 Commercial General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional insured endorsement included on the CONSULTANT'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 CONSULTANT;
- 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 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. November 18, 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 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 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 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

BOWMAN CONSULTING GROUP, LTD.

311 S. Wacker Drive, Suite 1950

Chicago, IL 60606

Attn.: Matthew Letson, P.E., Principal

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

COUNTY OF KANE

BOWMAN CONSULTING GROUP, LTD.

CHRISTOPHER J. LAUZEN
CHAIRMAN, KANE COUNTY BOARD

GARY P. BOWMAN, P.E.
PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

MICHAEL G. BRUEN, P.E.
VICE-PRESIDENT

(seal)

Exhibit "A"

**Kane County Division of Transportation
2018 Structural Services
Various Locations
Section No.: 18-00498-00-BR**

SUMMARY OF ENGINEERING SERVICES:

I. INTRODUCTION

The County of Kane's 2018 Structural Services project will include Phase I preliminary and Phase II design engineering services for developing Plans, Specifications and Estimates (PS&E) for the improvements to ten (10) structures located at various locations within Kane County.

The 10 structures included under the 2018 Structural Services project are as follows:

1. Stearns Road over the Fox River – SN 045-3166
2. Dunham Road NB over CC&P Railroad – SN 045-3169
3. Dunham Road SB over CC&P Railroad – SN 045-3170
4. Burlington Road over Ferson Creek – SN 045-5519
5. UP Railroad over Bunker Road – SN 045-3156
6. Hughes Road over Blackberry Creek – SN 045-3147
7. Scott Road over Welch Creek – SN 045-3146
8. Swan Road over Branch of Big Rock Creek – SN 045-5541
9. Granart Road over Big Rock Creek – SN 045-3151
10. BNSF Railroad over Orchard Road – SN 045-3152

The scope of work for the engineering services is anticipated to include the following:

- Data collection
- Topographical, cross-sectional, boundary and stream surveys
- Geotechnical engineering
- Environmental resource agency coordination
- Railroad agreements and coordination
- Special waste/CCDD screening
- Wetland delineations
- Hydraulic analyses
- In-stream work and Section 404 permitting
- Crash and safety analyses
- Structural alternative analyses
- Abbreviated bridge technical memorandums
- Preliminary bridge design and hydraulic report
- Maintenance of traffic planning and details
- Agency and stakeholder coordination
- Utility coordination
- Project permitting
- Plats and legal descriptions (if right-of-way is required)
- PS&E
- Bid package preparation
- Construction phase assistance

II. PROJECT DESCRIPTION

GENERAL

Bowman will provide professional engineering services to prepare Construction Documents for bidding following plan submittal guidelines established by the Kane County Division of Transportation (KDOT). Various subconsultants are retained for design, survey, geotechnical engineering, plats and legal descriptions, wetland delineations, and Section 404 permitting. Together, this team of consultants is referred to collectively as Bowman.

Priority task items to be initiated by Bowman upon receiving Notice-to-Proceed on the project include:

1. Schedule and attend a project team kick-off meeting at KDOT
2. Initiate data collection
3. Develop the Project Work Plan (PWP) and QA/QC Plan for project delivery
4. Initiate topographic, cross-sectional, boundary and stream surveys
5. Initiate agency, stakeholder, railroad and utility coordination and outreach
6. Establish railroad agreements and coordination requirements
7. Initiate wetland delineations
8. Initiate a geotechnical investigations
9. Initiate CCDD investigations

PROJECT PURPOSE AND NEED/ PROPOSED SCOPE OF SERVICES

The purpose and need of the 2018 Structural Services improvements is to repair and maintain the ten (10) existing structures in order to restore their structural integrity and functionality, extend their service lives, and avoid more costly future repairs and/or replacements.

The needs for the improvement include the following:

- Introducing lower-cost, near-term corrective actions in order to avoid much greater long-term costs associated with significant structural rehabilitations/replacements
- Taking action to seal emergent cracks that are developing on concrete wearing surfaces and decks before progressive deterioration requires much more extensive structural repairs
- Taking action to correct vertical movement between neighboring Prestressed Precast Concrete (PPC) Deck Beams and address potential premature failure of longitudinal keyways that are evident on several structures that exhibit reflective longitudinal cracking in their concrete wearing surfaces

KDOT has retained Bowman Consulting for Phase I preliminary and Phase II design services for the preparation of PS&E 10 structures located at various locations within Kane County to be included in an anticipated three (3) bid packages for local letting.

The general scope of work includes data collection, environmental resources coordination, railroad coordination, agency and stakeholder coordination, CCDD investigations, wetland delineations, hydraulic analyses, crash and safety analyses, structural alternative analyses and technical memorandums, maintenance of traffic planning, utility coordination, plats and legal descriptions, Section 404 permit authorization, and project permitting. Deliverables will include Plans, Specifications and Estimates (PS&E), Engineer's estimates of time and cost, and bid package services for an estimated three (3) bid packages for local letting covering the 10 structures involved.

Tasks will also include surveys, field reviews/inspections, geotechnical engineering, asbestos determinations, plan production and direct costs, construction phase assistance, and right-of-way plans (if required).

It is estimated that the PS&E for this undertaking will be delivered in three (3) bid packages. The bid packages assumed for estimating purposes under this contract are as follows:

Estimate Bid Package	Estimated Bid Package Project Composition
Bid Package #1	Stearns Road over the Fox River – SN 045-3166
	Dunham Road NB over CC&P Railroad – SN 045-3169
	Dunham Road SB over CC&P Railroad – SN 045-3170
	UP Railroad over Bunker Road – SN 045-3156
Bid Package #2	Burlington Road over Ferson Creek – SN 045-5519
	Swan Road over Branch of Big Rock Creek – SN 045-5541
	BNSF Railroad over Orchard Road – SN 045-3152
Bid Package #3	Hughes Road over Blackberry Creek – SN 045-3147
	Scott Road over Welch Creek – SN 045-3146
	Granart Road over Big Rock Creek – SN 045-3151

The final number and composition of the bid packages will be developed for County approval during project delivery.

III. GENERAL ITEMS

Design Standards

The proposed design will be in conformance with IDOT's *Bureau of Local Roads and Streets Manual* (BLRS), IDOT's *Bureau of Design and Environment Manual*, AASHTO's *Roadside Design Guide*, AASHTO'S *A Policy on Geometric Design of Highways and Streets, 6th Edition*, and Kane County highway standards and details. Bowman will design ADA in compliance with the *2010 ADA Standards for Accessible Design, Illinois Accessibility Code (IAC), Public Right-of-Way Accessibility Guidelines (PROWAG)*, and Kane County ADA Standards. Right-of-way documentation, if required, will be in conformance with IDOT's *Land Acquisition Policies and Procedures Manual*.

Computer-Aided Drafting and Design (CADD)

All design drawings will be developed using Bentley MicroStation and Geopak. CADD files will be developed in a format approved by Kane County's project manager.

Document Preparation

Final PS&E bid packages shall be delivered with an electronic copy, as well as hard copies. Final PS&E shall be in English units on bond paper at a base roadway scale legible for construction. Interim plan submittals will be plotted on bond paper.

At the conclusion with Final Issued-for-Bid PS&E, a final version of all electronic files and deliverables shall be transmitted to Kane County via CD/DVD or other electronic storage media.

All documentation will be prepared using Microsoft Office, Adobe Acrobat, and Bluebeam Revu software.

Drug-Free Workplace

Bowman shall provide Drug-Free Workplace Certification for the prime and all project subconsultants on the team. The certifications shall be current and recently dated.

Insurance

Bowman will maintain throughout the duration of project delivery, at its own expense, all required insurance as specified under the terms and conditions of this agreement.

Project Administration

Bowman shall prepare monthly progress reports and invoices in the format and submitted in accordance with Kane County requirements.

DETAILS OF ENGINEERING SERVICES:

The following tasks shall be required to delivery Phase I and Phase II engineering services for the project:

1.0 Project Management and Meetings

Task 1.1: KDOT Coordination/Review Meetings

Bowman will attend project coordination and project review meetings with KDOT. Meeting agendas will be prepared ahead of the meetings, and minutes of the meeting will be prepared and finalized following the meetings. Six (6) total meetings are assumed for this estimate including a project kick-off meeting.

Task 1.2: Team Coordination Meetings/Conference Calls

Bowman will arrange and attend team meetings/conference calls in order to coordinate project development and delivery. Meetings are anticipated to take place on a bi-weekly basis during the estimated 12-months timeframe. Twenty-four (24) meetings are assumed for this estimate.

Task 1.3: Field Meetings/Plan-in-Hand Reviews

Bowman will arrange and conduct field meetings and plan-in-hand field review meetings during project development and delivery. Three (3) plan-in-hand/field review meetings are assumed for this estimate, one for each anticipated bid package.

Task 1.4: Stakeholder Meetings

Bowman will attend stakeholder meetings to coordinate project decision-making and delivery with local stakeholders determined to have an interest in the project. Meetings will include preparation of agendas and meetings of the minutes. Four (4) stakeholder meetings are assumed for this estimate.

Task 1.5: Railroad Review Meetings

Bowman will attend railroad review meetings with the three (3) railroads involved with the proposed undertaking.

Task 1.6: Utility Meetings

Bowman will arrange and attend utility coordination meetings with the involved utilities following the transmittal of pre-final PS&E to the utility companies. The pre-final PS&E submittal will function as the Utility Final plan submittal for determining utility work orders. Three (3) utility meetings are assumed for this estimate, one (1) for each anticipated bid package.

Task 1.7: Project Schedules

Bowman will prepare and update project schedules during project delivery. Project schedules will be provided in order to monitor project delivery and ensure that critical path issues are resolved in order to meet the bid package delivery schedules. It is assumed that two (2) hours per month will be required to review and maintain schedules during the estimated 12-month project delivery timeframe.

Task 1.8: Railroad Agreements

Bowman will prepare railroad agreement when required for work involving the three (3) railroads included within the proposed undertaking. The agreements will describe the scopes of work, responsibilities for each party, and methods of payment.

Task 1.9: QA/QC

Bowman will employ internal and external controls for quality assurance and quality control during project delivery. This item will cover internal self-checking, working drawings, calculations, milestone submittals, and peer review of design work performed by Baxter & Woodman. Baxter & Woodman will likewise perform peer reviews of work prepared by Bowman prior to milestone submittals.

Baxter & Woodman will be assisting with this task as follows:

Perform in-house and peer/milestone reviews all locations. Conduct milestone reviews and provide feedback throughout the progress of work.

Task 1.10: Project Administration

Bowman will perform contract administration and submit monthly invoices and progress reports on a timely basis. Project administration is estimated to be one (1) hour per month for the 12-months estimated contract duration.

2.0 Data Collection/Review

Task 2.1: Topographic Survey Reviews

Topographic, cross-sectional, and stream surveys will be performed by Baxter & Woodman to facilitate design development. Bowman will review survey information to verify compliance with project and design requirements.

Baxter & Woodman will be assisting with this task as follows:

Topographic Survey

Perform topographic survey within the project limits and at 100-foot intervals including driveways and cross streets. The limits of the survey will be 500 feet adjacent to structures (approximately 1200-feet total). Cross section width shall be taken 25' feet outside the estimated right-of-way and utility corridor. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. The following bridge locations will be surveyed, including roadway geometric shots for maintenance of traffic planning:

- Dunham Road NB over CC&P
- Dunham Road SB over CC&P
- Burlington Road over Ferson Creek
- Hughes Road over Blackberry Creek
- Scott Road over Welch Creek
- Swan Road over Branch of Big Rock Creek
- Granart Road over Big Rock Creek

Stream Surveys

Perform stream surveys per the IDOT Drainage Manual for hydraulic modeling purposes at center of channel and 100, 250, 500 and 1,000 feet upstream and downstream of the structures. The following stream crossings shall be surveyed:

- Burlington Road over Ferson Creek
- Scott Road over Welch Creek
- Granart Road over Big Rock Creek

Terrain Models

Download and develop digital terrain models for use in design and plan preparation.

Right of Way

Obtain, review and evaluate ROW, GIS and property data. Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. Detailed research for boundary information will not be required for this project.

Supplemental Survey

Provide additional topographic survey for additional areas identified for improvements as authorized by KDOT.

Task 2.2: Plats and Legal Descriptions Review

Bowman will review plats of highways drawings and legal descriptions for accuracy during project delivery if it's determined by the County that right-of-way is required to implement the proposed actions. The plats of highways and legal descriptions will be prepared by Baxter & Woodman.

Baxter & Woodman will be assisting with this task as follows:

Plat of Highways: Perform one (1) legal surveys and develop a plat of easement and legal descriptions for one (1) adjacent parcel of land where an easement may be required at the following location:

- Burlington Road over Ferson Creek

Work includes field monumenting easement locations. Appraisals and negotiations are not included in this work.

Task 2.3: Utility Review, Coordination & Outreach

Bowman will initiate early coordination with all potentially involved utilities during the onset of project delivery. Base sheets will be prepared and submitted to all utilities for those parties to mark and identify locations and areas of potential conflict. Utility atlases will be requested with the locations incorporated into the base drawings. Utility Final plan submissions will be made to all utilities following the pre-final milestone submittal for each bid package.

Task 2.4: Geotechnical Investigation Review

A geotechnical investigation and report meeting IDOT testing and laboratory requirements will be prepared at locations involving in-stream work around structures. Determinations of the presence of asbestos will be made by the geotechnical engineer. Bowman will review the geotechnical deliverables in order to verify compliance with project and design requirements. Geotechnical slope stability/wingwall analysis will be performed at the Burlington Road over Ferson Creek structure. Asbestos determinations will be made at the Burlington Road over Ferson Creek and Swan Road over Branch of Big Rock Creek structures (older HMA structure wearing surfaces).

Midland Standard Engineering and Testing will be assisting with this task as follows:

- Secure KDOT permits for performing the geotechnical engineering work
- Geotechnical exploration in accordance with IDOT's *Geotechnical Manual*
- Slope stability and/or windgall foundation analysis
- Drilling and sampling
- Deck cores with epoxy grout
- Asbestos scanning/certification

Task 2.5: Sign Inventory

Bowman will perform a sign inventory to document existing roadway signs that may be impacted or required temporary cover or relocation to facilitate maintenance of traffic and construction operations.

Task 2.6: Site Visits/Inspections

This task includes an estimated three (3) site visits/inspections for field verification of existing site and structural conditions. This information will be used to determine design alternatives and recommendations of preferred alternatives for each location.

Task 2.7: CCDD Review

Bowman will review the CCDD findings prepared by Baxter & Woodman related to in-stream/channel excavation work at the following structures:

- Burlington Road over Ferson Creek
- Scott Road over Welch Creek
- Granart Road over Big Rock Creek

The reviews will determine if Recognized Environmental Conditions (RECs) are present requiring special waste contract quantities and special provisions. Efforts will be made to minimize impacts involving special waste.

Baxter & Woodman will be assisting with this task as follows:

Identify any areas from which excavated material may be classified as Clean Construction or Demolition Debris (CCDD) and if applicable prepare an IEPA LPC-663 form. The following sites are identified for CCDD certification using IEPA Form 663:

- Burlington Road over Ferson Creek
- Scott Road over Welch Creek
- Granart Road over Big Rock Creek

Complete CCDD screening, testing, and IEPA Form 663. Coordinate with local disposal sites for pre-approval of investigated materials.

Task 2.8: Wetland Delineations Review

Bowman will review the wetland delineation reports prepared by Huff & Huff for in-stream work at the following locations:

- Burlington Road over Ferson Creek
- Scott Road over Welch Creek
- Granart Road over Big Rock Creek

Wetland locations will be identified in the base drawings, and efforts will be taken to minimize impacts to wetlands during project delivery. The Wetland Impact Evaluations (WIEs) will be submitted to IDOT if required to meet permit requirements.

Huff & Huff will be assisting with this task as follows:

Off-site Record/Document Review

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

- U.S. Geological Survey (USGS) Topographic Maps
- National Wetlands Inventory (NWI) Maps
- Kane County Soil Survey
- Hydric Soils of the United States
- Kane County Advanced Identification Maps
- Kane County Fen Watershed Maps
- FEMA Flood Insurance Rate Maps
- USGS Hydrologic Atlas
- Aerial Photographs

In addition to the areas identified on available mapping, the entire area within the proposed project limits will be investigated in the event that unmapped wetlands are present. As the wetland maps are developed to be used as a general planning tool, detailed field investigations are required to ascertain whether or not wetlands are present. All areas exhibiting wetland characteristics will be investigated.

The Natural Resource Conservation Service (NRCS) no longer conducts farmed wetland determinations for areas of agricultural conversion. Agricultural land is located within the proposed Scott Road over Welch Creek project limits; therefore, a Farmed Wetland Determination (FWD) is included in this scope.

On-Site Investigation (Field Inventory)

The on-site investigation will be conducted by our environmental 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. Wetlands and waterways will be delineated, and the wetland perimeters will be surveyed in the field by H&H using Global Positioning System (GPS).

A wetland delineation of the project site 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 (USACE, 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 privately as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and approximate boundaries of all wetlands.

Wetlands are classified according to type using the "*Classification of Wetlands and Deep Water Habitats of the United States*" by Cowardin. Wetland boundaries will be defined using the *USACE Midwest Region Manual* (USACE, 2010). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any 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.

Wetland Delineation Report

One wetland delineation report will be prepared summarizing the findings of the fieldwork for the Burlington Road over Ferson Creek, Scott Road over Welch Creek, and Granart Road over Big Rock Creek projects. Based on available mapping, a wetland may be present within the Scott Road over Welch Creek project limits and the waterways of Ferson Creek, Welch Creek, and Big Rock Creek are present within the project limits. Specific items to be included are as follows:

- a) Map showing the wetland/waterway boundaries and project boundaries
- b) Aerial photograph with the appropriate limits of delineated wetlands and/or waterways
- c) USACE data sheets with color photos
- d) Written description of wetland functional classification (if wetlands are present)
- e) Floristic Quality Assessment (if wetlands are present)
- f) Mitigation requirements and options, 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 Shape file, MicroStation, and/or AutoCAD file for the surveyed areas will be included with the wetland delineation report.

3.0 Design Development

Task 3.1: ESRF

Bowman will submit Environmental Survey Request Forms (ESRFs) to IDOT at the three (3) locations involving in-stream work: (1) Burlington Road over Ferson Creek culvert structure; (2) Scott Road over Welch Creek structure; and (3) Granart Road over Big Rock Creek structure. The ESRFs will provide the necessary environmental clearances under NEPA for the Section 404 permit authorizations.

Task 3.2: Construction Staging and Maintenance of Traffic Planning

Bowman will collect available information on existing traffic volumes, key traffic generators, field observations, and site specific conditions in order to develop maintenance of traffic planning strategies aimed at minimizing disruptions to the traveling public, communities, and stakeholders. Several of the locations are located proximate to nearby intersections, which may require observation of existing intersection operations/queuing to facilitate MOT strategizing. Traffic management strategies and suggested maintenance of traffic recommendations will be provided to the County for review and approval.

Task 3.3: Crash and Safety Analyses

Bowman will collect existing crash reports for the most recent 5-years of available data in order to determine if there are safety conditions that can be addressed through the deployment of crash countermeasures. Crash report data will be supplemented with field observations. The investigations will take place at the three (3) structure locations where guardrail upgrades/replacements are anticipated: Scott Road over Welch Creek, Swan Road over Branch of Big Rock Creek, and Granart Road over Big Rock Creek.

Task 3.4: Structural Alternative Analyses

Bowman will review existing inspection reports and provide its own on-site bridge inspections in order to develop structural alternatives to be carried forward during project delivery. This information will be provided to the County for developing the preferred structural alternatives at each location.

Task 3.5: Abbreviated Bridge Technical Memorandums

Bowman will prepare abbreviated bridge technical memorandums to address keyway repair options for the Scott Road, Hughes Road, and Granart Road structures. The technical memorandums will provide supplemental information regarding recommended strategies for repairing damaged keyways not addressed in the bridge inspection reports.

Task 3.6: Hydraulic Analyses (HEC-RAS)

Bowman will conduct HEC-RAS hydraulic analyses at three (3) locations: (1) Burlington Road over Ferson Creek structure; (2) Scott Road over Welch Creek structure; and (3) Granart Road over Big Rock Creek structure. The hydraulic analyses will verify adequate conveyance through the structures and address scour and turbulent flow countermeasures. This information will be used for developing the required hydraulic reports for the floodway construction permits.

Task 3.7: PBDHR

Bowman will prepare three (3) IDOT Preliminary Bridge Design and Hydraulic Reports (PBDHRs) in order to secure Regulated Floodway Construction Permits from the Illinois Department of Transportation or Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) at the following structures involving in-stream work:

- Burlington Road over Ferson Creek
- Scott Road over Welch Creek
- Granart Road over Big Rock Creek

Task 3.8: Roadside Barrier Design

Bowman will verify roadside barrier warrants, and perform roadside barrier design and length of need calculations at locations where roadside barrier will be repaired or upgraded. Roadside barrier design will be performed for 12 length-of-run segments at the following three (3) locations:

- Scott Road over Welch Creek
- Swan Road over Branch of Big Rock Creek
- Granart Road over Big Rock Creek

Task 3.9: Section 404/IDNR Permit Review/Coordination

Bowman will coordinate with USACE for Section 404 Permit authorization for in-stream work at the following locations:

- Burlington Road over Ferson Creek
- Scott Road over Welch Creek
- Granart Road over Big Rock Creek

Huff & Huff will be assisting with this task as follows:

Threatened and Endangered Species

Coordination with the U.S. Fish and Wildlife Service (FWS) 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 for the Burlington Road over Ferson Creek, Scott Road over Welch Creek, and Granart Road over Big Rock Creek projects. To conduct this review, H&H will conduct the USFWS Section 7 Consultation and document all findings.

H&H will also initiate coordination with the Illinois Department of Natural Resources (IDNR) through the submittal of the Ecological Compliance Assessment Tool (EcoCAT), requesting information on project state listed threatened and endangered species for the Burlington Road over Ferson Creek, Scott Road over Welch Creek, and Granart Road over Big Rock Creek projects.

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.

Wetland Permitting - USACE

Permits for impacts to jurisdictional surface waters and/or wetlands in Kane County are issued through the Chicago District, USACE. This scope of work includes the tasks necessary to obtain a Regional Permit.

H&H will complete and submit the Joint Application form and other necessary information to obtain a permit from the USACE for impacts to WOUS and/or wetlands. The USACE will coordinate with the following agencies during the review of the Joint Application as required:

- U.S. Fish & Wildlife Service (FWS)
- Illinois Department of Natural Resources (IDNR)
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR)
- Illinois Environmental Protection Agency (IEPA)
- IDNR, Illinois State Historic Preservation Office (SHPO)

The Chicago District of the USACE has a Regional Permit (RP) Program meant to simplify and expedite specific types of projects. Most RPs automatically authorize Section 401 Water Quality Certification (WQC) from the IEPA. It is anticipated that this project will qualify for a RP. If the project does not qualify for a RP, an Individual Permit (IP) will be required. IPs require a public notice period as well as separate WQC from the IEPA. The IP process can take significantly more time than the RP process. This scope of work assumes the project will qualify under the RP Program. This scope does not include permitting for an IP.

Within the RP Program, permits are classified as either Category I or Category II. Category I includes activities with minimal impacts requiring review by the USACE. Category II includes activities with minimal impacts requiring more rigorous review by the USACE and coordination with the resource agencies.

Regional Permit 3 (RP3) authorizes the construction or replacement of public transportation projects, including roads, bridges, runways and taxiways, and railroads. Cumulative impacts to WOUS permitted under an RP3 shall not exceed 1.0 acre.

Coordination with the Illinois State Historic Preservation Office (SHPO) may be required to determine the presence/absence and potential impacts of the project to cultural or archeological resources. Currently, the USACE is conducting cultural and archeological resource reviews with

input from the SHPO. If cultural or archeological resources are identified within the proposed project a Phase I archeological survey could be required by SHPO. Consultant will coordinate with Client to find a qualified firm if a certified Phase I archeologist is required for the project. A cost for such a study is not included in this proposal as the need is undetermined until SHPO responds.

This scope includes one pre-application meeting with the USACE. This scope assumes the USACE will require that all three projects be submitted separately. If the USACE allows all three projects to be permitted under one permit, a cost savings will result.

Wetland Permitting - USACE – Burlington Road

H&H will complete and submit the Joint Application form and other necessary information to obtain a permit from the USACE for impacts to WOUS and/or wetlands as part of the Burlington Road over Ferson Creek project.

Wetland Permitting - USACE – Scott Road

H&H will complete and submit the Joint Application form and other necessary information to obtain a permit from the USACE for impacts to WOUS and/or wetlands as part of the Scott Road over Welch Creek project.

Wetland Permitting - USACE – Granart Road

H&H will complete and submit the Joint Application form and other necessary information to obtain a permit from the USACE for impacts to WOUS and/or wetlands as part of the Granart Road over Big Rock Creek project.

Task 3.10: Kane DuPage Soil and Water Conservation District Coordination

Bowman will coordinate with Kane DuPage Soil and Water Conservation District (SWCD) in order to receive agency approval of the soil erosion and sedimentation control plans at the following locations involving in-stream work and Section 404 permitting:

- Scott Road over Welch Creek
- Swan Road over Branch of Big Rock Creek
- Granart Road over Big Rock Creek

SWCD approval will be required under the USACE's Regional Permit Program.

Task 3.11: LPA Coordination

Bowman will coordinate with Local Public Agencies (LPAs) regarding the proposed improvements, maintenance of traffic, and letting schedules of the bid packages/projects.

Task 3.12: IDOT Coordination (Floodway Permit)

Bowman will coordinate with IDOT District One regarding the authorizations of the Regulated Floodway Construction Permits for the three (3) locations involving in-stream work.

Task 3.13: Railroad Coordination

Bowman will coordinate with the CC&P, UP, and BNSF railroads regarding the proposed scope of improvements at the Dunham Road, Bunker Road, and Orchard Road structures.

4.0 Contract Documents Package #1 (4 Locations)

Bowman will prepare construction Bid Package #1 PS&E necessary to depict the design work for construction activities.

Task 4.1: Construction Plans

Construction PS&E for bidding will be prepared in accordance with KDOT standards for local funded projects.

Baxter & Woodman will be assisting with this effort as follows:

Stearns Road Bridge Structural Plans

Design bridge structure repairs in accordance with the approved Bridge Condition/Inspection Reports for bridge deck sealing. Drawings will conform to the IDOT Bridge Manual and Kane County standards. This will include structural engineering plans, details, and special provisions at this location. Submit final structure plans to Bowman for insertion into the bid package set.

Maintenance of Traffic and Construction Staging along Stearns Road

Traffic is anticipated to be maintained along Stearns Road at all times. Develop a preferred maintenance of traffic and staging plan and submit to Bowman for County review, comment and approval. Complete a design of the preferred staging plan, which will include staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with County staff, emergency services, and public transportation agencies to consider local impacts and concerns.

Contract Plans and Documents

Preliminary (60%), Pre-final (95%) and Final (100%) submittals are anticipated for this project. Disposition of comments will be provided for comments received.

Task 4.2: Summary of Quantities/Engineer's Opinion of Cost

Quantities will be prepared using IDOT standard pay items and contract specific special provisions including KDOT standard items. Bowman will perform quantity take-offs and prepare project opinions of cost.

Baxter & Woodman will be assisting with this effort by preparing the bill of materials and summary of quantities for the Stearns Road over Fox River structure improvements.

Task 4.3: Specifications/Special Provisions

Bowman will prepare project specifications in KDOT's format for local letting, and using IDOT's Standard Specifications for Road and Bridge Construction (SSRBC) to define specifications and pay items for construction. Project Specific Special Provisions will be written for construction items not covered in the SSRBC.

Baxter & Woodman will be assisting with this effort by preparing specifications and special provisions for the Stearns Road over Fox River structure improvements.

Task 4.4: Bid Packaging

Bowman will coordinate with the County and prepare the bid package in accordance with KDOT's requirements for local letting.

5.0 Contract Documents Package #2 (3 Locations)

Bowman will prepare construction Bid Package #2 PS&E necessary to depict the design work for construction activities.

Task 5.1: Construction Plans

Construction PS&E for bidding will be prepared in accordance with KDOT standards for local funded projects.

Task 5.2: Summary of Quantities/Engineer's Opinion of Cost

Quantities will be prepared using IDOT standard pay items and contract specific special provisions including KDOT standard items. Bowman will perform quantity take-offs and prepare project opinions of cost.

Task 5.3: Specifications/Special Provisions

Bowman will prepare project specifications in KDOT's format for local letting, and using IDOT's Standard Specifications for Road and Bridge Construction (SSRBC) to define specifications and pay items for construction. Project Specific Special Provisions will be written for construction items not covered in the SSRBC.

Task 5.4: Bid Packaging

Bowman will coordinate with the County and prepare the bid package in accordance with KDOT's requirements for local letting.

6.0 Contract Documents Package #3 (3 Locations)

Bowman will prepare construction Bid Package #3 PS&E necessary to depict the design work for construction activities.

Task 6.1: Construction Plans

Construction PS&E for bidding will be prepared in accordance with KDOT standards for local funded projects.

Task 6.2: Summary of Quantities/Engineer's Opinion of Cost

Quantities will be prepared using IDOT standard pay items and contract specific special provisions including KDOT standard items. Bowman will perform quantity take-offs and prepare project opinions of cost.

Task 6.3: Specifications/Special Provisions

Bowman will prepare project specifications in KDOT's format for local letting, and using IDOT's Standard Specifications for Road and Bridge Construction (SSRBC) to define specifications and pay items for construction. Project Specific Special Provisions will be written for construction items not covered in the SSRBC.

Task 6.4: Bid Packaging

Bowman will coordinate with the County and prepare the bid package in accordance with KDOT's requirements for local letting.

7.0 Submittals

Task 7.0: Submittals (60%, 95%, 100%, Issued for Bid)

The effort in assembling each bid package and addressing review comments is built into the respective sheet tasks itemized in Sections 4.0, 5.0, and 6.0 – Contract Documents. For each of the milestone submittals identified (excluding the Issued for Bid), Bowman will process agency review comments received on the submittal package and revise the construction documents accordingly for the subsequent submittal.

- **60% Submittal:** Submittal package for KDOT review and include PS&E: construction plans, cost estimate, and specifications.
- **95% Submittal:** Submittal package for KDOT review will incorporate all 60% review comments and include the revised PS&E Bid Package.
- **100% Submittal:** Submittal package for KDOT review and approval will incorporate all 95% review comments and include the revised PS&E Bid Package.
- **Issued for Bid:** Final revisions to the Bid Package PS&E printed for bidding. Bowman will produce plan sets and CD-Rs containing electronic bid documents for distribution by KDOT.

8.0 Construction Phase Assistance

Bowman as the Phase II designer, will provide Construction Phase Services. Resident Engineering and Construction Inspection Services are not included. The following construction phase assistance services are proposed:

Task 8.1: Bidding Services

Bowman will respond to Contractor inquiries and issue document revisions for a level of effort that can be accommodated within the budget for this task.

Task 8.2: Pre-Construction Meeting

Bowman will attend the pre-bid and pre-construction meetings.

Task 8.3: Shop Drawing Reviews/RFI Responses

Bowman will provide shop drawing reviews as required.

Task 8.4: Construction Meetings

Bowman will attend on-site construction meetings at KDOT's request. Three (3) meetings are assumed for this estimate.

Exhibit “B”
COST ESTIMATES OF CONSULTANT SERVICES

Kane County Division of Transportation
 Worker Hours Estimate - KDOT - 2018 Structural Services
 October 1, 2018

Section No.: 18-00498-00-BR

Item No.	Item Description	No. of Sheets	Classification												Total Hours
			Civil							Structural					
			Principal	Project Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	CADD	Project Manager	Senior Engineer	Engineer III	Engineer I	CADD	
1	Project Management and Meetings		0	138	0	40	6	0	0	90	0	12	6	0	292
1.1	KDOT Coordination/Review Meetings (6 Meetings)			24						24					48
1.2	Team Coordination Meetings/Conference Calls (24 Meetings)			12		12				12		12			48
1.3	Field Meetings/Plan-in-Hand Reviews (3 Meetings)			12			6			12			6		36
1.4	Stakeholder Meetings (4 Meetings)			20											20
1.5	Railroad Review Meetings (3 Meetings)			12						12					24
1.6	Utility Meetings (3 Meetings)			6		6									12
1.7	Project Schedules			2		22									24
1.8	Railroad Agreements			8											8
1.9	QA/QC			30						30					60
1.10	Project Administration			12											12
2	Data Collection		0	16	0	26	22	16	0	2	6	12	18	0	118
2.1	Topographic Survey Review			2		6	6								14
2.2	Plats and Legal Descriptions Review			2											2
2.3	Utility Review, Coordination & Outreach			6		18	16								40
2.4	Geotechnical Investigation Review			2						2					4
2.5	Sign Inventory							8							8
2.6	Site Visits/Inspections (3 Visits)										6	12	18		36
2.7	CCDD Review			2											2
2.8	Wetland Field Delineations Review			2		2		8							12
3	Design Development		0	72	0	59	49	8	8	12	8	34	0	0	250
3.1	ESRF (3 Location)			4					8						12
3.2	Construction Staging and Maintenance of Traffic Planning (10 Locations)			8		8						16			32
3.3	Crash and Safety Analyses (3 Locations)			4		4	6								14
3.4	Structural Alternative Analyses (10 Locations)									4	4	8			16
3.5	Abbreviated Bridge Technical Memorandums (3 Locations: Scott Road, Hughes Road, Granart Road)									4	4	8			16
3.6	Hydraulic Analyses (HEC-RAS) (3 Locations)			12		40									52
3.7	PBDHR (3 Locations)			2		3	3					2			10

Kane County Division of Transportation
 Worker Hours Estimate - KDOT - 2018 Structural Services
 October 1, 2018

Section No.: 18-00498-00-BR

Item No.	Item Description	No. of Sheets	Classification												Total Hours	
			Civil							Structural						
			Principal	Project Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	CADD	Project Manager	Senior Engineer	Engineer III	Engineer I	CADD		
3.8	Roadside Barrier Design			4				32								36
3.9	Section 404/IDNR Permit Review/Coordination (3 Locations)			12				8	8							28
3.10	Kane DuPage Soil and Water Conservation District Coordination (3 Locations)			4		4										8
3.11	LPA Coordination (10 Locations)			12												12
3.12	IDOT Coordination (Floodway Permit) (3 Locations)			6												6
3.13	Railroad Coordination (3 Railroads)			4						4						8
4	Contract Documents Package #1 (4 Locations)	No. of Sheets	0	44	0	41	18	90	21	12	36	47	111	140	560	
4.1	Construction Plans	125	0	14	0	27	10	84	21	6	30	36	100	140	468	
1	Cover Sheets	5					2	6							8	
2	Index of Sheets, Standards, Commitments	4					2	4	4						10	
3	General Notes	4		2			2	4							8	
4	Summary of Quantities	8		2			2		4						8	
5	Typical Sections	4		2				8	8						18	
6	Schedule of Quantities	4				2		2							4	
7	Alignment, Ties and Benchmarks	4				2		6							8	
8	Roadway Plan and Profile	4		2				16							18	
9	Suggested Maintenance of Traffic Plans	28		6		12	2	24							44	
10	Soil Erosion and Sediment Control General Notes	1				1									1	
11	Soil Erosion and Sediment Control Plans	4				2									2	
12	Soil Erosion and Sediment Control Plans Details	4				2		2							4	
13	Pavement Marking and Signing Plan	4				2		3							5	
14	Proposed Signing Panel Details	4				2		2							4	
15	Structural Plans	17								6	30	36	100	140	312	
16	Construction Details	8						3	3						6	
17	IDOT Highway Standards and D-1 Details	12							2						2	
18	KDOT Standards and Details	6				2		4							6	
4.2	Summary of Quantities/Engineer's Opinion of Cost and Time			6		6		6			6	8	8		40	
4.3	Specifications/Special Provisions			16		8	8			6		3	3		44	
4.4	Bid Packaging (4 Locations)			8											8	
5	Contract Documents Package #2 (3 Locations)	No. of Sheets	0	45	0	35	24	75	17	14	26	63	133	170	602	
5.1	Construction Plans	103	0	15	0	21	16	69	17	6	20	50	120	170	504	

Kane County Division of Transportation
 Worker Hours Estimate - KDOT - 2018 Structural Services
 October 1, 2018

Section No.: 18-00498-00-BR

Item No.	Item Description	No. of Sheets	Classification												Total Hours	
			Civil						Structural							
			Principal	Project Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	CADD	Project Manager	Senior Engineer	Engineer III	Engineer I	CADD		
1	Cover Sheet	4					2	4								6
2	Index of Sheets, Standards, Commitments	3					2	3	3							8
3	General Notes	3		2			2	2								6
4	Summary of Quantities	6		2			2		4							8
5	Typical Sections	3		2				6	6							14
6	Schedule of Quantities	3				2		2								4
7	Alignment, Ties and Benchmarks	3				2		6								8
8	Soil Borings and Pavement Coring Logs	1						2								2
9	Roadway Plan and Profile	3		2				12								14
10	Suggested Maintenance of Traffic Plans	21		6		4	8	16	4							38
11	Soil Erosion and Sediment Control General Notes	1				1										1
12	Soil Erosion and Sediment Control Plans	3				2										2
13	Soil Erosion and Sediment Control Plans Details	3				2		2								4
14	Right-of-Way Plan (by Baxter & Woodman)	4		1												1
15	Pavement Marking and Signing Plan	3				2		3								5
16	Proposed Signing Panel Details	3				2		2								4
17	Structural Plans	16								6	20	50	120	170		366
18	Construction Details	6				2		3								5
19	IDOT Highway Standards and D-1 Details	10						2								2
20	KDOT Standards and Details	4				2		4								6
5.2	Summary of Quantities/Engineer's Opinion of Cost and Time (3 Locations)			6		6		6			6	8	8			40
5.3	Specifications/Special Provisions (3 Locations)			16		8	8			8		5	5			50
5.4	Bid Packaging (3 Locations)			8												8
6	Contract Documents Package #3 (3 Locations)	No. of Sheets	0	44	0	35	24	75	17	18	36	74	144	170		637
6.1	Construction Plans	114	0	14	0	21	16	69	17	6	30	60	130	170		533
1	Cover Sheet	4					2	4								6
2	Index of Sheets, Standards, Commitments	3					2	3	3							8
3	General Notes	3		2			2	2								6
4	Summary of Quantities	6		2			2		4							8
5	Typical Sections	3		2				6	6							14
6	Schedule of Quantities	3				2		2								4
7	Alignment, Ties and Benchmarks	3				2		6								8
8	Soil Borings and Pavement Coring Logs	2						2								2
9	Roadway Plan and Profile	3		2				12								14
10	Suggested Maintenance of Traffic Plans	21		6		4	8	16	4							38

Kane County Division of Transportation
 Worker Hours Estimate - KDOT - 2018 Structural Services
 October 1, 2018

Section No.: 18-00498-00-BR

Item No.	Item Description	No. of Sheets	Classification												Total Hours	
			Civil						Structural							
			Principal	Project Manager	Senior Engineer	Engineer III	Engineer II	Engineer I	CADD	Project Manager	Senior Engineer	Engineer III	Engineer I	CADD		
11	Soil Erosion and Sediment Control General Notes	1				1										1
12	Soil Erosion and Sediment Control Plans	3				2										2
13	Soil Erosion and Sediment Control Plans Details	3				2		2								4
14	Pavement Marking and Signing Plan	3				2		3								5
15	Proposed Signing Panel Details	3				2		2								4
16	Structural Plans	30								6	30	60	130	170		396
17	Construction Details	6				2		3								5
18	IDOT Highway Standards and D-1 Details	10						2								2
19	KDOT Standards and Details	4				2		4								6
6.2	Summary of Quantities/Engineer's Opinion of Cost and Time			6		6		6			6	8	8			40
6.3	Specifications/Special Provisions			16		8	8			12		6	6			56
6.4	Bid Packaging (3 Locations)			8												8
7	Submittals (60%, 95%, 100%, Issued for Bid)		0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Refer to Submittal Direct Costs Worksheet															
8	Construction Phase Assistance		0	20	0	0	0	0	0	0	26	12	12	0		70
8.1	Bidding Services			6							6					12
8.2	Pre-Construction Meeting			6							6					12
8.3	Shop Drawing Review										6	12	12			30
8.4	Construction Meetings (3 meetings)			8							8					16

Direct Costs

Bowman Consulting Group

Kane County Division of Transportation

2018 Structural Services

Section No.: 18-00498-00-BR

Project Management/Coordination

Deliveries and Travel	Trips	Miles	Unit Cost	Total
Messenger and Overnight Delivery	12		\$ 20.00	\$ 240.00
Personal Car	18	50	\$ 0.545	\$ 490.50
Subtotal				\$ 730.50

Data Collection

Deliveries and Travel	Trips	Miles	Unit Cost	Total
Messenger and Overnight Delivery	5		\$ 20.00	\$ 100.00
Personal Car	3	50	\$ 0.545	\$ 81.75
Subtotal				\$ 181.75

Design Development Documents

Deliveries and Travel	Trips	Miles	Unit Cost	Total
Messenger and Overnight Delivery	5		\$ 20.00	\$ 100.00
Document Reproduction	Sets	Sheets	Unit Cost	Total
Color Prints	10	40	\$ 1.20	\$ 480.00
Administrative Prints	1	250	\$ 0.75	\$ 187.50
Administrative Copies	1	500	\$ 0.10	\$ 50.00
Subtotal				\$ 817.50

Direct Costs

Bowman Consulting Group

Kane County Division of Transportation

2018 Structural Services

Section No.: 18-00498-00-BR

Submittals Direct Costs

Deliveries and Travel	Trips	Miles	Unit Cost	Total
Messenger and Overnight Delivery	10		\$ 75.00	\$ 750.00
Utility Final Plan Certified Mail Deliveries	10		\$ 25.00	\$ 250.00
Reproduction	Sets	Sheets	Unit Cost	Total
60% Deliverable:				
Half Size Drawings (11x17)	0	205	\$ 0.24	\$ -
Full Size Drawings (24x36)	0	205	\$ 1.25	\$ -
Binding and Cover Stock	0	1	\$ 4.00	\$ -
Black and White (8.5x11)	0	200	\$ 0.12	\$ -
Color Prints	0	10	\$ 1.25	\$ -
95% Deliverable:				
Half Size Drawings (11x17)	6	342	\$ 0.24	\$ 492.48
Full Size Drawings (24x36)	0	342	\$ 1.25	\$ -
Binding and Cover Stock	0	1	\$ 4.00	\$ -
Black and White (8.5x11)	0	200	\$ 0.12	\$ -
Mylar Cover Sheet	3	1	\$ 15.00	\$ 45.00
CD-R	0	1	\$ 3.00	\$ -
Utility Final Plans Deliverable:				
Half Size Drawings (11x17)	0	342	\$ 0.24	\$ -
100% Deliverable:				
Half Size Drawings (11x17)	0	342	\$ 0.24	\$ -
Full Size Drawings (24x36)	0	342	\$ 1.25	\$ -
Binding and Cover Stock	0	1	\$ 4.00	\$ -
Black and White (8.5x11)	0	250	\$ 0.12	\$ -
Issued for Bid:				
Half Size Drawings (11x17)	0	342	\$ 0.24	\$ -
Full Size Drawings (24x36)	0	342	\$ 1.25	\$ -
Binding and Cover Stock	0	1	\$ 4.00	\$ -
Black and White (8.5x11)	0	250	\$ 0.12	\$ -
CD-R	0	1	\$ 3.00	\$ -
Subtotal				\$ 1,537.48

Construction Phase Assistance

Deliveries and Travel	Trips	Miles	Unit Cost	Total
Messenger and Overnight Delivery	5		\$ 20.00	\$ 100.00
Personal Car	3	50	\$ 0.545	\$ 81.75
Subtotal				\$ 181.75

Grand Total				\$ 3,448.98
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**PAYROLL ESCALATION TABLE
FIXED RAISES
COST PLUS FIXED FEE**

FIRM NAME
PRIME/SUPPLEMENT

Bowman Consulting Group, Ltd.
Prime

DATE 10/01/18
PTB NO. KDOT- 2018 Structural Services

CONTRACT TERM 12 MONTHS
START DATE 11/19/2018
RAISE DATE 7/1/2019

OVERHEAD RATE 157.96%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

11/19/2018 - 7/1/2019

7/2/2019 - 12/1/2019

7
12

5
12

= 58.33%
= 1.0125

42.92%

The total escalation for this project would be:

1.25%

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.
PSB KDOT- 2018 Structural Services
PRIME/SUPPLEMENT Prime

DATE 09/28/18

SHEET 2 OF 5-2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Plan Preparation			7. QAQC			8. Manage Project											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	70.00																		
Sr. Engineer IV	65.45	40	20.41%	13.36	50	62.50%	40.91	6	100.00%	65.45									
Sr. Engineer III	53.17	20	10.20%	5.43	30	37.50%	19.94												
Sr. Engineer II	47.68	40	20.41%	9.73															
Sr. Engineer I	42.52	40	20.41%	8.68															
Engineer III	34.86	40	20.41%	7.11															
Engineer II	30.55																		
Engineer I	28.97																		
Sr Geologist I	52.81																		
Engineer Tech V	51.13																		
Engineer Tech IV	47.50																		
Engineer Tech III	38.50	16	8.16%	3.14															
Engineer Tech II	32.58																		
Engineer Tech I	19.34																		
Admin Support III	30.83																		
Admin Support II	27.54																		
Admin Support I	19.21																		
TOTALS		196	100%	\$47.45	80	100%	\$60.85	6	100%	\$65.45	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Baxter & Woodman, Inc. DATE
Prime
KDOT- 2018 Structural Services

09/28/18

ESCALATION FACTOR 2.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Sr. Engineer IV	\$63.70	\$65.45
Sr. Engineer III	\$51.75	\$53.17
Sr. Engineer II	\$46.40	\$47.68
Sr. Engineer I	\$41.38	\$42.52
Engineer III	\$33.93	\$34.86
Engineer II	\$29.73	\$30.55
Engineer I	\$28.19	\$28.97
Sr Geologist I	\$51.40	\$52.81
Engineer Tech V	\$49.76	\$51.13
Engineer Tech IV	\$46.23	\$47.50
Engineer Tech III	\$37.47	\$38.50
Engineer Tech II	\$31.71	\$32.58
Engineer Tech I	\$18.82	\$19.34
Admin Support III	\$30.00	\$30.83
Admin Support II	\$26.80	\$27.54
Admin Support I	\$18.70	\$19.21
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

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

FIRM NAME Baxter & Woodman, Inc.
PRIME/SUPPLEMENT Prime

DATE 09/28/18
PTB NO. KDOT-2018 Structural Services

CONTRACT TERM 12 MONTHS
START DATE 11/19/2018
RAISE DATE 1/1/2019

OVERHEAD RATE 146.82%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

11/19/2018 - 1/1/2019	1/2/2019 - 12/1/2019			
$\frac{1}{12}$	$\frac{11}{12}$			
= 8.33%	94.42%			
= 1.0275				

The total escalation for this project would be: 2.75%

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Huff & Huff, Inc.
KDOT- 2018 Structural Services
Prime

DATE 09/26/18

SHEET 1 OF 5-2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 - Wetland & Waterway D			Task 2 - Wetland Delineatio			Task 3 - Threatened and En			Task 4a - Wetland Permitt			Task 4b - Wetland Permitting		
		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	16	7.27%	5.09															
Associate Principal I	60.92	0																	
Senior Consultant	68.69	0																	
Senior Geotechnical Consult	64.28	0																	
Senior Project Manager III	61.35	0																	
Senior Project Manager II	46.75	0																	
Senior Landscape Architect	53.28	0																	
Senior Planning PM	51.02	0																	
Senior Geologist PM	44.30	0																	
Senior Technical Specialist	45.64	0																	
Senior Scientist PM II	47.18	0																	
Senior Scientist PM I	40.34	94	42.73%	17.24	8	57.14%	23.05	10	25.00%	10.08	6	42.86%	17.29	22	50.00%	20.17	22	50.00%	20.17
Senior Technical Scientist	37.77	0																	
Senior CADD Specialist	34.51	10	4.55%	1.57				10	25.00%	8.63									
Scientist PM	43.20	0																	
Engineer PM II	43.19	0																	
Engineer PM I	36.99	0																	
Planning PM	35.94	0																	
Architect PM	38.38	0																	
Assistant PM Engineer II	39.90	0																	
Assistant PM Engineer I	35.52	0																	
Assistant PM Scientist	28.62	100	45.45%	13.01	6	42.86%	12.27	20	50.00%	14.31	8	57.14%	16.35	22	50.00%	14.31	22	50.00%	14.31
Engineer I		0																	
Scientist E1		0																	
Scientist E2		0																	
TOTALS		220	100%	\$36.90	14	100.00%	\$35.32	40	100%	\$33.02	14	100%	\$33.64	44	100%	\$34.48	44	100%	\$34.48

AVERAGE HOURLY PROJECT RATES

FIRM
PSB
PRIME/SUPPLEMENT

Huff & Huff, Inc.
KDOT- 2018 Structural Services
Prime

DATE 09/26/18

SHEET 2 OF 5-2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 4c - Wetland Permitting - USACE			Task 5 - QA/QC & Project Man														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Principal	70.00																		
Principal	70.00																		
Associate Principal II	70.00				16	80.00%	56.00												
Associate Principal I	60.92																		
Senior Consultant	68.69																		
Senior Geotechnical Consultant	64.28																		
Senior Project Manager III	61.35																		
Senior Project Manager II	46.75																		
Senior Landscape Architect	53.28																		
Senior Planning PM	51.02																		
Senior Geologist PM	44.30																		
Senior Technical Specialist	45.64																		
Senior Scientist PM II	47.18																		
Senior Scientist PM I	40.34	22	50.00%	20.17	4	20.00%	8.07												
Senior Technical Scientist	37.77																		
Senior CADD Specialist	34.51																		
Scientist PM	43.20																		
Engineer PM II	43.19																		
Engineer PM I	36.99																		
Planning PM	35.94																		
Architect PM	38.38																		
Assistant PM Engineer II	39.90																		
Assistant PM Engineer I	35.52																		
Assistant PM Scientist	28.62	22	50.00%	14.31															
Engineer I																			
Scientist E1																			
Scientist E2																			
TOTALS		44	100%	\$34.48	20	100%	\$64.07	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: Bowman Consulting Kane County Structural Services 2018

						<u>DIRECT</u>	
Task 01 - Wetland and Waterway Delineation							
Trips - Company	115 miles	x	1	x	\$ 0.545	= \$ 62.68	
Tolls			4	x	\$ 1.50	= \$ 6.00	
			0	x	\$ -	= \$ -	
						Task Total	\$ 68.68
Task 02 - Wetland Delineation Report							
Reproduction	2 sets	x	150	x	\$ 0.03	= \$ 9.00	
Color copies	2 sets	x	40	x	\$ 0.11	= \$ 8.80	
			0	x	\$ -	= \$ -	
						Task Total	\$ 17.80
Task 03 - Threatened and Endangered Species							
Reproduction	6 sets	x	50	x	\$ 0.03	= \$ 9.00	
			0	x	\$ -	= \$ -	
						Task Total	\$ 9.00
Task 04a - Wetland Permitting - USACE - Burlington Road							
Trips - Company	20 miles	x	1	x	\$ 0.545	= \$ 10.90	
Parking			1	x	\$ 30.00	= \$ 30.00	
Reproduction	2 sets	x	200	x	\$ 0.03	= \$ 12.00	
Color copies	2 sets	x	75	x	\$ 0.11	= \$ 16.50	
CAD Plots	2 sets	x	75	x	\$ 1.00	= \$ 75.00	
			0	x	\$ -	= \$ -	
						Task Total	\$ 144.40
Task 04b - Wetland Permitting - USACE - Scott Road							
Trips - Company	20 miles	x	1	x	\$ 0.545	= \$ 10.90	
Reproduction	2 sets	x	200	x	\$ 0.03	= \$ 12.00	
Color copies	2 sets	x	75	x	\$ 0.11	= \$ 16.50	
CAD Plots	2 sets	x	75	x	\$ 1.00	= \$ 75.00	
			0	x	\$ -	= \$ -	
						Task Total	\$ 114.40
Task 04c - Wetland Permitting - USACE - Grenart Road							
Trips - Company	20 miles	x	1	x	\$ 0.545	= \$ 10.90	
Reproduction	2 sets	x	200	x	\$ 0.03	= \$ 12.00	
Color copies	2 sets	x	75	x	\$ 0.11	= \$ 16.50	
CAD Plots	2 sets	x	75	x	\$ 1.00	= \$ 75.00	
			0	x	\$ -	= \$ -	
						Task Total	\$ 114.40
Task 07 - QA/QC & Project Management							
			0	x	\$ -	= \$ -	
						Task Total	\$ -
						GRAND TOTAL	\$ 468.68

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: Bowman Consulting Kane County Structural Services 2018

OUTSIDE

Task 01 - Wetland and Waterway Delineation

<hr/>	0 x	\$	-	=	\$	-
					\$	-
					Task Total	\$ -

Task 02 - Wetland Delineation Report

Federal Express	1 x	\$	20.00	=	\$	20.00
<hr/>						
	0 x	\$	-	=	\$	-
					\$	20.00
					Task Total	\$ 20.00

Task 03 - Threatened and Endangered Species

EcoCAT	3 x	\$	127.50	=	\$	382.50
<hr/>						
	0 x	\$	-	=	\$	-
					\$	382.50
					Task Total	\$ 382.50

Task 04a - Wetland Permitting - USACE - Burlington Road

Federal Express	1 x	\$	20.00	=	\$	20.00
<hr/>						
	0 x	\$	-	=	\$	-
					\$	20.00
					Task Total	\$ 20.00

Task 04b - Wetland Permitting - USACE - Scott Road

Federal Express	1 x	\$	20.00	=	\$	20.00
<hr/>						
	0 x	\$	-	=	\$	-
					\$	20.00
					Task Total	\$ 20.00

Task 04c - Wetland Permitting - USACE - Grenart Road

Federal Express	1 x	\$	20.00	=	\$	20.00
<hr/>						
	0 x	\$	-	=	\$	-
					\$	20.00
					Task Total	\$ 20.00

Task 07 - QA/QC & Project Management

<hr/>	0 x	\$	-	=	\$	-
					\$	-
					Task Total	\$ -

GRAND TOTAL \$ 462.50

PAYROLL RATES

FIRM NAME Huff & Huff, Inc. **DATE** 09/26/18
PRIME/SUPPLEMENT Prime
PSB NO. KDOT- 2018 Structural Services

ESCALATION FACTOR **2.25%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$59.58	\$60.92
Senior Consultant	\$67.18	\$68.69
Senior Geotechnical Consul	\$62.87	\$64.28
Senior Project Manager III	\$60.00	\$61.35
Senior Project Manager II	\$45.72	\$46.75
Senior Landscape Architect	\$52.11	\$53.28
Senior Planning PM	\$49.90	\$51.02
Senior Geologist PM	\$43.33	\$44.30
Senior Technical Specialist	\$44.64	\$45.64
Senior Scientist PM II	\$46.14	\$47.18
Senior Scientist PM I	\$39.45	\$40.34
Senior Technical Scientist	\$36.94	\$37.77
Senior CADD Specialist	\$33.75	\$34.51
Scientist PM	\$42.25	\$43.20
Engineer PM II	\$42.24	\$43.19
Engineer PM I	\$36.18	\$36.99
Planning PM	\$35.15	\$35.94
Architect PM	\$37.54	\$38.38
Assistant PM Engineer II	\$39.02	\$39.90
Assistant PM Engineer I	\$34.74	\$35.52
Assistant PM Scientist	\$27.99	\$28.62
Engineer I	\$34.13	
Scientist EI	\$26.98	
Scientist E2	\$23.17	
Administrative Managers	\$40.57	
Senior Administrative Assist	\$27.89	

AVERAGE HOURLY PROJECT RATES

FIRM Midland Standard Engineering & Testing, Inc.
 PSB KDOT-2018 Structural Services
 PRIME/SUPPLEMENT Prime

DATE 09/27/18

SHEET 1 OF 51

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Manager			Project Engineer			Geotechnical Engineer			Field Engineer			Direct Costs		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Project Manager	63.91	2	7.14%	4.56	2	100.00%	63.91												
Project Engineer	63.40	4	14.29%	9.06				4	100.00%	63.40									
Geotechnical Engineer	44.80	10	35.71%	16.00							10	100.00%	44.80						
Field Engineer	37.36	12	42.86%	16.01									12	100.00%	37.36				
		0																	
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TOTALS		28	100%	\$45.63	2	100.00%	\$63.91	4	100%	\$63.40	10	100%	\$44.80	12	100%	\$37.36	0	0%	\$0.00

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

FIRM NAME
PRIME/SUPPLEMENT

Midland Standard Engineering & Testing, Inc.
Prime

DATE 09/27/18
PTB NO. KDOT-2018 Structural Services

CONTRACT TERM 12 MONTHS
START DATE 11/19/18
RAISE DATE 3/1/19

OVERHEAD RATE 120.00%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

11/19/18 - 3/1/19

3/2/19 - 12/1/19

3
12

9
12

= 25.00%
= 1.0225

77.25%

The total escalation for this project would be:

2.25%

DRUG FREE WORKPLACE CERTIFICATIONS



This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Illinois Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

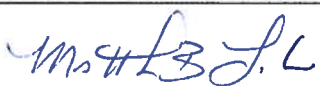
- a. the dangers of drug abuse in the workplace;
- b. the Grantee's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Grantee

Signature of Authorized Representative	Date
	10/01/2018
Title of Authorized Representative	
Principal	

BCC

This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Illinois Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Grantee's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.


(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Grantee

Signature of Authorized Representative	Date
	09-27-18
Title of Authorized Representative	
VICE PRESIDENT - BAXTER+WOODMAN, INC.	



This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Illinois Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Grantee's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Grantee

Signature of Authorized Representative	Date
<i>Barr H. Stueder</i>	9/26/18
Title of Authorized Representative	
<i>Associate Principal</i>	

H & H



This certification is required by the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Illinois Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i. abide by the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Grantee's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Grantee

Signature of Authorized Representative	Date
<i>William D. Ry</i>	<i>9/26/18</i>
Title of Authorized Representative	
<i>President</i>	

MSET

PROJECT SITES LOCATION MAP

Kane County Division of Transportation
18-00498-00-BR 2018 Structural Services Sites Location Map

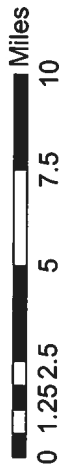
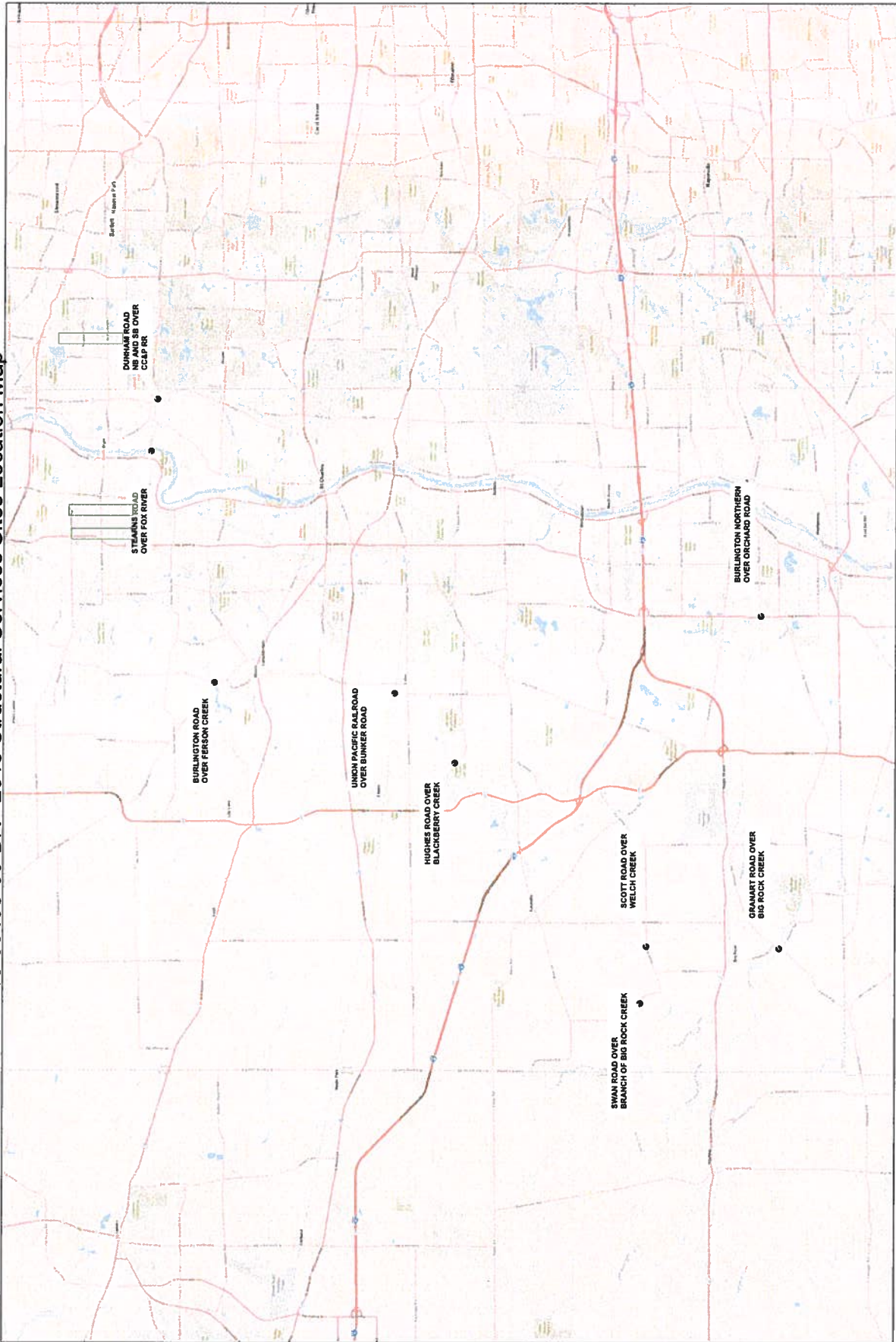


EXHIBIT "C"

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

Company Name

Signature of Officer of Company

Title

Date

September 21, 2018

RE: Contractor Disclosure

To Whom It May Concern:


As of September 21, 2018, to the best of our knowledge, the Owners, Officers or Executives of Bowman Consulting Group, Ltd. have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners with at least 5% holdings in Bowman Consulting Group, Ltd.:

Mr. Gary P. Bowman 58%
3863 Centerview Drive
Chantilly, VA 20151

Mr. Michael G. Bruen 7%
3863 Centerview Drive
Chantilly, VA 20151

Mr. Patrick D. Quante 5%
3863 Centerview Drive
Chantilly, VA 20151



Officer: Robert A. Hickey
Title: Chief Legal Officer

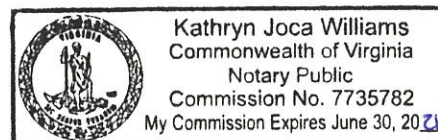
9/21/18

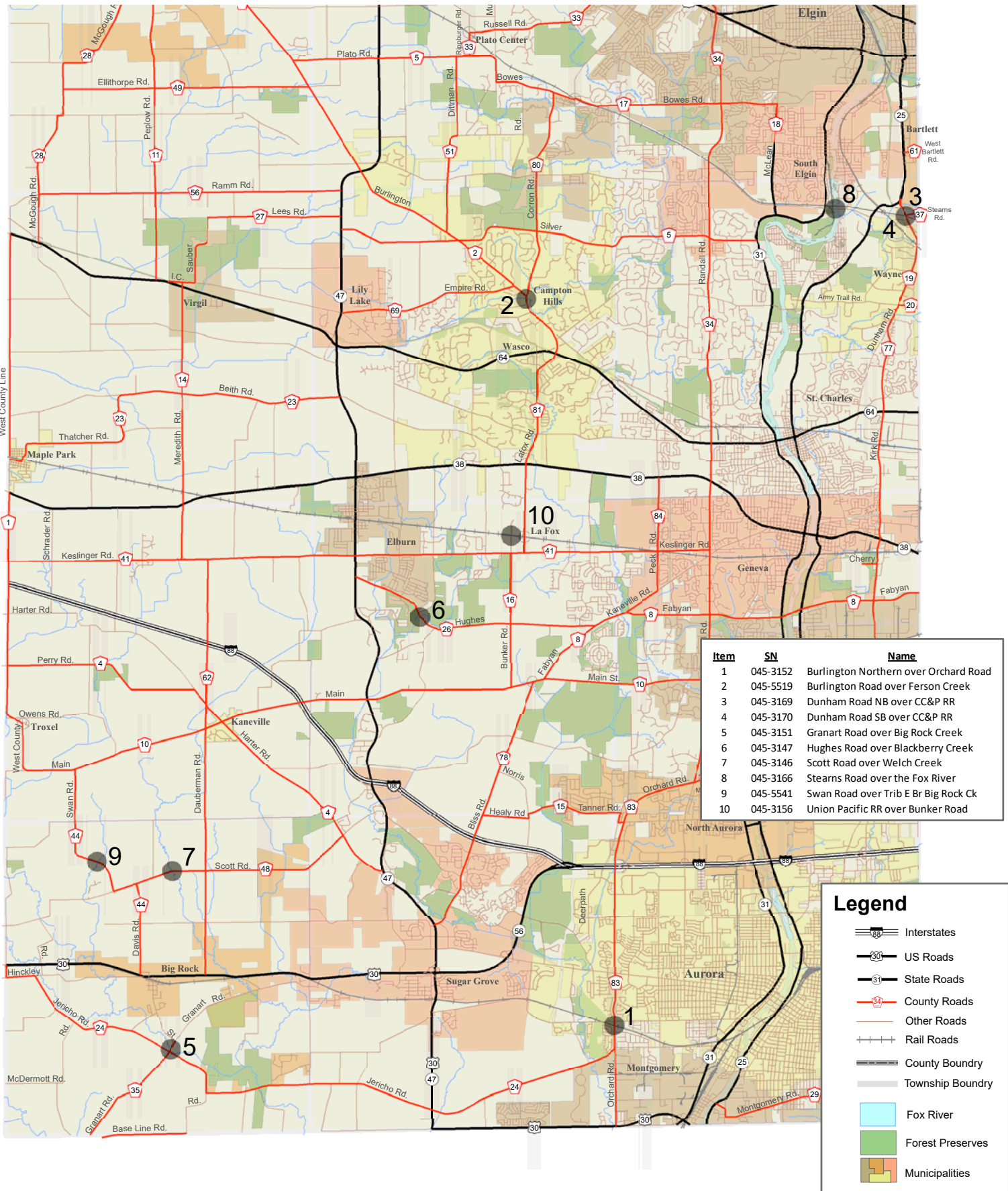
Date

Subscribed and Sworn this 21st day of September, 2018



Notary Public KATHRYN J. WILLIAMS



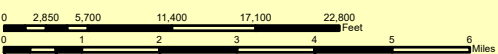


Item	SN	Name
1	045-3152	Burlington Northern over Orchard Road
2	045-5519	Burlington Road over Ferson Creek
3	045-3169	Dunham Road NB over CC&P RR
4	045-3170	Dunham Road SB over CC&P RR
5	045-3151	Granart Road over Big Rock Creek
6	045-3147	Hughes Road over Blackberry Creek
7	045-3146	Scott Road over Welch Creek
8	045-3166	Stearns Road over the Fox River
9	045-5541	Swan Road over Trib E Br Big Rock Ck
10	045-3156	Union Pacific RR over Bunker Road

Legend

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

Section Number 18-00498-00-BR 2018 Structural Services





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction for Stearns Road at Randall Road (Stage 5A), Kane County Section No. 14-00214-28-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 an intersection reconstruction improvement at the Stearns Road and Randall Road intersection. Federal SAFTEA-LU High Priority Projects (HPP) funds will provide an estimated \$3,810,177 (74%) of the total \$5,169,000 project cost. The total local (County) contribution is estimated to be \$1,358,823 (26%). Staff recommends that a 25% contingency (\$339,706) be added for a total estimated local share of \$1,698,529.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION FOR STEARNS ROAD AT RANDALL ROAD (STAGE 5A),
KANE COUNTY SECTION NO. 14-00214-28-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. 37 (Stearns Road) at Kane County Highway No. 34 (Randall Road), (Stage 5A) intersection reconstruction improvement project, (Kane County Section No. 14-00214-28-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 \$5,169,000; 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 One Million Three Hundred Fifty Eight Thousand Eight Hundred Twenty Three Dollars (\$1,358,823); and

WHEREAS, the County deems it prudent to include in its estimated cost for Phase III Construction for the Improvement, a contingency of twenty five percent, or Three Hundred Thirty Nine Thousand Seven Hundred and Six Dollars (\$339,706) for a total County estimated cost of One Million Six Hundred Ninety Eight Thousand Five Hundred Twenty Nine Dollars (\$1,698,529).

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 Stearns Road at Randall Road, (Stage 5A) intersection reconstruction improvement project.


Passed by the Kane County Board on .

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

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

Vote:

18-11 StearnsRndallIDOT

 Illinois Department of Transportation Local Public Agency Agreement for Federal Participation	Local Public Agency COUNTY OF KANE	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 14-00214-28-CH	Fund Type HPP	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-207-15	GDCW(566)				

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 Stearns Road Stage 5A Route FAP 361 Length _____

Termini at Randall Road

Current Jurisdiction LPA TIP Number 09-96-0018 Existing Structure No _____

Project Description

Widen Randall Rd, modernize traffic signal, improve ped facilities, add MUP, improve roadway lighting, and improve drainage.

Division of Cost

Type of Work	HPP	%	%	LPA	%	Total
Participating Construction	3,810,177	(74)	()	1,358,823	(26)	5,169,000
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 3,810,177			\$ 1,358,823		\$ 5,169,000

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 Balance _____ 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

(Signature)

Date

Philip C. Kaufmann, Chief Counsel

Date

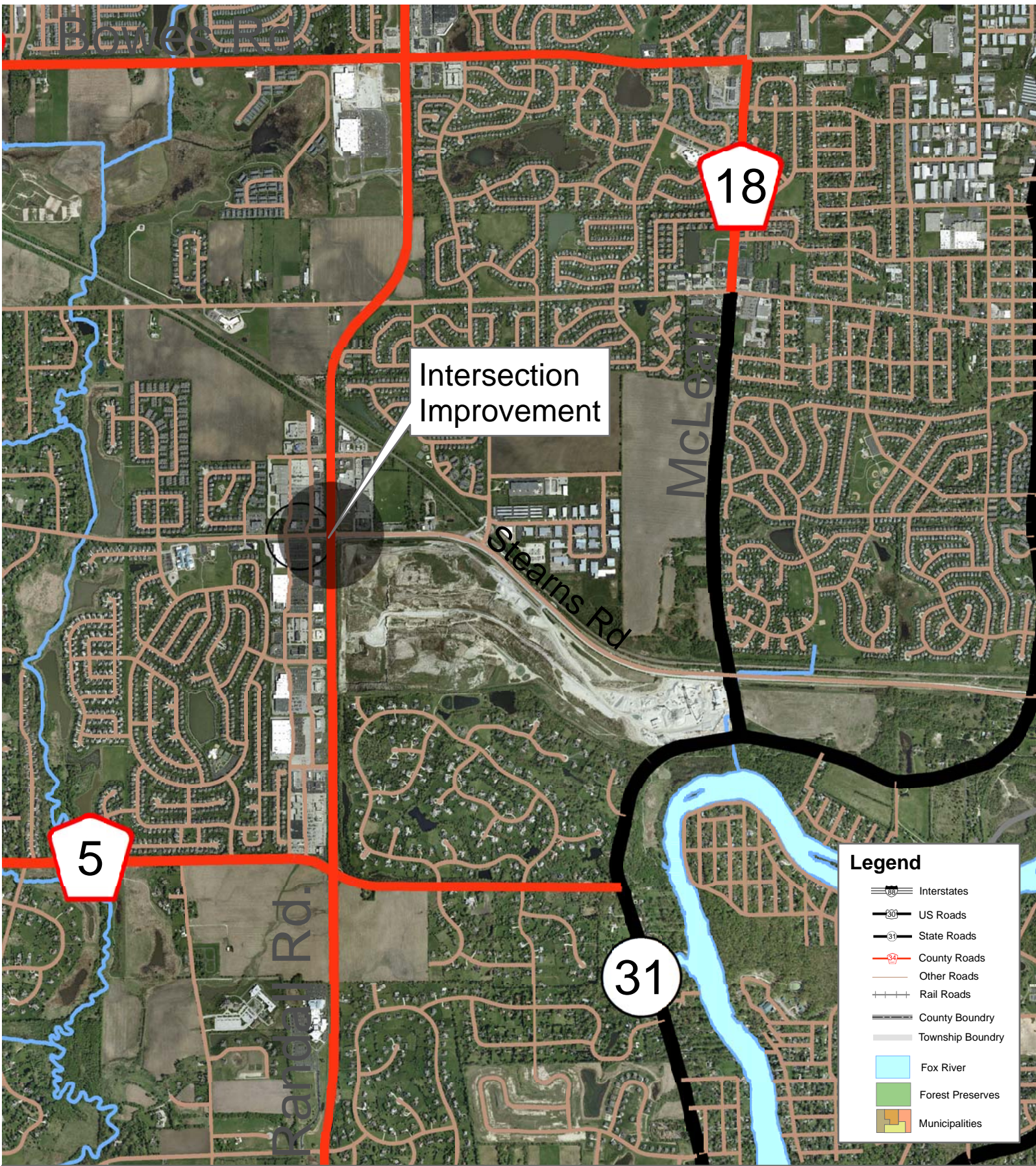
The above signature certifies the agency's TIN number is
36-6006585 conducting business as a Governmental
Entity.

Jeff Heck, Chief Fiscal Officer (CFO)

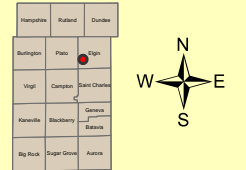
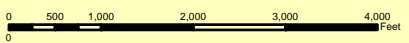
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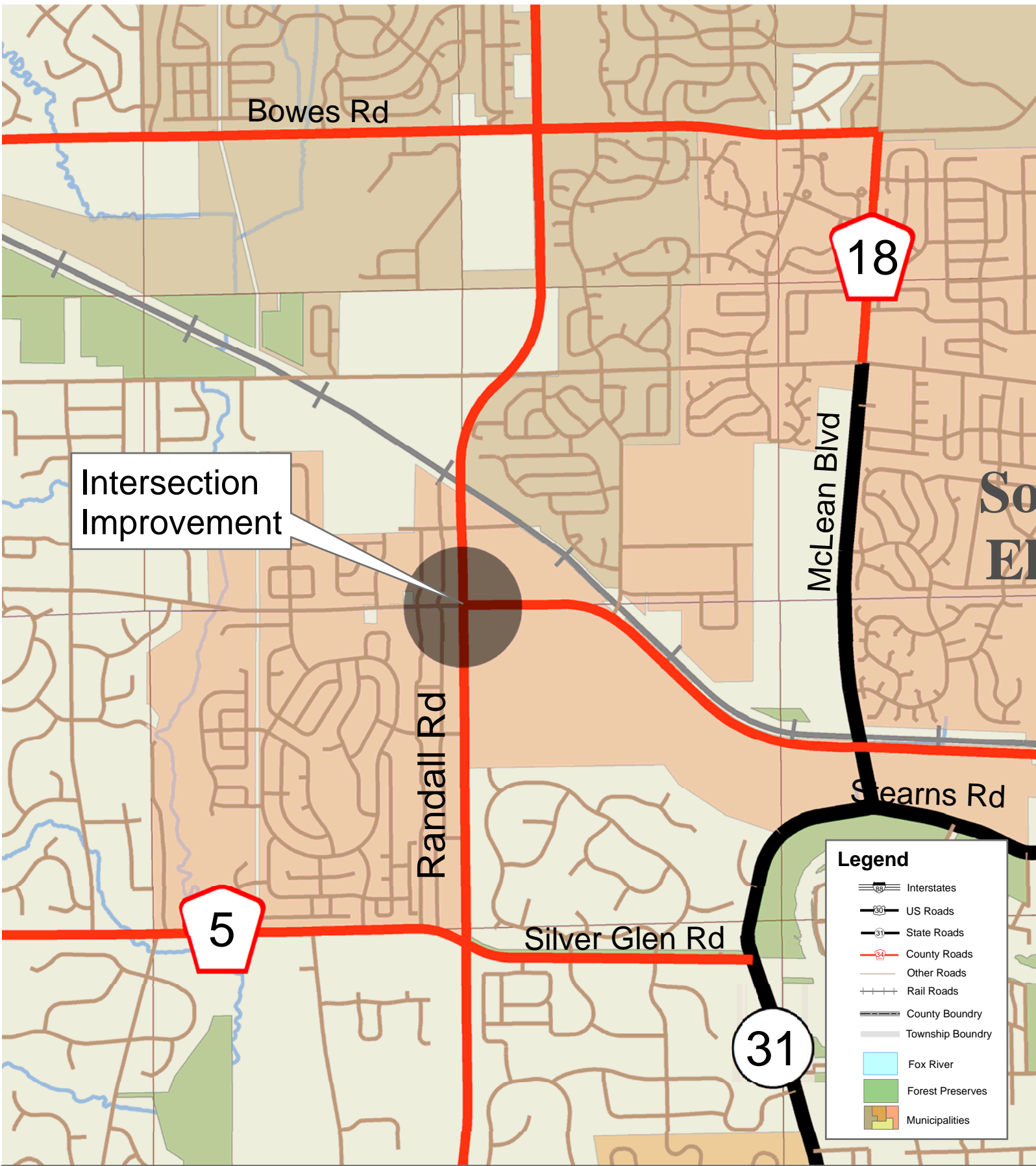
NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Section Number 06-00214-26-WR
 Randall Road at Stearns Road



M:\dots\server2\USERS\Committee\201412 December\Implementation\Engineering\Stearns Road at Randall Road\Map Standard Aerial_Randall Rd at Stearns Rd loc map



Section Number 14-00214-28-CH
 Randall Road at Stearns Road





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Contract for Construction with Lorig Construction Co. of Des Plaines, Illinois for Longmeadow Parkway Section C-1, Kane County Section No. 13-00215-20-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$24,914,664.21
If not budgeted, explain funding source: N/A	

Summary:

On October 2, 2018, 8 bids were opened at the Kane County Division of Transportation for the above-mentioned project to construct a bridge over the Fox River as part of the Longmeadow Parkway Bridge Corridor improvement. The lowest qualified bid of \$24,914,664.21 by Lorig Construction Company of Des Plaines, was 24.62% under the engineer's estimate of \$33,053,876.00. This project is funded entirely with local funds. Staff recommends approval of this contract.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING CONTRACT FOR CONSTRUCTION WITH LORIG CONSTRUCTION CO. OF DES PLAINES, ILLINOIS FOR LONGMEADOW PARKWAY SECTION C-1, KANE COUNTY SECTION NO. 13-00215-20-BR

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

KANE COUNTY SECTION NO. 13-00215-20-BR
LONGMEADOW PARKWAY BRIDGE CORRIDOR SECTION C-1
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

LORIG CONSTRUCTION CO. of DES PLAINES, ILLINOIS
With a low bid of
\$24,914,664.21

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 therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated Twenty Three Million Dollars and 00/100 (\$23,000,000.00) from the Longmeadow Bond Construction Fund #515, Line Item #73010 (Bridge Construction) and One Million Nine Hundred Fourteen Thousand Six Hundred Sixty Four Dollars and 21/100 (\$1,914,664.21) from the Transportation Sales Tax Fund #305, Line Item #73010 (Bridge Construction) for a total of Twenty Four Million Nine Hundred Fourteen Thousand Six Hundred Sixty Four Dollars and 21/100 (\$24,914,664.21) 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?
305.520.527.73010	Bridge Construction	Yes	Yes	
515.520.530.73010	Bridge Construction	Yes	Yes	

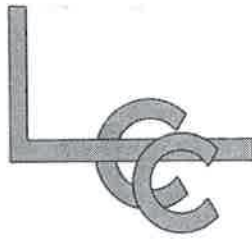
Passed by the Kane County Board on November 13, 2018.

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

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

Vote:

18-11 LMPC-1



May 2, 2018

Kane County Government Center
Purchasing Dept., Building A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosures
Kane County Code, Art. II, Div. 3, Sec 2-211
Lorig Construction Company

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 past 12 months
Lorig Construction Company has not made any campaign contributions in the past 12 months
- B) Individuals having more than 5% ownership
David Lorig owns 75% and Max Lorig owns 25% of Lorig Construction Company
- C) Names and Contact Information of Lobbyists, Agents and Representatives
Lorig Construction Company does not have any lobbyist, agent or representatives who are or would be having contact with Kane County employees or officials in relation to contracts or bids
- D) Statement under oath that we have not withheld disclosures
Lorig Construction Company has not withheld nor reserved any information regarding economic interest in the firm as required by County code for this disclosure

Sincerely,

David H. Lorig
President

Sworn and signed before me this 2nd day of May, 2018

Linda Cornfield



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



OCTOBER 2, 2018 BID OPENING

SECTION SEC. #13-00215-20-BR LONGMEADOW PARKWAY CORRIDOR CONSTRUCTION SECTION C1

<u>BIDDER</u>	<u>AS READ BID</u>	<u>CORRECTED BID</u>
<u>DUNNET BAY</u>	<u>\$25,693,490.82</u>	
<u>F.H. PASHEN</u>	<u>\$25,345,279.00</u>	<u>\$25,350,026.61</u>
<u>IHC</u>	<u>\$27,396,108.26</u>	<u>\$27,396,108.22</u>
<u>IL CONSTRUCTORS</u>	<u>\$25,560,000.00</u>	<u>\$25,560,468.00</u>
<u>HERLIHY</u>	<u>\$26,677,980.49</u>	
<u>KRAEMER NA</u>	<u>\$32,127,863.29</u>	
<u>LORIG</u>	<u>\$24,914,664.21</u>	
<u>MCHUGH</u>	<u>\$25,743,881.00</u>	

Algonquin

Bridge Construction

Longmeadow Pkwy

Huntley Rd

31

Carpenter

Legend

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

Section Number 13-00215-20-BR Longmeadow Parkway over the Fox River



0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

KANE COUNTY
Division of

Packet Pg. 289