



KANE COUNTY

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

TRANSPORTATION COMMITTEE

TUESDAY, AUGUST 21, 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: July 17, 2018**
3. **Public Comment (Agenda Items)**
4. **Finance**
 - A. July Transportation Committee Finance Reports
 - B. **Resolution:** Approving Supplemental Appropriation for FY 2018 County Maintenance MFT Kane County Section No. 18-00000-00-GM
5. **Maintenance**
 - A. Maintenance Report
6. **Planning & Programming**
 - A. Planning & Programming Report
 - B. Approving a Road Improvement Impact Fee Discount Agreement Between the County of Kane and Pantan Mill Station
7. **Traffic Operations & Permitting**
 - A. Traffic Operations & Permitting Report
 - B. **Resolution:** Approving an Agreement with J.U.L.I.E., Inc. for Underground Utility Location Services
8. **Project Implementation**
 - A. Project Implementation Report
 - B. **Resolution:** Approving Contract for Construction with Areatha Construction Company, Inc. of Streamwood, Illinois for Kirk Road over UPRR Bridge Deck Repairs, Kane County Section No. 18-00192-06-BR
 - C. **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
 - D. **Resolution:** Approving a Phase I/II Engineering Services Agreement with Peralte-Clark, LLC. of Inverness, Illinois for Fabyan Parkway and IL Route 31, Orchard Road South Safety Improvements, Kane County Section No. 18-00493-00-SP
 - E. **Resolution:** Approving an Amended Intergovernmental Agreement with the State of Illinois for Phase III Construction for Kirk Road at Pine Street, Kane County Section No. 15-00342-01-CH
 - F. **Resolution:** Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction, Kirk Road Highway Safety Improvement Project, Kane County Section No. 16-00477-00-SP

- G. **Resolution:** Approving a Phase III Engineering Services Agreement with Ciorba Group Inc. of Chicago, Illinois for Fabyan Parkway at Kirk Road Intersection Improvement, Kane County Section No. 11-00201-04-CH
- H. **Resolution:** Approving an Agreement with Commonwealth Edison Company for Relocation of Facilities, Longmeadow Parkway Bridge Corridor, Section C-1, Kane County Section No. 13-00215-20-BR
- I. **Resolution:** Approving Memorandum of Understanding Between the Illinois State Toll Highway Authority and the County of Kane for Longmeadow Parkway Toll Bridge Tolling Coordination, Kane County Section No. 94-00215-01-BR
- J. **Resolution:** Approving an Professional Services Agreement with Jensen Right of Way Associates, Inc. of Oak Brook, Illinois for On-Call Land Acquisition Negotiator Services, Kane County Section No. 18-00486-00-LA

9. Reports Placed On File

10. Executive Session (If Needed)

11. Public Comment (Non-Agenda Items)

12. Adjournment

**Transportation Committee Revenue Report - Summary
Through July 31, 2018 (66.7% YTD)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Cash on Hand	YTD Actual Transactions	Total % Received
520 Transportation	2,909,694	117,055,511	81,785,039	21,118,813	25.82%
300 County Highway	283,938	7,547,604	5,816,609	3,172,592	54.54%
301 County Bridge	10,900	360,000	329,695	207,871	63.05%
302 Motor Fuel Tax	501,482	14,472,570	6,383,836	3,346,255	52.42%
303 County Highway Matching	2,777	67,270	65,325	37,358	57.19%
304 Motor Fuel Local Option	804,018	16,341,879	9,533,385	5,018,320	52.64%
305 Transportation Sales Tax	1,187,871	37,530,324	26,484,407	7,678,108	28.99%
515 Longmeadow Bond Construction	0	30,000,000	30,000,000	0	0.00%
540 Transportation Capital	49,724	2,300,243	1,086,603	194,276	17.88%
550 Aurora Area Impact Fees	0	21,500	21,500	29,490	137.16%
551 Campton Hills Impact Fees	0	260,491	79,000	8,740	11.06%
552 Greater Elgin Impact Fees	0	81,500	62,329	38,901	62.41%
553 Northwest Impact Fees	424	26,500	26,500	16,704	63.04%
554 Southwest Impact Fees	0	352,000	42,250	48,760	115.41%
555 Tri-Cities Impact Fees	0	223,750	81,000	30,121	37.19%
556 Upper Fox Impact Fees	0	443,651	46,500	34,770	74.77%
557 West Central Impact Fees	0	10,500	10,100	5,058	50.08%
558 North Impact Fees	27,213	1,953,470	756,000	599,667	79.32%
559 Central Impact Fees	27,350	2,195,630	354,000	379,037	107.07%
560 South Impact Fees	13,997	2,866,629	606,000	272,782	45.01%
Grand Total	2,909,694	117,055,511	81,785,039	21,118,813	25.82%

**Transportation Committee Expenditure Report - Summary
Through July 31, 2018 (66.7% YTD, 65.38% Payroll)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	3,769,432	117,055,511	102,555,511	19,136,418	41,563,900	18.66%
300 County Highway	372,219	7,547,604	7,547,604	3,511,843	1,792,587	46.53%
301 County Bridge	141,777	360,000	360,000	314,457	116,393	87.35%
302 Motor Fuel Tax	246,607	14,472,570	14,472,570	5,887,956	4,820,785	40.68%
303 County Highway Matching	0	67,270	67,270	33,622	(31,477)	49.98%
304 Motor Fuel Local Option	1,380,523	16,341,879	16,341,879	3,000,572	14,021,720	18.36%
305 Transportation Sales Tax	808,280	37,530,324	37,530,324	2,987,915	14,434,105	7.96%
540 Transportation Capital	96,756	2,300,243	2,300,243	1,595,564	1,644,681	69.37%
550 Aurora Area Impact Fees	0	21,500	21,500	51,059	0	237.48%
553 Northwest Impact Fees	0	26,500	26,500	0	0	0.00%
554 Southwest Impact Fees	0	352,000	352,000	0	735,220	0.00%
556 Upper Fox Impact Fees	462,359	443,651	443,651	462,359	(0)	104.22%
559 Central Impact Fees	0	2,195,630	2,195,630	104,000	0	4.74%
560 South Impact Fees	0	2,866,629	2,866,629	337,984	24,007	11.79%
551 Campton Hills Impact Fees	0	260,491	260,491	0	39,107	0.00%
552 Greater Elgin Impact Fees	49,680	81,500	81,500	127,319	636,879	156.22%
555 Tri-Cities Impact Fees	2,904	223,750	223,750	91,450	635,827	40.87%
558 North Impact Fees	208,326	1,953,470	1,953,470	630,317	2,694,065	32.27%
557 West Central Impact Fees	0	10,500	10,500	0	0	0.00%
515 Longmeadow Bond Construction	0	30,000,000	15,500,000	0	0	0.00%
Grand Total	3,769,432	117,055,511	102,555,511	19,136,418	41,563,900	18.66%

**Transportation Committee Expenditure Report - Detail
Through July 31, 2018 (66.7% YTD, 65.38% Payroll)**

	Current Month Transactions	Total Amended Budget	Total Amended Budget excluding Net Income	YTD Actual Transactions	YTD Encumbrances	Total % Used
520 Transportation	3,769,432	117,055,511	102,555,511	19,136,418	41,563,900	18.66%
300 County Highway	372,219	7,547,604	7,547,604	3,511,843	1,792,587	46.53%
Personnel Services- Salaries & Wages	178,113	2,684,521	2,684,521	1,559,645	0	58.10%
Personnel Services- Employee Benefits	61,605	982,992	982,992	528,850	0	53.80%
Contractual Services	59,259	1,616,453	1,616,453	634,390	1,442,612	39.25%
Commodities	17,458	747,800	747,800	332,160	114,301	44.42%
Capital	55,785	1,248,442	1,248,442	189,403	235,674	15.17%
Transfers Out	0	267,396	267,396	267,396	0	100.00%
301 County Bridge	141,777	360,000	360,000	314,457	116,393	87.35%
Contractual Services	141,777	360,000	360,000	314,457	116,393	87.35%
302 Motor Fuel Tax	246,607	14,472,570	14,472,570	5,887,956	4,820,785	40.68%
Personnel Services- Salaries & Wages	168,176	2,596,782	2,596,782	1,716,254	0	66.09%
Personnel Services- Employee Benefits	78,431	1,055,929	1,055,929	583,234	0	55.23%
Contractual Services	0	685,730	685,730	96,293	0	14%
Capital	0	6,641,954	6,641,954	0	4,820,785	0.00%
Transfers Out	0	3,492,175	3,492,175	3,492,175	0	100.00%
303 County Highway Matching	0	67,270	67,270	33,622	(31,477)	49.98%
Commodities	0	67,270	67,270	33,622	(31,477)	49.98%
304 Motor Fuel Local Option	1,380,523	16,341,879	16,341,879	3,000,572	14,021,720	18.36%
Contractual Services	1,320,616	14,103,000	14,103,000	1,908,480	12,539,491	13.53%
Commodities	59,907	1,834,008	1,834,008	1,030,500	1,284,047	56.19%
Capital	0	350,000	350,000	6,721	198,182	1.92%
Transfers Out	0	54,871	54,871	54,871	0	100.00%
305 Transportation Sales Tax	808,280	37,530,324	37,530,324	2,987,915	14,434,105	7.96%
Contractual Services	592,402	8,201,801	8,201,801	2,342,358	3,513,621	28.56%
Capital	215,878	28,638,523	28,638,523	645,558	10,920,484	2.25%
Transfers Out	0	690,000	690,000	0	0	0.00%
515 Longmeadow Bond Construction	0	30,000,000	15,500,000	0	0	0.00%
Capital	0	15,500,000	15,500,000	0	0	0.00%
Contingency and Other	0	14,500,000	0	0	0	N/A
540 Transportation Capital	96,756	2,300,243	2,300,243	1,595,564	1,644,681	69.37%
Contractual Services	89,997	1,121,781	1,121,781	290,873	1,644,681	25.93%
Capital	6,759	1,178,462	1,178,462	1,304,692	(0)	110.71%
550 Aurora Area Impact Fees	0	21,500	21,500	51,059	0	237.48%
Capital	0	20,500	20,500	51,059	0	249.07%
Transfers Out	0	1,000	1,000	0	0	0.00%
551 Campton Hills Impact Fees	0	260,491	260,491	0	39,107	0.00%
Contractual Services	0	60,000	60,000	0	0	0.00%
Capital	0	196,741	196,741	0	39,107	0.00%
Transfers Out	0	3,750	3,750	0	0	0.00%
552 Greater Elgin Impact Fees	49,680	81,500	81,500	127,319	636,879	156.22%
Contractual Services	49,680	80,000	80,000	127,319	219,440	159.15%
Capital	0	0	0	0	417,439	N/A
Transfers Out	0	1,500	1,500	0	0	0.00%
553 Northwest Impact Fees	0	26,500	26,500	0	0	0.00%
Capital	0	25,250	25,250	0	0	0.00%
Transfers Out	0	1,250	1,250	0	0	0.00%
554 Southwest Impact Fees	0	352,000	352,000	0	735,220	0.00%
Contractual Services	0	350,000	350,000	0	735,220	0.00%
Transfers Out	0	2,000	2,000	0	0	0.00%

**Transportation Committee Expenditure Report - Detail
Through July 31, 2018 (66.7% YTD, 65.38% 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	2,904	223,750	223,750	91,450	635,827	40.87%
Contractual Services	2,904	0	0	91,450	26,385	N/A
Capital	0	220,000	220,000	0	609,442	0.00%
Transfers Out	0	3,750	3,750	0	0	0.00%
556 Upper Fox Impact Fees	462,359	443,651	443,651	462,359	(0)	104.22%
Contractual Services	0	0	0	0	0	N/A
Capital	462,359	441,651	441,651	462,359	(0)	104.69%
Transfers Out	0	2,000	2,000	0	0	0.00%
557 West Central Impact Fees	0	10,500	10,500	0	0	0.00%
Capital	0	10,000	10,000	0	0	0.00%
Transfers Out	0	500	500	0	0	0.00%
558 North Impact Fees	208,326	1,953,470	1,953,470	630,317	2,694,065	32.27%
Contractual Services	125,315	1,135,970	1,135,970	419,582	1,852,358	36.94%
Capital	83,011	780,000	780,000	210,735	841,707	27.02%
Transfers Out	0	37,500	37,500	0	0	0.00%
559 Central Impact Fees	0	2,195,630	2,195,630	104,000	0	4.74%
Capital	0	2,178,130	2,178,130	104,000	0	4.77%
Transfers Out	0	17,500	17,500	0	0	0.00%
560 South Impact Fees	0	2,866,629	2,866,629	337,984	24,007	11.79%
Contractual Services	0	24,200	24,200	0	24,007	0.00%
Capital	0	2,812,429	2,812,429	337,984	0	12.02%
Transfers Out	0	30,000	30,000	0	0	0.00%
Grand Total	3,769,432	117,055,511	102,555,511	19,136,418	41,563,900	18.66%



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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 50150 - Contractual/Consulting Services											
4960 - HNTB Corporation	01-69925-PL-001	KaneDOT; On-Call GIS Svcs, 01/23/18-04/27/18	Paid by EFT # 47780		05/18/2018	06/27/2018	06/27/2018		07/09/2018	2,663.15	
								Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	\$2,663.15
Account 50340 - Software Licensing Cost											
1900 - Computerized Fleet Analysis, Inc. (CFA Software)	13821	XX9968 CFA Win8: Software maintenance	Paid by Check # 362587		06/11/2018	06/26/2018	06/26/2018		07/09/2018	1,795.00	
								Account 50340 - Software Licensing Cost Totals		Invoice Transactions 1	\$1,795.00
Account 50480 - Security Services											
1191 - Alarm Detection Systems Inc	SI-486411	Annual Fire Alarm System Testing (all Bldgs/Systems) 06/12/18	Paid by EFT # 47690		06/19/2018	06/26/2018	06/26/2018		07/09/2018	142.92	
1191 - Alarm Detection Systems Inc	SI-486444	Annual Fire Alarm System Testing Bldgs A & B 06/12/18	Paid by EFT # 47690		06/19/2018	06/26/2018	06/26/2018		07/09/2018	641.88	
1191 - Alarm Detection Systems Inc	SI-486412	Annual Fire Alarm System Testing (all Bldgs/Systems) Bldg P	Paid by EFT # 47908		06/19/2018	07/06/2018	07/06/2018		07/23/2018	292.00	
1191 - Alarm Detection Systems Inc	SI-486445	Annual Fire Alarm System Testing (Bldgs/System) Truck Storage	Paid by EFT # 47908		06/19/2018	07/06/2018	07/06/2018		07/23/2018	131.88	
								Account 50480 - Security Services Totals		Invoice Transactions 4	\$1,208.68
Account 52000 - Disposal and Water Softener Svcs											
1024 - Ready Refresh by Nestle (Ice Mountain)	08F0121852636	0121852636 Bottled Water Delivery Svc 05/15/18-06/14/18	Paid by EFT # 47843		06/16/2018	06/26/2018	06/26/2018		07/09/2018	311.75	
1633 - Culligan Tri City Soft Water	15606	Water Softener Rental&Svc Salt delivery 06/20/18	Paid by Check # 362757		06/27/2018	07/06/2018	07/06/2018		07/23/2018	15.90	
1633 - Culligan Tri City Soft Water	15607	Water Softener Rental&Svc Salt delivery 06/20/18	Paid by Check # 362757		06/27/2018	07/06/2018	07/06/2018		07/23/2018	104.90	
1216 - Waste Management of Illinois - West	3806461-2011-9	BPO: WasteDisposal-DumpsterServices 07/01/18-07/30/18	Paid by EFT # 48072		06/26/2018	07/06/2018	07/06/2018		07/23/2018	7.32	
								Account 52000 - Disposal and Water Softener Svcs Totals		Invoice Transactions 4	\$439.87



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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.	7118	KDOT BPO: Janitorial Svcs June 2018	Paid by EFT # 47943		07/04/2018	07/06/2018	07/06/2018		07/23/2018	1,554.22	
									Account 52010 - Janitorial Services Totals	Invoice Transactions 1	\$1,554.22
Account 52110 - Repairs and Maint- Buildings											
6292 - International Filter Manufacturing (IFM)	45030	KDOT: Filters 15x20x2 PLT	Paid by Check # 362625		06/14/2018	06/26/2018	06/26/2018		07/09/2018	264.00	
9026 - Stenstrom Petroleum Services Group	S130354	Annual Fuel System Compliance Testing 05/23/18	Paid by EFT # 47867		06/14/2018	06/26/2018	06/26/2018		07/09/2018	1,075.00	
5933 - Urban Elevator Service Inc	15085555	Elevator Maint & Rope Test - KDOT Bldg A July 2018	Paid by Check # 362692		06/20/2018	06/26/2018	06/26/2018		07/09/2018	288.00	
3060 - Grainger Inc	9826746712	KDOT: Lithonia DLB48, Replacement Lens Bulb lamp lights	Paid by EFT # 47961		06/22/2018	07/06/2018	07/06/2018		07/23/2018	103.29	
1679 - McMaster-Carr Supply Co	66217237	KDOT: Tubular Fluorescent Light Bulb Sockets	Paid by EFT # 48006		06/22/2018	07/06/2018	07/06/2018		07/23/2018	91.49	
									Account 52110 - Repairs and Maint- Buildings Totals	Invoice Transactions 5	\$1,821.78
Account 52120 - Repairs and Maint- Grounds											
8434 - Harley Sanitary Service	19653	Septic service Bldg E	Paid by EFT # 47968		06/27/2018	07/06/2018	07/06/2018		07/23/2018	250.00	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 1	\$250.00
Account 52140 - Repairs and Maint- Copiers											
8930 - Impact Networking, LLC	1138127	KC04; BPO-Bizhub 552 Copier Mnt 06/14/18-7/14/18	Paid by EFT # 47786		06/15/2018	06/20/2018	06/20/2018		07/09/2018	28.00	
4371 - Toshiba Business Solutions, Inc.	14571170	KDOT; Toshiba eStudio5508A PermitCopierMnt 5/2/18-6/1/18	Paid by Check # 362689		06/04/2018	06/20/2018	06/20/2018		07/09/2018	3.16	
4371 - Toshiba Business Solutions, Inc.	14592038	Toshiba eStudio4505AC ColorCopierScannerMnt 11/17-11/18	Paid by Check # 362689		06/12/2018	06/26/2018	06/26/2018		07/09/2018	34.07	
8930 - Impact Networking, LLC	1145353	KC04; BPO-Bizhub 754 Copier Maint, A55V01100376 5/30/18-7/29/18	Paid by EFT # 47974		06/25/2018	07/06/2018	07/06/2018		07/23/2018	108.15	



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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											
4371 - Toshiba Business Solutions, Inc.	14595945	AIMS Copier Maint Contract MA-1.0.0, 72 Mo E-studio 457 6/14/18	Paid by Check # 362857		06/14/2018	07/06/2018	07/06/2018		07/23/2018	11.66	
									Account 52140 - Repairs and Maint- Copiers Totals	Invoice Transactions 5	\$185.04
Account 53100 - Conferences and Meetings											
8549 - DuPage Mayors and Managers Conference	10430	DuPage Mayors Business breakfast meeting 04/18/18	Paid by Check # 362590		06/08/2018	06/26/2018	06/26/2018		07/09/2018	40.00	
4185 - Metro West Council of Government (COG)	3555	2018 Legislative BBQ Session review June 28th Files & Rickert	Paid by EFT # 47819		06/22/2018	06/26/2018	06/26/2018		07/09/2018	70.00	
4185 - Metro West Council of Government (COG)	3556	2018 Legislative BBQ- Becker/Forbes, 06/28/18	Paid by EFT # 47819		06/22/2018	06/26/2018	06/26/2018		07/09/2018	70.00	
8734 - Jennifer Becker	070518	PEV: CMAP, Attend Fit Kids, WDundee-Mtings/Metra/CellPh2m o	Paid by EFT # 47919		07/05/2018	07/05/2018	07/05/2018		07/23/2018	63.82	
7433 - Jacqueline Forbes	070518	PEV: CMAP meetings, mileage, parking, 6/15/18-6/28/18	Paid by EFT # 47948		07/05/2018	07/05/2018	07/05/2018		07/23/2018	25.80	
									Account 53100 - Conferences and Meetings Totals	Invoice Transactions 5	\$269.62
Account 53120 - Employee Mileage Expense											
4422 - Joy Yehnert	061518	PEV: Mileage, Govt Ctr, Dundee Post Office, 04/30/18-05/31/18	Paid by EFT # 47893		06/15/2018	06/19/2018	06/19/2018		07/09/2018	114.44	
8734 - Jennifer Becker	070518	PEV: CMAP, Attend Fit Kids, WDundee-Mtings/Metra/CellPh2m o	Paid by EFT # 47919		07/05/2018	07/05/2018	07/05/2018		07/23/2018	50.15	
7433 - Jacqueline Forbes	070518	PEV: CMAP meetings, mileage, parking, 6/15/18-6/28/18	Paid by EFT # 47948		07/05/2018	07/05/2018	07/05/2018		07/23/2018	24.52	
									Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 3	\$189.11
Account 60000 - Office Supplies											
1806 - Blooming Color of St. Charles (WTFN)	239955	XX1190 Business cards Ortiz	Paid by Check # 362548		06/19/2018	06/26/2018	06/26/2018		07/09/2018	64.95	
1806 - Blooming Color of St. Charles (WTFN)	240731	Business cards Gary Voss	Paid by Check # 362716		07/03/2018	07/06/2018	07/06/2018		07/23/2018	73.95	



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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	3945356-0	KDOT: BPO - Office Supplies	Paid by EFT # 48071		06/26/2018	07/06/2018	07/06/2018		07/23/2018	387.86	
									Account 60000 - Office Supplies Totals	Invoice Transactions 3	<u>\$526.76</u>
Account 60010 - Operating Supplies											
1859 - Airgas North Central, Inc.	9077172068	2051037 Welding equipment/supplies	Paid by EFT # 47689		06/15/2018	06/26/2018	06/26/2018		07/09/2018	417.99	
2225 - Cintas Corporation	5010898139	10624140 First aid supplies	Paid by Check # 362561		06/13/2018	06/26/2018	06/26/2018		07/09/2018	381.66	
3488 - Sisler's Ice, Inc.	411717	KaneDOT #900 Bagged Ice	Paid by EFT # 47861		06/13/2018	06/20/2018	06/20/2018		07/09/2018	145.00	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 3	<u>\$944.65</u>
Account 60050 - Books and Subscriptions											
6521 - Thomson Reuters GRC Inc. (West Government)	838371105	XX183276 Illinois Comp state Vol 1 & 2	Paid by EFT # 47870		06/04/2018	06/26/2018	06/26/2018		07/09/2018	99.88	
									Account 60050 - Books and Subscriptions Totals	Invoice Transactions 1	<u>\$99.88</u>
Account 63000 - Utilities- Natural Gas											
1066 - Constellation NewEnergy-Gas Division, LLC	2356836-DOT	BG-164802; Gas, 41W011 Burlington, 06/01/18-06/30/18	Paid by EFT # 47898		07/06/2018	07/06/2018	07/06/2018		07/16/2018	657.29	
									Account 63000 - Utilities- Natural Gas Totals	Invoice Transactions 1	<u>\$657.29</u>
Account 63010 - Utilities- Electric											
10981 - Constellation NewEnergy Inc.	12486591801	7298774-2 7610795006; Elec, 41W011 5/23/18-6/22/18	Paid by EFT # 47932		06/26/2018	07/06/2018	07/06/2018		07/23/2018	2,611.99	
									Account 63010 - Utilities- Electric Totals	Invoice Transactions 1	<u>\$2,611.99</u>
Account 63020 - Utilities- Intersect Lighting											
3380 - City of Batavia	73835573-06/18	194.048000.00; Fabyan&Raddant, 05/10/18-06/11/18	Paid by Check # 362563		06/21/2018	06/28/2018	06/28/2018		07/09/2018	99.92	
3380 - City of Batavia	113557782-06/18	192.005410.00; Kirk&Hubbard, 05/11/18-06/12/18	Paid by Check # 362564		06/21/2018	06/28/2018	06/28/2018		07/09/2018	69.89	
3380 - City of Batavia	10217845-06/18	194.069300.00; Kirk&Wilson, 05/10/18-06/11/18	Paid by Check # 362565		06/21/2018	06/28/2018	06/28/2018		07/09/2018	84.80	
1044 - City of Geneva	28985388-06/18	0198004231-000; 1031 EFabyan, 05/07/18-06/05/18	Paid by Check # 362567		06/15/2018	06/26/2018	06/26/2018		07/09/2018	61.79	



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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	0067153039-0618	38W901 HuntleyRd@SquareBar n 05/10/18-06/11/18	Paid by Check # 362581		06/11/2018	06/26/2018	06/26/2018		07/09/2018	23.27
1054 - ComEd	2991138206-06/18	272277451; Trfc Lites/S Rndl, Algonquin 05/11/18-06/12/18	Paid by Check # 362583		06/12/2018	06/26/2018	06/26/2018		07/09/2018	87.47
1054 - ComEd	6063129097-0618	271181066; WeatherStation Rndl 05/18/18 - 06/18/18	Paid by Check # 362584		06/19/2018	06/26/2018	06/26/2018		07/09/2018	38.74
1054 - ComEd	0991034032-0618	0991034032; BigTmbr/Randall, 05/18/18-06/19/18	Paid by Check # 362582		06/19/2018	06/26/2018	06/26/2018		07/09/2018	174.51
1054 - ComEd	0414000061-06/18	0414000061; Various Traf Lghts 05/15/18- 06/14/18	Paid by Check # 362580		06/22/2018	06/28/2018	06/28/2018		07/09/2018	4,212.06
10981 - Constellation NewEnergy Inc.	12453214101	7298774-22; 8019229002; 8215672;Randall/Fletch er 5/17/18-6/18/17	Paid by EFT # 47727		06/19/2018	06/28/2018	06/28/2018		07/09/2018	166.27
10981 - Constellation NewEnergy Inc.	12453214501	7298774-4; 8185694006; 8215654; Randall/Mason 05/17/18-06/18/18	Paid by EFT # 47726		06/19/2018	06/28/2018	06/28/2018		07/09/2018	217.14
3380 - City of Batavia	316075971-06/18	392.050025.00; Kirk & Pine 05/14/18- 06/13/18	Paid by Check # 362733		06/28/2018	07/06/2018	07/06/2018		07/23/2018	79.83
1054 - ComEd	4539103069-07/18	4539103069; Orchard- StrLghts Aucutt 6/1/18- 7/2/18	Paid by Check # 362746		07/02/2018	07/06/2018	07/06/2018		07/23/2018	67.29
1054 - ComEd	0039051173-06/18	0039051173; Corron/Burlington 5/29/18-6/27/18	Paid by Check # 362745		06/27/2018	07/06/2018	07/06/2018		07/23/2018	10.57
1054 - ComEd	4278050001-06/18	4278050001; Corron@McDonald 5/29/18-6/27/18	Paid by Check # 362743		06/27/2018	07/06/2018	07/06/2018		07/23/2018	43.74
1054 - ComEd	0891053188-06/18	273279596, McDonaldTrfSgnl@Ditt man 5/29/18-6/22/18	Paid by Check # 362747		06/22/2018	07/06/2018	07/06/2018		07/23/2018	34.48
1054 - ComEd	1603046065-06/18	273363546; Spring/McLean, 5/25/18-6/26/18	Paid by Check # 362748		06/26/2018	07/06/2018	07/06/2018		07/23/2018	69.27



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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	4544118063-06/18	4544118063; Lite Rt47@Burlington 5/23/28-6/22/18	Paid by Check # 362749		06/22/2018	07/06/2018	07/06/2018		07/23/2018	120.79	
1054 - ComEd	2672169007-06/18	2672169007; 271912253; McLean/Bowes 5/24/18-6/25/18	Paid by Check # 362751		06/25/2018	07/06/2018	07/06/2018		07/23/2018	117.75	
1054 - ComEd	5281099004-06/18	272139221; 7N416 S Rt31 5/25/18-6/26/18	Paid by Check # 362750		06/26/2018	07/06/2018	07/06/2018		07/23/2018	68.51	
1054 - ComEd	1163141072-07/18	1163141072; VariousTrafficLts 6/1/18-7/2/18	Paid by Check # 362744		07/02/2018	07/06/2018	07/06/2018		07/23/2018	2,743.84	
									Account 63020 - Utilities- Intersect Lighting Totals	Invoice Transactions 21	\$8,591.93
Account 63040 - Fuel- Vehicles											
10849 - Mansfield Oil Company of Gainesville, Inc	840717	KDOT BPO-Fuel: Diesel & Unlead Reg Gasoline	Paid by EFT # 47809		06/15/2018	06/20/2018	06/20/2018		07/09/2018	16,643.71	
									Account 63040 - Fuel- Vehicles Totals	Invoice Transactions 1	\$16,643.71
Account 64010 - Cellular Phone											
7433 - Jacqueline Forbes	062818	PEV: CMAP, June 2018, Cell Phone Reimb	Paid by EFT # 47754		06/28/2018	06/28/2018	06/28/2018		07/09/2018	40.00	
8734 - Jennifer Becker	070518	PEV: CMAP, Attend Fit Kids, WDundee-Mtings/Metra/CellPh2m o	Paid by EFT # 47919		07/05/2018	07/05/2018	07/05/2018		07/23/2018	80.00	
									Account 64010 - Cellular Phone Totals	Invoice Transactions 2	\$120.00
Account 70110 - Machinery and Equipment											
11683 - Russo Power Equipment	4942760	1257372 Stand-On Mower, Trimmer Trap & Line Trimmer	Paid by EFT # 48035		05/03/2018	07/09/2018	07/09/2018		07/23/2018	11,849.58	
									Account 70110 - Machinery and Equipment Totals	Invoice Transactions 1	\$11,849.58
									Sub-Department 520 - County Highway Totals	Invoice Transactions 64	\$52,422.26
									Department 520 - Transportation Totals	Invoice Transactions 64	\$52,422.26
									Fund 300 - County Highway Totals	Invoice Transactions 64	\$52,422.26



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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)	3-2018-474	17-00486-00-EG; 2018BrdgStructSafetyInspect, 05/01/18-05/31/18	Paid by EFT # 47967		06/22/2018	07/05/2018	07/05/2018		07/23/2018	92,213.88
							Account 52100 - Bridge Inspection Totals	Invoice Transactions 1		\$92,213.88
							Sub-Department 521 - County Bridge Totals	Invoice Transactions 1		\$92,213.88
							Department 520 - Transportation Totals	Invoice Transactions 1		\$92,213.88
							Fund 301 - County Bridge Totals	Invoice Transactions 1		\$92,213.88
Fund 302 - Motor Fuel Tax										
Department 520 - Transportation										
Sub-Department 522 - Motor Fuel Tax										
Account 45410 - Teamsters Contribution										
1067 - Suburban Teamsters of Northern Illinois	1569-06/18	18-00000-00-RF; June 2018 Health Ins, Maint Staff	Paid by Check # 362849		07/05/2018	07/05/2018	07/05/2018		07/23/2018	50,400.00
							Account 45410 - Teamsters Contribution Totals	Invoice Transactions 1		\$50,400.00
							Sub-Department 522 - Motor Fuel Tax Totals	Invoice Transactions 1		\$50,400.00
							Department 520 - Transportation Totals	Invoice Transactions 1		\$50,400.00
							Fund 302 - Motor Fuel Tax Totals	Invoice Transactions 1		\$50,400.00
Fund 304 - Motor Fuel Local Option										
Department 520 - Transportation										
Sub-Department 524 - Motor Fuel Local Option										
Account 50140 - Engineering Services										
1809 - Stanley Consultants Inc	9-2017-2625	17-00479-00-BR; FabyanPkwYvrFoxRiver.P2, 04/29/18-06/02/18	Paid by Check # 362845		06/27/2018	07/06/2018	07/06/2018		07/23/2018	19,171.58
							Account 50140 - Engineering Services Totals	Invoice Transactions 1		\$19,171.58
Account 52080 - Repairs and Maint- Resurfacing										
1244 - Geneva Construction Company	2-2018-1225	17-00485-00-RS; 2018 Resurfacing, 06/01/18-06/15/18	Paid by EFT # 47957		06/15/2018	07/05/2018	07/05/2018		07/23/2018	1,276,248.42
							Account 52080 - Repairs and Maint- Resurfacing Totals	Invoice Transactions 1		\$1,276,248.42
Account 52280 - Pavement Preservation										
1052 - AC Pavement Striping Co	1-2018-1223	18-00000-02-GM; PavementPreservation. Const, 05/29/18-06/15/18	Paid by EFT # 47687		06/15/2018	06/22/2018	06/22/2018		07/09/2018	274,728.55
							Account 52280 - Pavement Preservation Totals	Invoice Transactions 1		\$274,728.55



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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 60210 - Uniform Supplies										
2225 - Cintas Corporation	344729896	11124 Uniform carpet service 04/16/18	Paid by Check # 362559		04/16/2018	06/20/2018	06/20/2018		07/09/2018	307.85
2225 - Cintas Corporation	19M105024	XX01019 Uniforms/Carpet Svcs 06/14/18	Paid by Check # 362562		06/14/2018	06/20/2018	06/20/2018		07/09/2018	637.77
2225 - Cintas Corporation	19M106371	01019 Uniforms/Carpet Svcs 06/21/18	Paid by Check # 362562		06/21/2018	06/26/2018	06/26/2018		07/09/2018	314.77
								Account 60210 - Uniform Supplies Totals		
								Invoice Transactions 3		\$1,260.39
Account 60330 - Vehicle Parts/Supplies										
5852 - Battery Service Corporation	0038334	134KAN Motocraft Grp replacement Picked up Cores	Paid by EFT # 47700		06/18/2018	06/26/2018	06/26/2018		07/09/2018	105.95
5852 - Battery Service Corporation	0038333	134KAN 12V-8Ah Agm/T1 Faston tab	Paid by EFT # 47700		06/18/2018	06/26/2018	06/26/2018		07/09/2018	83.48
3583 - Elburn NAPA Inc	684934	XX1170 Air, oil filters slime tire sealant	Paid by EFT # 47744		06/12/2018	06/20/2018	06/20/2018		07/09/2018	87.74
3583 - Elburn NAPA Inc	681783	XX1170 **CREDIT** (681687) Core deposit	Paid by EFT # 47744		05/17/2018	06/26/2018	06/26/2018		07/09/2018	(34.73)
3583 - Elburn NAPA Inc	686192	XX1170 Tap die set 686308	Paid by EFT # 47744		06/20/2018	06/26/2018	06/26/2018		07/09/2018	173.41
3583 - Elburn NAPA Inc	686308	XX1170 **CREDIT** Tap Die set (686192)	Paid by EFT # 47744		06/21/2018	06/26/2018	06/26/2018		07/09/2018	(173.41)
3583 - Elburn NAPA Inc	686300	XX1170 Oil filters	Paid by EFT # 47744		06/21/2018	06/26/2018	06/26/2018		07/09/2018	11.43
3583 - Elburn NAPA Inc	686983	XX1170 PC Stud puller	Paid by EFT # 47744		06/26/2018	06/26/2018	06/26/2018		07/09/2018	43.99
10640 - Ketone Automotive, Inc.	118421	483775 Lac thinner	Paid by EFT # 47798		06/18/2018	06/20/2018	06/20/2018		07/09/2018	63.54
10640 - Ketone Automotive, Inc.	118359	483775 Paint hardener	Paid by EFT # 47798		06/13/2018	06/20/2018	06/20/2018		07/09/2018	392.48
10640 - Ketone Automotive, Inc.	118376	483775 Quart catalyst	Paid by EFT # 47798		06/14/2018	06/20/2018	06/20/2018		07/09/2018	33.31
10640 - Ketone Automotive, Inc.	118481	483775 Catalyst	Paid by EFT # 47798		06/20/2018	06/26/2018	06/26/2018		07/09/2018	119.12
3719 - McCann Industries, Inc.	07238477	XX584117 Engine overhaul kit & package of seals	Paid by EFT # 47812		06/20/2018	06/26/2018	06/26/2018		07/09/2018	107.64
3719 - McCann Industries, Inc.	07238560	XX584117 **CREDIT** Engine overhaul kit & Pkg of seals	Paid by EFT # 47812		06/21/2018	06/26/2018	06/26/2018		07/09/2018	(107.64)
9287 - Rush Truck Centers of Illinois, Inc.	3011045773	295813 Exhaust gas temp sensor	Paid by EFT # 47847		06/26/2018	06/26/2018	06/26/2018		07/09/2018	55.90



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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										
9287 - Rush Truck Centers of Illinois, Inc.	3010971380	295813 Remand Small Turbo & Core, #88	Paid by EFT # 47847		06/20/2018	06/26/2018	06/26/2018		07/09/2018	2,915.50
								Account 60330 - Vehicle Parts/Supplies Totals		
								Invoice Transactions 16		\$3,877.71
Account 60360 - Equipment Parts/Supplies										
1451 - Buck Brothers Inc	179967	XX782 Turn signal & rim halves	Paid by Check # 362551		06/21/2018	06/26/2018	06/26/2018		07/09/2018	221.12
1451 - Buck Brothers Inc	179969	XX782 Sensor	Paid by Check # 362551		06/21/2018	06/26/2018	06/26/2018		07/09/2018	39.94
3583 - Elburn NAPA Inc	684728	XX1170Dielect, PTEX, wipers & dust mask set	Paid by EFT # 47744		06/11/2018	06/20/2018	06/20/2018		07/09/2018	97.94
3583 - Elburn NAPA Inc	684795	XX1170 Radiator hose, stick, tire patchs	Paid by EFT # 47744		06/11/2018	06/20/2018	06/20/2018		07/09/2018	69.85
3583 - Elburn NAPA Inc	685124	XX1170 Respirator filters	Paid by EFT # 47744		06/13/2018	06/20/2018	06/20/2018		07/09/2018	40.66
3583 - Elburn NAPA Inc	685808	XX1170 oil, air, fuel, cabin air filters, switch, cement	Paid by EFT # 47744		06/18/2018	06/20/2018	06/20/2018		07/09/2018	267.62
6646 - Martin Implement Sales Inc	A63124	Kane0004 connector, slide rail, gear grease	Paid by Check # 362640		06/12/2018	06/20/2018	06/20/2018		07/09/2018	233.90
6646 - Martin Implement Sales Inc	A63246	Kane0004 26RM3 81E & 61PMMC3 44E equip parts/supplies	Paid by Check # 362640		06/18/2018	06/26/2018	06/26/2018		07/09/2018	95.76
6646 - Martin Implement Sales Inc	A63336	Kane0004 Spool, shaft seal & spindle	Paid by Check # 362640		06/21/2018	06/26/2018	06/26/2018		07/09/2018	107.93
6646 - Martin Implement Sales Inc	A63340	Kane0004 **CREDIT** 26RM3 81E & 33RSC3 72E parts	Paid by Check # 362640		06/21/2018	06/26/2018	06/26/2018		07/09/2018	(11.21)
6646 - Martin Implement Sales Inc	A63338	Kane0004 trimmer head, 61 PMMC3 & 12" Bar st	Paid by Check # 362640		06/21/2018	06/26/2018	06/26/2018		07/09/2018	120.94
3719 - McCann Industries, Inc.	11047598	584117 Filter assy	Paid by EFT # 47812		06/18/2018	06/26/2018	06/26/2018		07/09/2018	101.34
1325 - Priority Products, Inc.	924582	XX64 Cap nuts, solderless wheat shrink, hose ends	Paid by Check # 362668		06/22/2018	06/26/2018	06/26/2018		07/09/2018	95.72
5505 - S&S Automotive, Inc (dba S & S Industrial)	4710603 RI	Sound shield stage 16 gal each	Paid by Check # 362674		06/12/2018	06/26/2018	06/26/2018		07/09/2018	355.60
2396 - Valley Hydraulic Service, Inc.	223644	XXXK0351 Flow control valve, male connectotor, adapter, gauge	Paid by Check # 362693		06/18/2018	06/26/2018	06/26/2018		07/09/2018	68.71



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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											
11683 - Russo Power Equipment	4983181	1257372 Rack/Water Cooler **CREDIT**	Paid by EFT # 48035		05/11/2018	07/09/2018	07/09/2018		07/23/2018	(55.99)	
								Account 60360 - Equipment Parts/Supplies Totals		Invoice Transactions 16	\$1,849.83
Account 60370 - Tools											
3583 - Elburn NAPA Inc	685009	XX1170 Circular, Reciprocating, Drills-Compact, Hammer	Paid by EFT # 47744		06/12/2018	06/20/2018	06/20/2018		07/09/2018	3,681.66	
1390 - Menards, Inc.	48989	XX0351 Masterforce tape	Paid by Check # 362642		06/11/2018	06/26/2018	06/26/2018		07/09/2018	27.98	
								Account 60370 - Tools Totals		Invoice Transactions 2	\$3,709.64
Account 60420 - Road Material											
7699 - Builders Asphalt LLC	28366	KDOT; Patching Mix, Hot, Recycled Surface	Paid by Check # 362552		06/12/2018	06/26/2018	06/26/2018		07/09/2018	171.50	
7919 - LaFarge North America	708857148	59703 Crushed Gravel	Paid by Check # 362637		06/11/2018	06/26/2018	06/26/2018		07/09/2018	769.65	
7919 - LaFarge North America	708857149	59703 3/8' crushed gravel & CM06 crushed gravel	Paid by Check # 362637		06/14/2018	06/26/2018	06/26/2018		07/09/2018	870.90	
1641 - Superior Asphalt Materials LLC	20180526	KaneDOT; Patching Mix, Hot (N50 Surface)	Paid by Check # 362684		06/07/2018	06/26/2018	06/26/2018		07/09/2018	119.00	
								Account 60420 - Road Material Totals		Invoice Transactions 4	\$1,931.05
								Sub-Department 524 - Motor Fuel Local Option Totals		Invoice Transactions 44	\$1,582,777.17
								Department 520 - Transportation Totals		Invoice Transactions 44	\$1,582,777.17
								Fund 304 - Motor Fuel Local Option Totals		Invoice Transactions 44	\$1,582,777.17
Fund 305 - Transportation Sales Tax											
Department 520 - Transportation											
Sub-Department 527 - Transportation Sales Tax											
Account 50140 - Engineering Services											
1142 - Baxter & Woodman Inc	17-2017-871	16-00115-02-BR; (R)SilverGlenOtter.P1, 05/13/18-06/16/18	Paid by EFT # 47702		06/20/2018	06/22/2018	06/22/2018		07/09/2018	1,848.68	
5202 - Engineering Resource Associates, Inc.	12-2017-867	16-00474-00-BR; BlissOvrLakeRun.P2, 04/27/18-06/01/18	Paid by EFT # 47746		06/22/2018	06/22/2018	06/22/2018		07/09/2018	7,399.10	
6760 - Jacobs Engineering	WTXU0300-04	17-00215-21-ES; Longmdw.TollBrdg, OperMntStdy, 04/28/18-05/25/18	Paid by Check # 362626		06/18/2018	06/22/2018	06/22/2018		07/09/2018	39,546.00	



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

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											
1650 - Kane DuPage Soil & Water Conservation District	17-00481-062018	17-00481-00-BR; 2017StructSvcs, LRC-2018-495, 00363; 2012-26	Paid by Check # 362631		06/20/2018	06/22/2018	06/22/2018		07/09/2018	5,829.96	
1158 - Patrick Engineering Inc	7-2017-2906	16-00477-00-SP; Kirk56CherryLane.P2, 05/01/18-05/31/18	Paid by EFT # 47835		06/19/2018	06/22/2018	06/22/2018		07/09/2018	63,219.92	
5563 - WBK Engineering, LLC	19126	17-00481-00-BR; 2017StructSvcs.P2, 04/29/18-05/26/18	Paid by EFT # 47891		06/12/2018	06/22/2018	06/22/2018		07/09/2018	11,860.07	
4760 - Wight & Company	1-REV-20161494	08-00024-01-BR; (R)WCntyLnOvrUnDth3.P3 02/01/18-04/30/18	Paid by Check # 362700		06/11/2018	06/20/2018	06/20/2018		07/09/2018	18,201.05	
4760 - Wight & Company	2-2016-1494	08-00024-01-BR; (R)WCntyLnOvrUnDth3.P3 05/01/18-05/31/18	Paid by Check # 362700		06/11/2018	06/20/2018	06/20/2018		07/09/2018	30,321.37	
11410 - CDM Smith Inc.	7-2017-2975	08-00286-01-ES; LngMdwBr.TollBr.P1,Tr afStudy 04/29/18-05/26/18	Paid by EFT # 47929		06/28/2018	07/05/2018	07/05/2018		07/23/2018	73,543.47	
1648 - Transystems Corporation	27-3315235	15-00277-01-BR; DaubRt30Granart.P1 05/26/18-06/22/18	Paid by Check # 362859		06/29/2018	07/05/2018	07/05/2018		07/23/2018	11,497.66	
									Account 50140 - Engineering Services Totals	Invoice Transactions 10	\$263,267.28
Account 73010 - Bridge Construction											
1021 - State of IL Treasurer-IDOT	121946-F	11-00132-01-BR; AllenOvrHampshCr.Const 08/16/17-12/11/17	Paid by Check # 362847		07/01/2018	07/05/2018	07/05/2018		07/23/2018	50,240.09	
1021 - State of IL Treasurer-IDOT	121952-F	06-00214-11-LS; StrnsStg2A, McLn Fen, (Plote) 02/16/17-01/23/18	Paid by Check # 362847		07/01/2018	07/05/2018	07/05/2018		07/23/2018	47,428.61	
									Account 73010 - Bridge Construction Totals	Invoice Transactions 2	\$97,668.70
									Sub-Department 527 - Transportation Sales Tax Totals	Invoice Transactions 12	\$360,935.98
									Department 520 - Transportation Totals	Invoice Transactions 12	\$360,935.98
									Fund 305 - Transportation Sales Tax Totals	Invoice Transactions 12	\$360,935.98



Transportation Accounts Payable by GL Distribution

Payment Date Range 07/01/18 - 07/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 540 - Transportation Capital											
Department 520 - Transportation											
Sub-Department 525 - Transportation Capital											
Account 50140 - Engineering Services											
6731 - Hanson Professional Services Inc	12-2014-2605	14-00436-00-SP; (R)Rndl/SlvrGln/NCntyL n-P2 04/01/18- 05/31/18	Paid by Check # 362610		06/18/2018	06/19/2018	06/19/2018		07/09/2018	55,248.47	
								Account 50140 - Engineering Services Totals		Invoice Transactions 1	\$55,248.47
Account 73000 - Road Construction											
1021 - State of IL Treasurer-IDOT	121961-F	08-00378-00-CH; MainSt@NelsonLkIntrsc ,,P3 06/12/17-11/16/17	Paid by Check # 362847		07/01/2018	07/05/2018	07/05/2018		07/23/2018	6,758.83	
								Account 73000 - Road Construction Totals		Invoice Transactions 1	\$6,758.83
								Sub-Department 525 - Transportation Capital Totals		Invoice Transactions 2	\$62,007.30
								Department 520 - Transportation Totals		Invoice Transactions 2	\$62,007.30
								Fund 540 - Transportation Capital Totals		Invoice Transactions 2	\$62,007.30
Fund 558 - North Impact Fees											
Department 520 - Transportation											
Sub-Department 558 - North Impact Fees											
Account 50140 - Engineering Services											
1287 - Civiltech Engineering Inc	3227-05	16-00215-11-PV; LongmdwB2.P3 04/28/18-05/25/18	Paid by Check # 362576		06/08/2018	06/19/2018	06/19/2018		07/09/2018	115,250.01	
								Account 50140 - Engineering Services Totals		Invoice Transactions 1	\$115,250.01
								Sub-Department 558 - North Impact Fees Totals		Invoice Transactions 1	\$115,250.01
								Department 520 - Transportation Totals		Invoice Transactions 1	\$115,250.01
								Fund 558 - North Impact Fees Totals		Invoice Transactions 1	\$115,250.01
								Grand Totals		Invoice Transactions 125	\$2,316,006.60

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

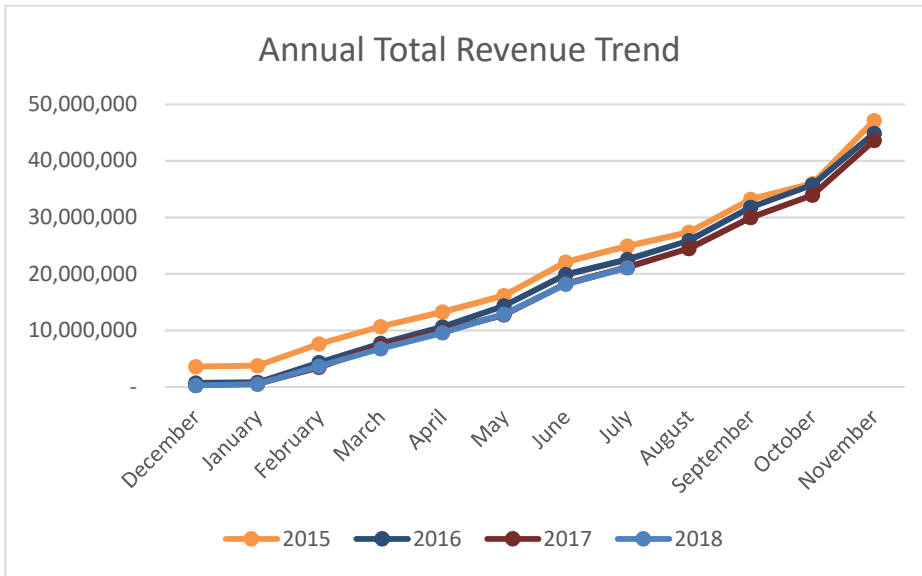
520 TRANSPORTATION

<i>Transaction Date</i>	<i>Merchant Name</i>	<i>Additional Information</i>	<i>Transaction Amount</i>
07/06/2018	AMAZON.COM AMZN.COM/BI	AMZN.COM/BILL	47.06
07/08/2018	COMCAST CHICAGO	800-COMCAST	29.73
07/11/2018	SPEEDTECH LIGHTS	9724808685	406.81
07/12/2018	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	47.01
07/12/2018	ZORO TOOLS INC	855-2899676	55.94
07/12/2018	PAYPAL CATALOGCOMP	4029357733	419.98
07/12/2018	NOREGON SYSTEMS INC	336-615-8532	328.84
07/17/2018	SPEEDTECH LIGHTS	9724808685	533.52
07/19/2018	DULTMEIER SALES LLC	OMAHA	2.85
07/19/2018	DULTMEIER SALES LLC	OMAHA	74.03
07/24/2018	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	49.98
07/29/2018	LOGMEIN GOTOMEETING	855-837-1750	49.00
07/29/2018	IL TOLLWAY AUTO REPLEN	800-824-7277	20.00
07/31/2018	AMAZON MKTPLACE PMTS W	WWW.AMAZON.CO	30.88
08/02/2018	AMAZON.COM	AMZN.COM/BILL	197.56
08/05/2018	AMZN MKTP US AMZN.COM/	AMZN.COM/BILL	37.79
<i>Department Total</i>			2,330.98
<i>Committee Total</i>			2,330.98

KANE COUNTY DIVISION OF TRANSPORTATION
Finance & Budget Department
Key Financial Indicators
Monthly Report – thru July 31, 2018

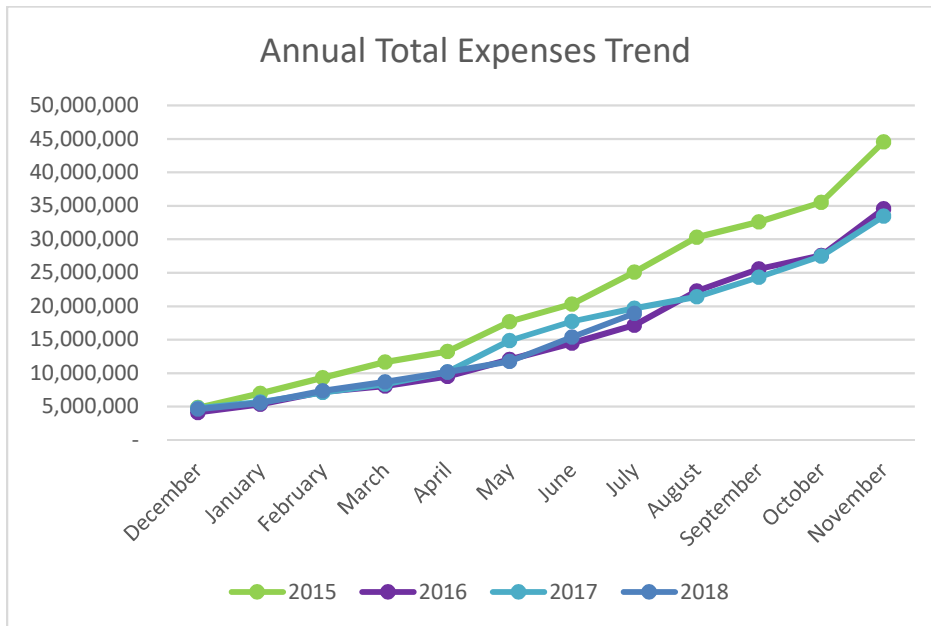
FY18

- **Total Revenue** - \$21,102,437; representing 25.82% of FY18 budgeted new revenues.



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

- **Total Expenses** – \$18,919,383; 16.24% of FY18 budgeted expenses.



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

- **Accounts Receivable** – \$352,105; 62% 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
Fund Status Report
as of July 31, 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	\$ 279,518	\$ 3,163,339	\$ 256,031	\$ 3,395,655	\$ 11,103,423	\$ 1,775,426		\$ 9,327,996	\$ 5,997
301 - County Bridge	496,461	10,900	207,534	141,777	314,457	389,539	146,352		243,187	28,493
302 - Motor Fuel Tax	15,535,283	501,482	3,340,168	145,759	5,787,108	13,088,342	4,820,785	6,989,238	1,278,319	-
303 - County Highway Matching	196,947	2,777	37,307	-	33,622	200,631	33,648		166,983	
304 - Motor Fuel Local Option	20,109,846	804,018	5,021,256	1,380,523	3,000,572	22,130,531	13,478,298	171,145	8,481,089	38,865
<i>Special Revenue Funds Subtotal:</i>	<i>\$ 44,722,625</i>	<i>1,598,696</i>	<i>11,769,604</i>	<i>1,924,091</i>	<i>12,531,414</i>	<i>46,912,466</i>	<i>20,254,509</i>	<i>7,160,382</i>	<i>19,497,574</i>	<i>73,356</i>
	\$ -		-							
<i>Special Revenue Funds Subtotal:</i>	<i>\$ 47,674,276</i>	<i>\$ 1,598,696</i>	<i>\$ 11,769,604</i>	<i>\$ 1,924,091</i>	<i>\$ 12,531,414</i>	<i>\$ 46,912,466</i>	<i>\$ 20,254,509</i>	<i>\$ 7,160,382</i>	<i>\$ 19,497,574</i>	<i>\$ 73,356</i>
Restricted Capital Funds										
305 - Transportation Sales Tax	\$ 29,400,743	\$ 1,187,871	\$ 7,685,521	\$ 808,280	\$ 2,987,915	\$ 34,098,349	\$ 14,551,960		\$ 19,546,388	\$ 138,009
540 - Transportation Capital	3,957,630	49,724	189,055	96,756	1,595,564	2,551,120	1,644,681		906,439	140,740
<i>Restricted Capital Funds Subtotal:</i>	<i>\$ 33,358,373</i>	<i>\$ 1,237,595</i>	<i>\$ 7,874,576</i>	<i>\$ 905,036</i>	<i>\$ 4,583,480</i>	<i>\$ 36,649,469</i>	<i>\$ 16,196,641</i>	<i>\$ -</i>	<i>\$ 20,452,828</i>	<i>\$ 278,749</i>
Impact Fee Funds										
550 - Aurora Area Impact Fees	\$ 691,265	\$ -	\$ 29,242	\$ -	\$ 51,059	\$ 669,448	\$ -		\$ 669,448	
551 - Campton Hills Impact Fees	1,014,756	-	8,485	-	-	1,023,241	39,107		984,134	
552 - Greater Elgin Impact Fees	1,129,948	-	38,521	49,680	127,319	1,041,150	636,879		404,271	
553 - Northwest Impact Fees	330,093	424	16,657	-	-	346,750	-		346,750	
554 - Southwest Impact Fees	777,423	-	48,678	-	-	826,101	735,220		90,881	
555 - Tri-Cities Impact Fees	1,451,643	-	29,452	2,904	91,450	1,389,644	635,827		753,817	-
556 - Upper Fox Impact Fees	1,063,301	-	32,680	462,359	462,359	633,623	-		633,623	
557 - West Central Impact Fees	65,009	-	5,056	-	-	70,065	-		70,065	
558 - North Impact Fees	2,295,361	27,213	598,639	208,326	630,317	2,263,683	2,694,065		(430,382)	
559 - Central Impact Fees	2,248,920	27,350	379,144	-	104,000	2,524,063	-		2,524,063	
560 - South Impact Fees	3,338,379	13,997	271,703	-	337,984	3,272,098	24,007		3,248,091	
<i>Impact Fee Funds Subtotal:</i>	<i>\$ 14,406,099</i>	<i>\$ 68,984</i>	<i>\$ 1,458,257</i>	<i>\$ 723,269</i>	<i>\$ 1,804,489</i>	<i>\$ 14,059,867</i>	<i>\$ 4,765,105</i>	<i>\$ -</i>	<i>\$ 9,294,762</i>	<i>\$ -</i>
Grand Total:	\$ 95,438,748	\$ 2,905,274	\$ 21,102,437	\$ 3,552,396	\$ 18,919,383	\$ 97,621,802	\$ 41,216,256	\$ 7,160,382	\$ 49,245,164	\$ 352,105

**Kane County Division of Transportation
Open Purchase Orders
July 31, 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	212,797	137,203
2017 Structural Services (17-00481-00-BR)	2017-00002624	WBK Engineering, LLC	305 - Transportation Sales Tax	341,666	185,977	155,688
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	255,764	145,546
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	-	796,871
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	1,094,852	93,899
	2018-00001371	Transystems Corporation	554 - Southwest Impact Fees	735,220	-	735,220
	2018-00001372	Transystems Corporation	540 - Transportation Capital	737,844	-	737,844
Dauberman Road over I88 (045-9956)(17-00483-00-BR)	2018-00000739	ISHTA (Illinois State Highway Tollway Authority)	304 - Motor Fuel Local Option	247,580	-	247,580
Dauberman Road Over Welch Creek (08-00066-02-BR)	2015-00002085	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	155,920	133,287	22,633
Ellithorpe Road Culvert Improvements (17-00487-00-DR)	2018-00001021	Martam Construction Inc	304 - Motor Fuel Local Option	194,328	183,931	10,397
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	35,637	64,363
	2017-00003132	Applied Ecological Services	304 - Motor Fuel Local Option	300,000	5,402	294,598
	2018-00000877	Muller & Muller, Ltd	300 - County Highway	24,500	-	24,500
	2018-00001020	Rubino Engineering, Inc.	304 - Motor Fuel Local Option	150,000	15,960	134,040
	2018-00001022	Hampton Lenzini & Renwick, Inc. (HLR)	304 - Motor Fuel Local Option	100,000	4,031	95,970
	2018-00001251	WBK Engineering, LLC	300 - County Highway	29,000	-	29,000
Fabyan Parkway at Kirk Road (11-00201-04-CH)	2015-00000087	Thomas Engineering Group, LLC	555 - Tri-Cities Impact Fees	628,575	602,190	26,385
Fabyan Parkwy Over Fox River (17-00479-00-BR)	2017-00002625	Stanley Consultants Inc	304 - Motor Fuel Local Option	403,808	170,496	233,312
French Road Over Burlington Creek (08-00386-00-BR)	2014-00002466	ComEd	305 - Transportation Sales Tax	77,214	38,607	38,607
GIS Technologies	2018-00000473	HNTB Corporation	300 - County Highway	223,000	5,660	217,340
Huntley Road at Galligan Road (08-00112-00-CH)	2018-00001368	State of IL Treasurer-IDOT	552 - Greater Elgin Impact Fees	417,439	-	417,439
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 at Douglas Road (08-00377-00-CH)	2015-00000873	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	352,872	160,595	192,277
Kirk Road at Pine Street (15-00342-01-CH)	2017-00002905	WBK Engineering, LLC	305 - Transportation Sales Tax	81,000	75,474	5,525
Kirk Road IL56 to Cherry Lane (16-00477-00-SP)	2017-00002906	Patrick Engineering Inc	305 - Transportation Sales Tax	272,840	112,193	160,647
Kirk Road Over Union Pacific RR (12-00192-04-BR)	2013-00001404	Strand Associates Inc	305 - Transportation Sales Tax	1,137,627	970,993	166,634
Longmeadow (D) Tree Clearing Improvement (16-00215-31-PV)	2017-00000557	Homer Tree Service, Inc.	305 - Transportation Sales Tax	51,579	-	51,579
LongMeadow Parkway Bridge (94-00215-01-BR)	2010-00001756	Engineering Enterprises Inc	304 - Motor Fuel Local Option	229,979	226,125	3,854
	2015-00002949	American Surveying & Engineering, P.C.	300 - County Highway	50,000	22,750	27,250
	2016-00001575	T Engineering Services Ltd	305 - Transportation Sales Tax	7,000	6,250	750
	2017-00002899	T Engineering Services Ltd	305 - Transportation Sales Tax	2,000	-	2,000
	2017-00002975	CDM Smith Inc.	305 - Transportation Sales Tax	488,729	415,393	73,336
	2018-00000276	Jacobs Engineering	305 - Transportation Sales Tax	160,000	117,230	42,770
Longmeadow Pkwy (B-1) - Randall to White Chapel (13-00215-10-F)	2013-00001894	Bollinger, Lach & Associates Inc	540 - Transportation Capital	1,913,733	1,908,427	5,306
	2016-00001493	V3 Companies of Illinois Ltd	305 - Transportation Sales Tax	1,199,680	1,157,368	42,312
	2017-00001083	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	1,615,351	988,025	627,327
Longmeadow Pkwy (B-2)-East of White Chapel to 31(16-00215-11-	2017-00002907	Civiltech Engineering Inc	558 - North Impact Fees	2,271,940	419,582	1,852,358

Kane County Division of Transportation
 Open Purchase Orders
 July 31, 2018

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	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	83,011	841,707
	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	1,140,836	213,309
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	119,443	630,461
	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	304	1,206
	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	28	972
	2017-00003058	Toshiba Business Solutions, Inc.	300 - County Highway	1,000	236	764
	2018-00000001	Jaeger	300 - County Highway	48,000	32,000	16,000
	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	129,853	95,147
	2018-00000066	Waste Management of Illinois - West	300 - County Highway	5,600	2,859	2,741
	2018-00000069	Gasaway Distributors Inc	300 - County Highway	2,064	1,936	128
	2018-00000192	Gasaway Distributors Inc	300 - County Highway	2,064	1,940	124
	2018-00000228	Urban Elevator Service Inc	300 - County Highway	4,245	1,613	2,632
	2018-00000230	irth Solutions, LLC (Bytronics)	300 - County Highway	3,000	1,334	1,667
	2018-00000285	Impact Networking, LLC	300 - County Highway	720	434	286
	2018-00000286	Impact Networking, LLC	300 - County Highway	480	228	252
	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	1,187	793
	2018-00000342	Eco-Clean Maintenance, Inc.	300 - County Highway	18,651	10,880	7,771
	2018-00000343	Ready Refresh by Nestle (Ice Mountain)	300 - County Highway	2,004	1,870	134
	2018-00000486	Warehouse Direct Office Products	300 - County Highway	4,500	2,447	2,053
	2018-00000713	CDW Government LLC	300 - County Highway	75	-	75
	2018-00000713	CDW Government LLC	300 - County Highway	75	-	75
	2018-00000772	Priority Products, Inc.	300 - County Highway	2,000	786	1,214
	2018-00000833	Waste Management of Illinois - West	300 - County Highway	5,000	1,298	3,702
	2018-00000838	Fox Valley Fire & Safety Co	300 - County Highway	1,200	657	543
	2018-00000847	Cartegraph Systems, Inc.	300 - County Highway	182,300	56,075	126,225
	2018-00001045	Sisler's Ice, Inc.	300 - County Highway	450	435	15
	2018-00001061	Vista Training Inc	300 - County Highway	350	-	350
	2018-00001061	Vista Training Inc	300 - County Highway	3,600	-	3,600
	2018-00001111	Steiner Electric Co Inc	300 - County Highway	4,482	-	4,482
	2018-00001198	Stenstrom Petroleum Services Group	300 - County Highway	2,775	1,075	1,700
	2018-00001224	Geneva Construction Company	300 - County Highway	225,000	43,935	181,065
	2018-00001345	Farnsworth Group Inc	300 - County Highway	11,705	-	11,705
	2018-00001362	Olsson Roofing Company, Inc.	300 - County Highway	5,855	-	5,855
	2018-00001421	All American Door Hardware, Inc.	300 - County Highway	463	-	463
	2018-00001511	Flagsource (J. C. Schultz Enterprises, Inc.)	300 - County Highway	51	-	51
	2018-00001511	Flagsource (J. C. Schultz Enterprises, Inc.)	300 - County Highway	128	-	128
	2018-00001661	Genesis Technologies Inc.	300 - County Highway	118	-	118
	2018-00000146	Cargill Incorporated (Cargill Deicing Technology)	303 - County Highway Matching	67,270	33,622	33,648
	2017-00001883	Chastain & Associates LLC	304 - Motor Fuel Local Option	6,896	-	6,896
	2018-00000017	Telvent DTN, LLC	304 - Motor Fuel Local Option	2,100	1,056	1,044

Kane County Division of Transportation
 Open Purchase Orders
 July 31, 2018

Project	P.O. Number	Vendor Name	Funds	PO Amount	Expensed	Amount Remaining
	2018-0000146	Cargill Incorporated (Cargill Deicing Technology	304 - Motor Fuel Local Option	588,506	588,496	10
	2018-00000738	Curran Contracting Company	304 - Motor Fuel Local Option	4,800	2,303	2,497
	2018-00000831	Ketone Automotive, Inc.	304 - Motor Fuel Local Option	8,000	5,197	2,803
	2018-00000932	LaFarge North America	304 - Motor Fuel Local Option	14,050	3,135	10,915
	2018-00000973	Prime Tack & Seal Co (PTS)	304 - Motor Fuel Local Option	22,190	-	22,190
	2018-00001303	Cintas Corporation	304 - Motor Fuel Local Option	7,100	3,502	3,598
	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
	2018-00001647	NAPCO Steel, Inc.	304 - Motor Fuel Local Option	302	-	302
	2018-00001662	Force America, Inc.	304 - Motor Fuel Local Option	1,883	-	1,883
	2018-00000006	Battery Service Corporation	304 - Motor Fuel Local Option	5,000	2,468	2,532
	2018-00000007	Priority Products, Inc.	304 - Motor Fuel Local Option	10,000	9,468	532
	2018-00000008	Elburn NAPA Inc	304 - Motor Fuel Local Option	9,000	3,947	5,053
	2018-00000009	Elburn NAPA Inc	304 - Motor Fuel Local Option	15,000	9,731	5,269
	2018-00000010	Feece Oil Company	304 - Motor Fuel Local Option	9,000	6,445	2,555
	2018-00000886	Pomps Tire Service Inc	304 - Motor Fuel Local Option	4,500	1,728	2,772
Pavement Management System	2016-00000694	Applied Research Associates Inc	300 - County Highway	194,700	188,197	6,503
Pavement Marking	2017-00001598	Precision Pavement Markings, Inc.	304 - Motor Fuel Local Option	310,071	150,886	159,185
	2017-00002000	Maintenance Coatings Co	304 - Motor Fuel Local Option	210,922	-	210,922
	2018-00001226	Precision Pavement Markings, Inc.	304 - Motor Fuel Local Option	483,273	-	483,273
	2018-00001228	Preform Traffic Control System Ltd	304 - Motor Fuel Local Option	528,671	-	528,671
Pavement Preservation	2018-00001223	AC Pavement Striping Co	304 - Motor Fuel Local Option	774,048	274,729	499,319
Pavement Resurfacing	2018-00001225	Geneva Construction Company	304 - Motor Fuel Local Option	9,383,923	1,980,418	7,403,505
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	205,925	392,857
Randall Over UPRR & Tyler Creek (13-00176-02-BR)	2013-00002766	HR GREEN Inc (formerly SEC GROUP Inc)	305 - Transportation Sales Tax	275,333	238,184	37,150
Randall Rd Transit Infrastructure Improvements (15-00455-00-TD)	2015-00001539	Civiltech Engineering Inc	305 - Transportation Sales Tax	163,331	157,821	5,510
Randall Road at 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
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	-	227,560
Silver Glen over Otter Creek Bridge Repair (17-00115-04-BR)	2018-00000848	D Construction	304 - Motor Fuel Local Option	284,305	-	284,305
Stage 2 - HSIP - Orchard Randl Fabyan Hughes (12-00424-00-SP)	2013-00001130	Christopher B. Burke Engineering, Ltd.	540 - Transportation Capital	372,449	354,186	18,263
	2018-00001229	V3 Companies of Illinois Ltd	540 - Transportation Capital	649,005	-	649,005
Stearns Bridge - IL25 from Dunham to CC&P RR (06-00214-18-RP)	2013-00001999	State of IL Treasurer-IDOT	555 - Tri-Cities Impact Fees	609,442	-	609,442
Stearns 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	127,319	219,440
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
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	305,768	1,333,987
Traffic Signal Operation Management Services (TSOM)	2015-00002950	P B Americas, Inc. (Parsons Brinckerhoff)	300 - County Highway	1,091,143	674,962	416,181
Walker Road Over Burlington Creek (08-00133-01-BR)	2015-00000338	ComEd	305 - Transportation Sales Tax	98,230	49,115	49,115
	2015-00001218	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	310,943	248,754	62,189
West County Line Road over Union Ditch #3 (08-00024-01-BR)	2016-00001494	Wight & Company	305 - Transportation Sales Tax	174,000	77,334	96,666
	2018-00000280	State of IL Treasurer-IDOT	305 - Transportation Sales Tax	312,677	-	312,677
			Total	66,988,979	25,772,723	41,216,256



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Supplemental Appropriation for FY 2018 County Maintenance MFT Kane County Section No. 18-00000-00-GM

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$96,068.00
If not budgeted, explain funding source: N/A	

Summary:

A signed resolution must be submitted to the Illinois Department of Transportation (IDOT) appropriating Motor Fuel Tax (MFT) funds for FY2018 maintenance expenditures. Maintenance expenditures in the past have included maintenance personnel costs (full-time, part-time, overtime and benefits) and debt service administration. KDOT's share of liability insurance, workers compensation, and unemployment claims which is allocated to County departments based on the number of employees in each department had previously been allocated entirely to County Highway Fund #300. KDOT budgets employees in both County Highway Fund #300 and Motor Fuel Tax (MFT) Fund #302. Starting with the FY 2018 Budget, KDOT appropriated liability insurance, workers compensation and unemployment claims in both County Highway Fund #300 and MFT Fund #302. However, a supplemental resolution is now required to be submitted to IDOT for the amounts appropriated in MFT Fund #302.

The total MFT supplemental appropriation is \$96,068.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING SUPPLEMENTAL APPROPRIATION FOR FY 2018 COUNTY MAINTENANCE
MFT KANE COUNTY SECTION NO. 18-00000-00-GM**

WHEREAS, the County of Kane through its Division of Transportation is responsible for the maintenance of the Kane County Highway System in accordance with the provisions of the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 5/1-101 *et seq.*); and

WHEREAS, Kane County Resolution No. 18-09 approved the FY 2018 maintenance program for the County Highway system funded by the State of Illinois Motor Fuel Tax (MFT), additional appropriations for liability insurance, workers compensation, and unemployment claims, which were included in the FY 2018 County budget, need to be included in the Resolution approving the maintenance program; and

WHEREAS, Resolution No. 18-09 approved Three Million Six Hundred Fifty Three Thousand One Hundred Sixty One Dollars (\$3,653,161.00) in MFT Funds and now an additional Ninety Six Thousand Sixty Eight Dollars (\$96,068.00) is necessary for liability insurance, workers compensation, and unemployment claims in the County's FY 2018 highway program (Section #18-00000-00-GM), for a total of Three Million Seven Hundred Forty Nine Thousand Two Hundred Twenty Nine Dollars (\$3,749,229.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County highway maintenance program referred to as Section #18-00000-00-GM be conducted in conformance with the provisions of the Illinois Highway Code during FY 2018, ending November 30, 2018.

BE IT FURTHER RESOLVED by the County Board of Kane County that Ninety Six Thousand Sixty Eight Dollars (\$96,068.00) is hereby appropriated from the Motor Fuel Tax Allotment Fund #302 for Section #18-00000-00-GM; said sum being comprised of Forty One Thousand Six Hundred Forty Five Dollars (\$41,645.00) from Line Item #53000; Fifty One Thousand One Hundred Ten Dollars (\$51,110.00) from Line Item #53010; and Three Thousand Three Hundred Thirteen Dollars (\$3,313.00) from Line Item #53020.

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?
302.520.522.53000	Liability Insurance	FY2018	Yes	
302.520.522.53010	Workers Compensation	FY2018	Yes	
302.520.522.53020	Unemployment Claims	FY2018	Yes	

BE IT FURTHER RESOLVED that the County Engineer of Kane County shall, as soon as practicable after the close of the fiscal year 2018, submit to the Illinois Department of Transportation (IDOT), on forms furnished by IDOT, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure for highway maintenance by IDOT under this appropriation.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Illinois Department of Transportation.

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 MFT Appropriation

KANE COUNTY DIVISION OF TRANSPORTATION

Maintenance Department

Maintenance Activities

- 2nd Mowing of the County highway right-of-way will begin around the 2nd or 3rd week of August.
- Miscellaneous roadway repair
- Various ditching projects and other drainage enhancements
- Street sweeping
- Transportation facility building A parking lot improvement is underway.

Attachments: None

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

KANE COUNTY DIVISION OF TRANSPORTATION

Planning & Programming Department Monthly Report – August 21, 2018

Regional Surface Transportation Program Project Selection Committee – monthly update

The CMAP Surface Transportation Program (STP) Project Selection Committee has released a draft version of the policies for Active Program Management. This document was created with input from all regional council staff, local municipal staff, and consultants and will guide how projects that receive federal STP funding must meet deadlines to retain the funding. An additional document that outlines the methodology and policies for the Shared Fund has also been released for comment. CMAP is asking for input on the policies by September 7th and the STP Project Selection Committee will approve the policies at the September 26th meeting. As a reminder, the call for projects for the Shared Fund will be held in January, 2019, and the call for Kane Kendall Council of Mayors funding in January, 2020.

Long Range Transportation Plan

KDOT was notified that it was selected to receive IDOT Planning and Research funds to enhance the Long Range Transportation Plan. Additional modeling will be performed by the consultant as well as website design and other content layout work. Staff is working with the consultant to revise the scope of work and with IDOT on the funding agreement.

Kane County Impact Fee Program

The attached monthly report shows total fees collected as of July 31, 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 July 31, 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	\$29,242.00	\$2,641,925.00
Campton Hills	\$2,784,300.00	\$118,430.00	\$76,285.00	\$36,832.00	\$8,485.00	\$3,015,847.00
Greater Elgin***	\$4,494,419.00	\$52,328.00	\$175,443.00	\$139,025.00	\$38,521.00	\$4,861,215.00
Northwest**	\$2,371,412.00	\$45,140.00	\$36,959.00	\$39,305.00	\$16,657.00	\$2,492,816.00
Southwest	\$1,879,442.00	\$67,030.00	\$46,274.00	\$94,048.00	\$48,678.00	\$2,086,794.00
Tri-Cities	\$6,187,328.00	\$183,784.00	\$282,757.00	\$89,693.00	\$29,452.00	\$6,743,562.00
Upper Fox**	\$2,349,904.00	\$491,414.00	\$61,912.00	\$55,483.00	\$32,680.00	\$2,958,713.00
West Central	\$321,784.00	\$7,674.00	\$11,353.00	\$19,698.00	\$5,056.00	\$360,509.00
North	\$2,108,029.00	\$716,573.00	\$1,377,605.00	\$750,517.00	\$598,639.00	\$4,952,724.00
Central	\$1,098,613.00	\$208,041.00	\$598,405.00	\$824,069.00	\$379,144.00	\$2,729,128.00
South	\$2,107,568.00	\$534,679.00	\$1,017,597.00	\$253,639.00	\$271,703.00	\$3,913,483.00
Grand Total	\$28,080,997.00	\$2,598,643.00	\$3,715,002.00	\$2,362,074.00	\$1,458,257.00	\$38,214,973.00

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

** Includes prepayments

*** Includes refunds

Approving a Road Improvement Impact Fee Discount Agreement Between the County of Kane and SCG TMG Fox View South Elgin LLC – Pantan Mill Station

SCG TMG Fox View South Elgin LLC has applied for a discount on roadway impact fees for the Pantan Mill Station apartment complex at 355 North LaFox Street in South Elgin based on Section 18 of the Impact Fee Ordinance. Creation of the Discount Program provides developers the opportunity to take advantage of transit routes, higher residential densities, mixed land uses, compact building design, and walkable neighborhoods while preserving open space. The potential impact fees and reductions are shown on the attached exhibit.

Staff has reviewed the request and recommends that the Transportation Committee approve that the County Engineer may execute a discount agreement with SCG TMG Fox View South Elgin LLC on behalf of the County.

Impact Fee Discount Agreement

_____ - _____

This Agreement is entered into this DATE, by and between the County of Kane, a body corporate and politic of the State of Illinois, of 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as the “County”) and (Developer Name), an Illinois limited liability company located at (Address) Illinois (hereinafter referred to as the “Applicant”). The Applicant and the County are hereinafter collectively referred to as the “Parties”.

WHEREAS, the Applicant plans to initiate “New Development” as defined in the Kane County Road Improvement Impact Fee Ordinance No. 17-92 as may be from time to time amended, (hereinafter referred to as the “Ordinance”); and

WHEREAS, this Agreement covers that portion of the New Development commonly known as (Name of Subdivision) (hereinafter the “Development”) for which the Applicant has received site specific development approval as set forth in (Municipality Name, Ordinance # and Date of Approval).

WHEREAS, the Applicant desires to claim an Impact Fee Discount pursuant to the Ordinance (Section Eighteen) to be credited by the County against any impact fee otherwise due to the County for each of the individual units in the Development pursuant to Ordinance; and

WHEREAS, the Applicant has or will submit an Impact Fee Discount Application as set forth in Exhibit “A” (hereinafter the “Application”) which is attached hereto and incorporated herein, for the receipt of Impact Fee Discounts for each unit in the Development of part thereof to be constructed; and

WHEREAS, the Applicant has requested that the County provide to the Applicant certain “Impact Fee Discounts” as defined by the Ordinance; and

WHEREAS, the Kane County Engineer (hereinafter the “County Engineer”) has determined that the Applicant’s proposed Impact Fee Discounts are provided for pursuant to and as defined by Section Eighteen of the Ordinance; and

WHEREAS, the County Engineer has determined the value of the discounts determined to be applicable to the Development as an Impact Fee Discount; and

WHEREAS, the Applicant and the County pursuant to the provisions of the Ordinance desire to enter into this Impact Fee Discount Agreement (hereinafter referred to as the “Agreement”) to determine and establish the amount of the Impact Fee Discount proposed to the Applicant by the County for that part of the Development determined by the County be eligible for said Impact Fee Discount and to further define the rights and obligations of the Parties pursuant to the Ordinance and this Agreement.

Therefore, in consideration of the above stated preambles and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, the County and the Applicant covenant, agree and bind themselves as follows, to wit:

1. The Parties acknowledge and agree that the preambles as set forth hereinabove are incorporated into and made a part of this Agreement.
2. The Development that is eligible for an Impact Fee Discount(s) is described and depicted in Exhibit B which exhibit is attached hereto and incorporated herein by reference.
3. The Impact Fee Discounts for which the Development as proposed is eligible are set forth in Exhibit "B", page 2. The value of the Impact Fee Discount(s) or the portion thereof that qualifies as a Discount is provided for and otherwise depicted and described in Exhibit "B", page 2.
4. The Applicant shall complete the Development according to Exhibit "B" to the satisfaction of the County Engineer to be eligible to receive the Total Impact Fee Discount(s).
5. The County shall grant an Impact Fee Discount(s) for the residential units in the amount of the estimate discount provided in Exhibit "B", page 2 against any Impact Fee otherwise assessed against each unit therein upon receipt from the Applicant of a duly completed Impact fee Application therefor.
6. The Kane County Division of Transportation (hereinafter referred to as "KDOT") shall maintain an accounting of Impact Fee Discounts granted to the Applicant and applied against any Impact Fee assessment for any unit in the Development pursuant to this Agreement, and shall provide at the request of the Applicant a copy of the accounting to the Applicant on an annual basis.
7. Impact Fee Discounts will be applied against Impact Fees due from the Applicant on each unit in the Development (Exhibit "B") in the following manner.
 - a. The Applicant shall indicate on each Impact Fee Application that Impact Fees assessed will be paid in whole or in part using the Improvement Discount(s) as set forth herein and shall indicate the Impact Fee Discount Agreement number on said application.
 - b. For each Impact Fee Discount to be applied against an Impact Fee on any unit in the Development, KDOT shall calculate the gross Impact Fee in accordance Ordinance. The gross Impact Fee shall be reduced by the Impact Fee Discount for the unit(s) in the Development. The Impact Fee Receipt shall note that the Impact Fees were paid in whole or in part through the application of Impact Fee Discount citing the applicable discount provisions of the Ordinance.

- c. If the Impact Fee Discount(s) is insufficient to cover the gross Impact Fee for each unit of the Development, the remainder of the gross Impact Fee for each unit shall be calculated and the Applicant notified of the Impact Fee assessed and due.
8. The Applicant may assign the Impact Fee Discounts proposed under this Agreement, or a portion thereof, to another person or entity by providing written notice to KDOT. Such notice shall identify the number and location of each unit to be assigned and the part(s) of the Development to which the assigned Impact Fee Discount(s) is to be applied. Impact Fee Discounts shall not be assigned to any New Development that is not otherwise set forth in this Agreement. The Impact Fee Discounts set forth herein shall not be used for other New Development. Impact Fee Discounts assigned hereunder by the Applicant shall be utilized only in accordance with the requirements of this Agreement.
9. Impact Fee Discounts proposed pursuant to this Agreement shall only be used to offset unit Impact Fees assessed by the County for the Development or the parts thereof.
10. This Agreement does not relieve the Applicant of any other Impact Fee Ordinance requirements or the permit regulations or other right of way requirements of KDOT.
11. This Agreement embodies the entire understanding of the Parties. There are no other promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, and agreements, either verbal or written, between the Parties.
12. The total amount of the Impact Fee Discounts granted pursuant to this Agreement shall not exceed the amount of \$73,111.50.
13. As a condition of receiving any Impact Fee Discount hereunder, the Applicant will construct the Development in accordance with the supporting documents submitted with the Application, within a period not to exceed ten (10) years from the date of execution hereof. This Applicant acknowledges and agrees that if the Development is not completed in accordance with the Application within ten (10) years of the date of this Agreement or if there is a material change in the Development that would result in (i) its ineligibility to receive any impact fee discount, or (ii) its receiving a lesser impact fee discount, then the Applicant shall pay or cause to be paid to the County an amount equal to the impact fee discount received or any excess impact fee discount received as is appropriate.
14. The term of this Agreement may be extended beyond its ten (10) year term upon mutual agreement of the County and the Applicant, provided that those portions of the Development completed within the initial ten (10) year term hereof meet the qualification requirements for the Impact Fee Discount obtained and that

additional portions of the Development receiving the discount after the ten (10) year period continue to meet the requirements of the discount(s) obtained.

IN WITNESS WHEREOF, the undersigned Applicant and the County of Kane, have caused this Agreement to be duly executed and have attached documents authorizing their respective designated officials to execute this Agreement.

Agreed to this ___ day of August 21, 2018

KANE COUNTY:

APPLICANT: SCG TMG Fox View
South Elgin LLC

By: _____
Carl Schoedel
Kane County Engineer

By: _____
Officer
Title

Panton Mill Station

355 North La Fox Street
South Elgin, Illinois

Developer/Owner:
SCG TMG Fox View South Elgin LLC
2037 W. Carroll Ave
Chicago, IL 60612
312-243-3700



Impact Fee Discount Application

July 20, 2018

Exhibit A: Development Overview

Property Description

Panton Mill Station is an apartment project with significant above-standard amenities targeting working professionals and empty nesters. The Project is located between Kane and Stone streets, on the east side of IL Route 31 (La Fox Street). The address is 355 North La Fox Street, South Elgin, IL. The project consists of a single 4-story residential apartment building with 100 rental dwelling units. The unit breakdown is 56 one-bedroom and 44 two-bedroom units. Surface parking provides for a total of 178 vehicles (1.78 per unit). The project is being developed by SCG TMG Fox View South Elgin LLC (2037 W. Carroll Ave, Chicago, IL 60612), and has the full support of the village of South Elgin (Ordinance 2018-28, approved 06/04/18).



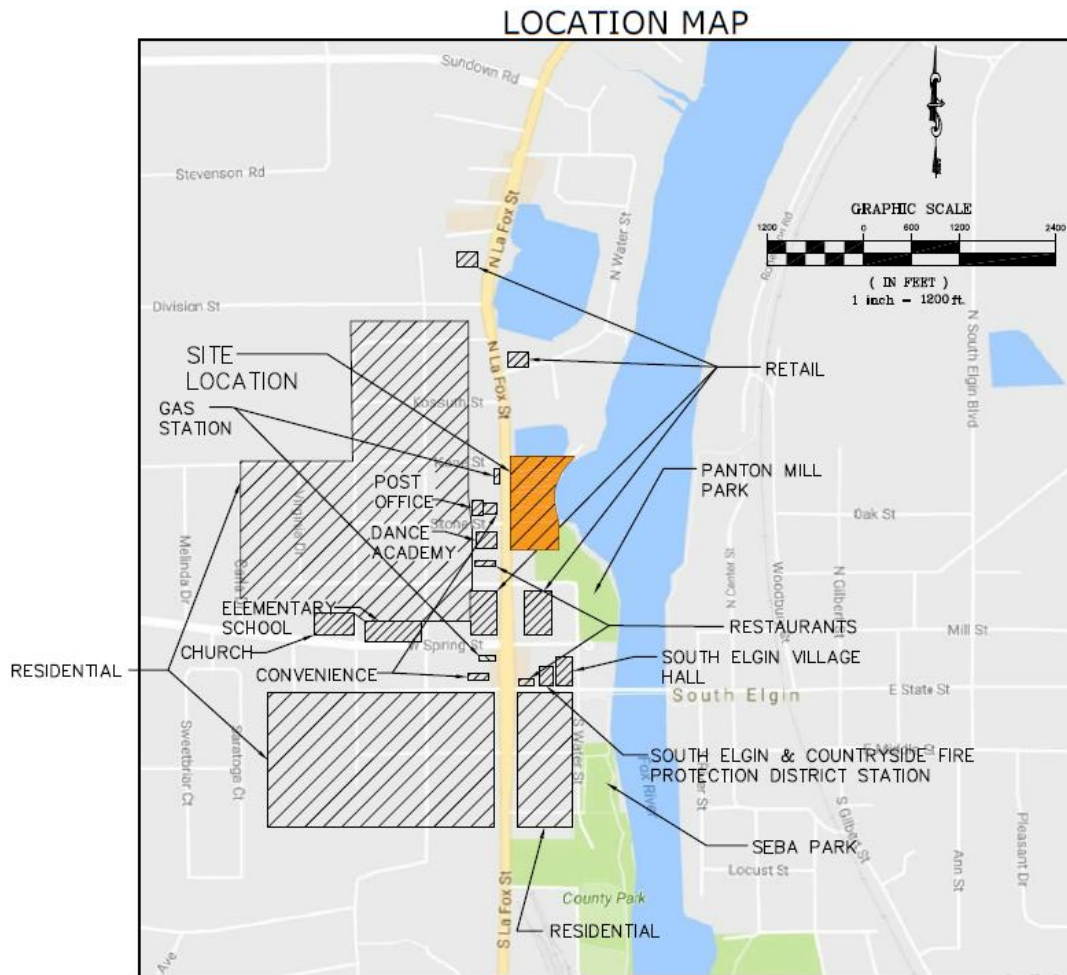
EAST SIDE OF PROPOSED FOUR-STORY 100-UNIT BUILDING



RENDERING OF PROPOSED FOUR-STORY 100-UNIT BUILDING

Panton Mill Station is located in the heart of downtown South Elgin and fronts the Fox River. Immediately south of the site lies Panton Mill Park and future retail development property. The Village Hall, Fire Department, Police Department, and existing retail establishments that will cater to the residential project are located just south of the village park site. On the west side of Route 31, across from the subject site, residential property and retail establishments including gas stations, restaurants, the post office, convenience stores, an elementary school, and a church will all be available for apartment dweller patronage. As an infill site, Panton Mill Station will help revitalize the downtown area of South Elgin

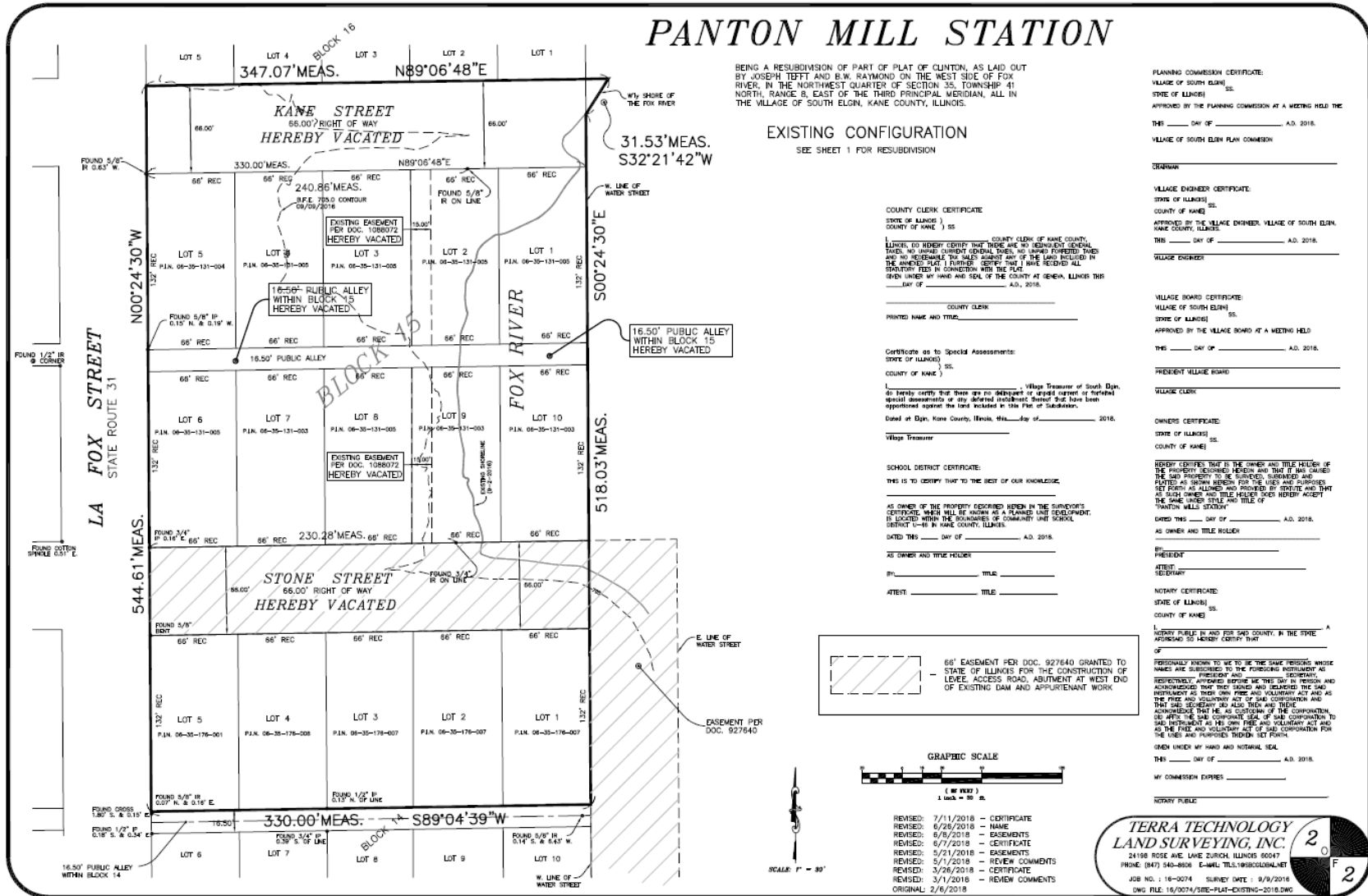
and serve as a catalyst for future development. Construction will be a single-phase project, scheduled to commence in August, 2018.



NORTH SIDE OF PROPOSED FOUR-STORY 100-UNIT BUILDING

Subdivision Plat 2

PANTON MILL STATION



BEING A RESUBDIVISION OF PART OF PLAT OF CLINTON, AS LAID OUT BY JOSEPH TEFFT AND B.W. RAYMOND ON THE WEST SIDE OF FOX RIVER, IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.

EXISTING CONFIGURATION

SEE SHEET 1 FOR RESUBDIVISION

COUNTY CLERK CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE) SS
 I, _____ COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID SPECIAL GENERAL TAXES, NO UNPAID FORECLOSURE TAXES AND NO UNREDEEMED TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE FORECLOSURE ACT, FURTHER, CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT AND UNDER MY HAND AND SEAL OF THE COUNTY AT GENERAL CLERK THIS _____ DAY OF _____ A.D. 2018.

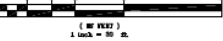
COUNTY CLERK
 PRINTED NAME AND TITLE _____

CERTIFICATE AS TO SPECIAL ASSESSMENTS
 STATE OF ILLINOIS)
 COUNTY OF KANE) SS
 I, _____ Village Treasurer of South Elgin, do hereby certify that there are no delinquent or unpaid current or former special assessments or any deferred installment taxes that have been reported against the land included in this Plat of Subdivision.
 Dated at Elgin, Kane County, Illinois, this _____ day of _____, 2018.

Village Treasurer
 SCHOOL DISTRICT CERTIFICATE
 THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE
 AS OWNER OF THE PROPERTY DESCRIBED HEREIN IN THE SUPERVISOR'S CERTIFICATE MAPS WILL BE MAKING AS A PLANNED UNIT DEVELOPMENT, IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY UNIT SCHOOL DISTRICT _____ IN KANE COUNTY, ILLINOIS.
 DATED THIS _____ DAY OF _____ A.D. 2018.
 AS OWNER AND TITLE HOLDER
 BY _____ TITLE _____
 ATTENT _____ TITLE _____

66' EASEMENT PER DOC. 927640 GRANTED TO STATE OF ILLINOIS FOR THE CONSTRUCTION OF LEVEE, ACCESS ROAD, ABUTMENT AT WEST END OF EXISTING DAM AND APPURTENANT WORK

GRAPHIC SCALE
 1 inch = 50 ft.



REVISIONS
 REVISED: 7/11/2018 - CERTIFICATE
 REVISED: 6/26/2018 - NAME
 REVISED: 6/8/2018 - EASEMENTS
 REVISED: 6/7/2018 - CERTIFICATE
 REVISED: 5/21/2018 - EASEMENTS
 REVISED: 5/1/2018 - REVIEW COMMENTS
 REVISED: 3/26/2018 - CERTIFICATE
 REVISED: 3/1/2018 - REVIEW COMMENTS
 ORIGINAL: 2/6/2018

PLANNING COMMISSION CERTIFICATE
 VILLAGE OF SOUTH ELGIN)
 STATE OF ILLINOIS) SS
 APPROVED BY THE PLANNING COMMISSION AT A MEETING HELD THE _____ DAY OF _____ A.D. 2018.
 VILLAGE OF SOUTH ELGIN PLAN COMMISSION

DESIGNER
 VILLAGE ENGINEER CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE) SS
 APPROVED BY THE VILLAGE ENGINEER, VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.
 THIS _____ DAY OF _____ A.D. 2018.
 VILLAGE ENGINEER _____

VILLAGE BOARD CERTIFICATE
 VILLAGE OF SOUTH ELGIN)
 STATE OF ILLINOIS) SS
 APPROVED BY THE VILLAGE BOARD AT A MEETING HELD THE _____ DAY OF _____ A.D. 2018.
 PRESIDENT VILLAGE BOARD _____

OWNERS CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE) SS
 HEREBY CERTIFY THAT I AM THE OWNER AND TITLE HOLDER OF THE PROPERTY DESCRIBED HEREIN AND THAT I HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND PLANNED AS SHOWN HEREON FOR THE USES AND PURPOSES SET FORTH AS ALLOWS AND PROVIDED BY ORDINANCE AND THAT AS SAID OWNER AND TITLE HOLDER I DO HEREBY ACCEPT THE SAME UNDER STATE AND TITLE "PANTON MILLS STATION".
 DATED THIS _____ DAY OF _____ A.D. 2018.
 AS OWNER AND TITLE HOLDER

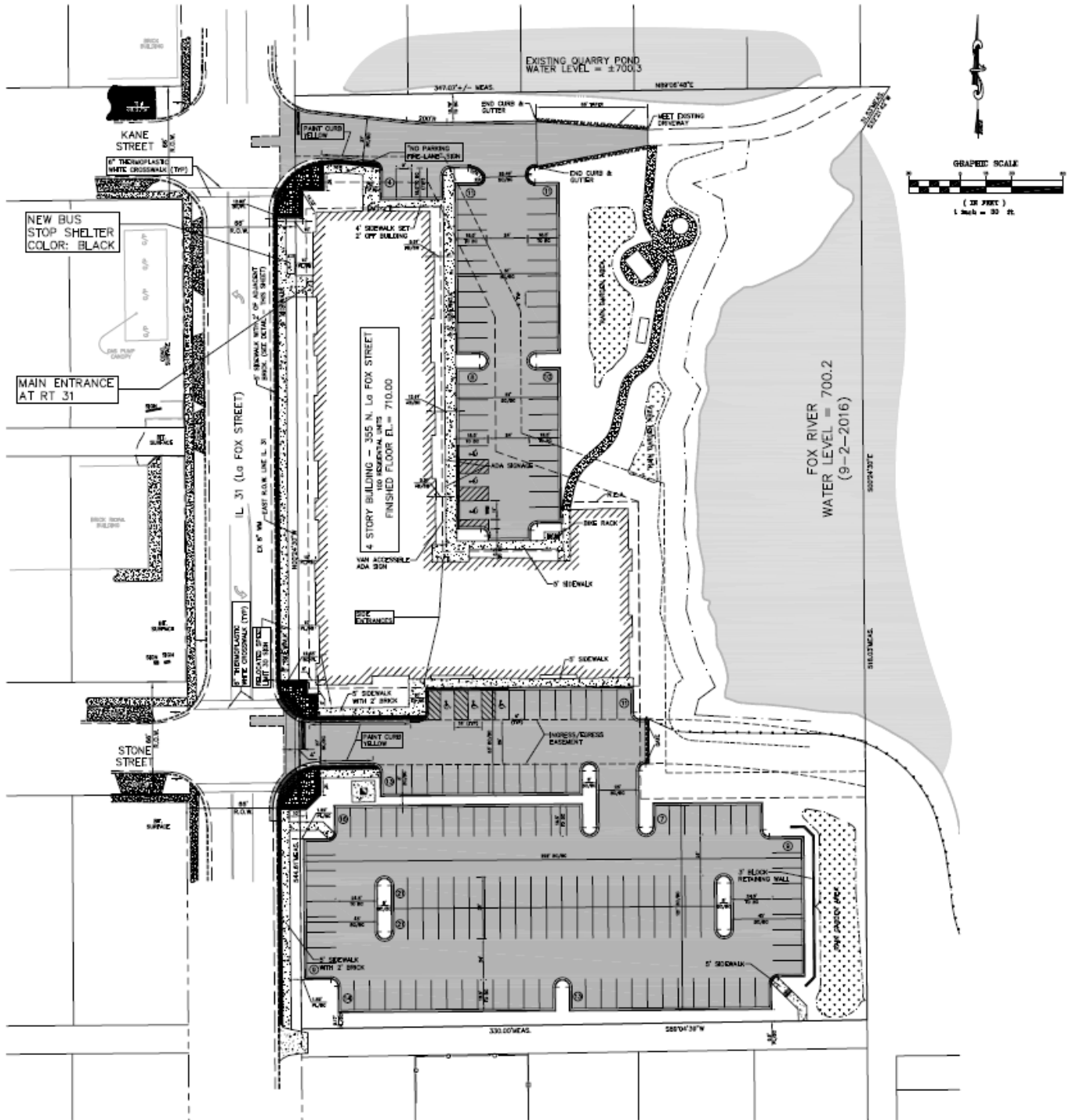
BY _____ PRESIDENT
 BY _____ ATTENT SECRETARY
 NOTARY CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KANE) SS
 I, _____ NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT _____ OF _____

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOM NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS PRESIDENT AND SECRETARY AND I HAVE SEEN AND KNOWLEDGE THAT THEY ARE BELIEVED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION AND THAT SAID SECRETARY IS ALSO THEIR AND THEIR KNOWLEDGE THAT HE, AS CORPORATION OF THE CORPORATION, HAS AFFIXED THE SAID CORPORATE SEAL OF SAID CORPORATION TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTARIAL SEAL
 THIS _____ DAY OF _____ A.D. 2018.
 MY COMMISSION EXPIRES _____
 NOTARY PUBLIC _____

TERRA TECHNOLOGY LAND SURVEYING, INC.
 24188 ROSE AVE. LAKE ELGIN, ILLINOIS 60127
 PHONE: (847) 540-8006 E-MAIL: TLLS@TERRATECH.COM
 JOB NO.: 16-0074 SURVEY DATE: 8/9/2018
 DWG FILE: 16/0074/SITE-PLAT-EXISTING-2018.DWG



Panton Mill Station Site Plan



Surrounding Amenities

Church	
South Elgin Community United	400 W Spring St
Convenience	
Elgin Food & Liquor Store	236 W State St
La Fox Wine & Spirits	310 N La Fox St #2
Dance Academy	
Duet Dance Academy	300 N La Fox St #2
Fire Department	
South Elgin & Countryside Fire Protection District Station 1	150 W. State St
Gas Stations	
Haj Petroleum	96 N La Fox St
BP	380 S La Fox St
Industrial	
Datum Tool & Manufacturing	200 Kane St
Post Office	
US Postal Service	310 N La Fox St Ste 5
Restaurants	
Wee-Dee's Restaurant	3 N La Fox St
Pizza Hutt	210 N La Fox St
Retail	
Rick's Barbershop	114 N La Fox St
Everything Pedal	135 N La Fox St
VN Nails	164 N La Fox St
Old Traditions Piercing	184 N La Fox St
Anna's Hair Salon	194 N La Fox St
STK Rebuilders Inc	500 N La Fox St #1
SS Minnows Bait Shop	501 N La Fox St
Kwik Fix	660 N La Fox St
A-1 Automotive Repair Shop	670 N La Fox St
Smokin' Aces	810 N La Fox St
School	
Willard Elementary School	370 W Spring St
Village Hall	
South Elgin Village Hall	10 N Water St

Exhibit B: Discount Calculations

#1 – 40% Discount

(A) - All building entrances in the new development are (i) within one half (1/2) mile walking distance of an existing or committed PACE fixed route bus service.

- The subject property is located on the Route 801 PACE route (See Exhibit C for PACE bus route information). The bus stop is located at N La Fox St (Rt 31) and Kane St which is around 20 ft walking distance from the nearest entrance and around 350 ft from the furthest entrance (much closer than the ½ mile walking distance requirement of the service to each building entrance).

(B) - The new development includes a residential component and also includes at least four (4) of the land uses or trip generators listed in paragraph 3 of the ordinance, or all building entrances are (i) within one-quarter (1/4) mile walking distance of a residential zoning district and at least four (4) of the land use trip generators listed in paragraph 3 of the ordinance, or (ii) within three quarter (3/4) mile walking distance of a residential zoning district and at least six (6) of the land uses or trip generators listed in paragraph 3 of the ordinance.

- All building entrances are (i) within one quarter (1/4) mile walking distance of a residential zoning district (subject property itself is residential zoning as well as being around 300 feet walking distance to another residential district) and at least four (4) of the land use or trip generators listed in paragraph 3 of the ordinance (see chart below). We have noted the minimum of four (4), but there are an additional six (6) uses that could apply.

#	Trip Generator	Tenant	Address	Walking Distance from Entrance (in miles):
1	Gas Station	BP Gasoline	380 S. La Fox St	0.044
2	Dance Academy	Duet Dance Academy	300 N. La Fox St #2	0.064
3	Post Office	United States Postal Service	310 N. La Fox St Ste 5	0.095
4	Church	South Elgin Community United	400 W. Spring St	0.247

(C) – The new development has (i) an average residential density of at least seven (7) units per acre; or (ii) an average nonresidential or mixed use floor area ratio of at least 0.5.

- The subject property has an average residential density of 100 units / 3.56 acres = **28.09 Units per Acre.** (Note the site area of 3.56 Ac excludes the 0.573 Ac of the overall site that is underwater in the Fox River).

(D) – Unless located on an infill or redevelopment site, the maximum block perimeter within the new development is less than or equal to two thousand two hundred feet (2,200) and the main or public entrance to the building is directly accessible on a paved pathway from the public sidewalk along a street, with no parking allowed between the building and the public sidewalk along the street.

- The subject property has a perimeter of one thousand seven hundred seventy-four feet (1774), less than the two thousand two hundred feet (2,200) maximum block perimeter as well as being located on an infill site.

#4 – 10% Discount

New development meeting the requirement of paragraph 1 of this Section (#1 detailed above) shall be given an additional ten percent (10%) discount from the impact fee assessed in accordance with Section Ten of this ordinance, provided the new development is located on an infill or redevelopment site.

- Subject property is located on an infill site. East of site is Panton Mill Park and the Fox River; south of site is retail, restaurants, and the South Elgin Village Hall, west of site is N. La Fox St (Rt 31) and restaurants, retail, and residential areas among others, and north of site is a residential area and more retail.

#5 – 10% Discount

New development meeting the requirements of paragraph 1 of this Section shall be given an additional ten percent (10%) discount from the impact fee assessed, provided the new development (i) has an average residential density of at least fourteen (14) units per acre; or (ii) has an average nonresidential or mixed use floor area ratio of at least 1.0.

- Subject property has an average residential density of 100 units / 3.56 acres = **28.09 Units per Acre.**

#6 – 10% Discount

New development meeting the requirements of paragraph 1 of this Section shall be given an additional ten percent (10%) discount from the impact fee assessed, provided the new development (i) has an average residential density of at least twenty-eight (28) units per acre; or (ii) has an average non-residential or mixed use floor area ratio of at least 1.5.

- Subject property has an average residential density of 100 units / 3.56 acres = **28.09 Units per Acre.**

Impact Fee Calculation

\$ 104,445.00	Impact Fee (100 units at \$1,044.45 per unit- See Assessment Attached)
\$ (73,111.50)	<u>Less: 70% Discount</u>
\$ 31,333.50	Net Impact Fee

Kane County Division of Transportation
41W011 Burlington Road
St Charles, IL 60175

Application #: **PLT120180000650**
 Date: **06/26/2018**

**Road Improvement Impact Fee
 Notice of Fee Assessment**

Application Information	
Company Name:	SCG TMG Fox View South Elgin LLC Tony Alessi Bob Gudmundson
Contact:	SCG TMG Fox View South Elgin LLC
Phone:	(312) 243-3700
Fax:	<NO FAX NUMBER>
Project Information	
Site Address:	355 N LaFox Street
City, State, Zip:	South Elgin IL 60177
Subdivision Name:	Panton Mill Station
Notice:	
We have completed review of your Road Improvement Impact Fee Application and have determined the amount of the fee required as noted below. In accordance with the provisions of the Road Improvement Impact Fee Ordinance, you may appeal this determination to the Kane County Board Transportation Committee by submitting a written petition of appeal to the Division of Transportation within 14 days of the date of this Notice. Applicants who are considering an appeal are encouraged to first discuss their concerns with the Impact Fee Coordinator.	
Road Improvement Impact Fee Determination	
Impact Fee Assessed - North	104,445.00
Net Fee (Amount Due)	\$104,445.00
Payment Instructions / Fee Payment Agreements	
Payment may be in the form of a Cashier's Check, Certified Check, Money Order, or Company Check and shall be payable to the "Kane County Division of Transportation (KCDOT)." Deliver or mail to: Impact Fee Coordinator, Kane County Division of Transportation, 41W011 Burlington Rd, St Charles, IL 60175. Phone: (630) 845-3799 Fax: (630) 587-2474	
<i>Please note the Application Number on your check and include a copy of this notice with your payment. If your fees cover more than one service area, a separate check will be required for each area.</i>	
Fee Payers for Multi-Family Residential and Non-Residential developments who wish to defer payment of a portion of the calculated Road Improvement Impact Fee may request a Fee Payment Agreement. This Agreement may provide for deferral of up to 50% of the calculated fee for a period of up to one year at an interest rate 3% over the prime rate. Fee payment agreements for developments receiving Assisted Financing as defined in the Impact Fee Ordinance may provide for installment payments over a period of up to ten years.	
Special Instruction/Description:	

Legal Description								
Parcel Index Number	Section	Lot	Block	Township	Range	Half Sec	Qtr Sec	Service Area
06-35-131-003	35		131					North

Parcel Index Number	Section	Lot	Block	Township	Range	Half Sec	Qtr Sec	Service Area
06-35-131-004								North

Parcel Index Number	Section	Lot	Block	Township	Range	Half Sec	Qtr Sec	Service Area
06-35-131-005								North

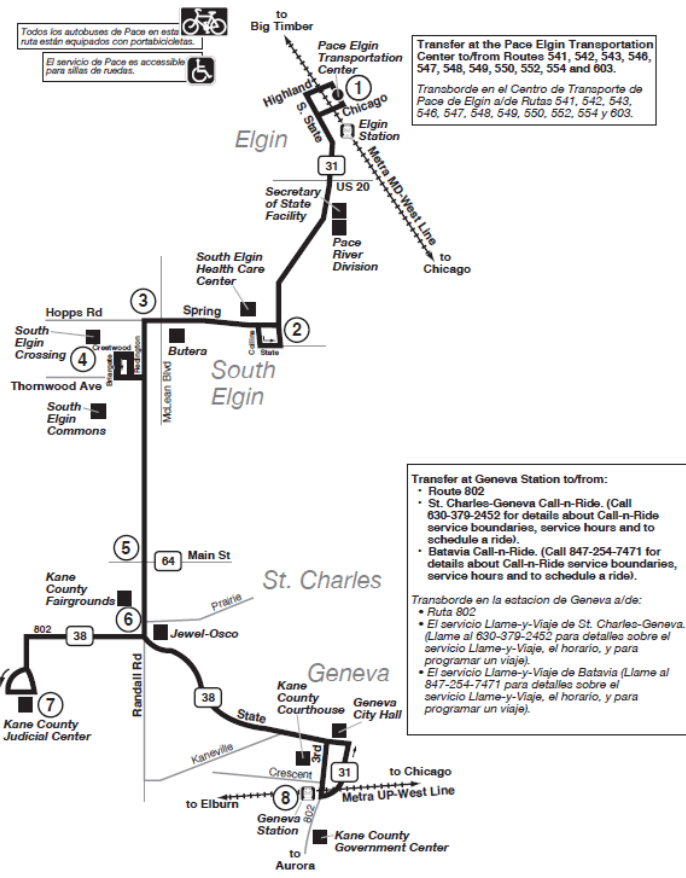


EXHIBIT C – PACE 801 ROUTE

Route 801 Effective Date September 18, 2017



Todos los autobuses de Pace en esta ruta están equipados con portabicicletas.
El servicio de Pace es accesible para sillas de ruedas.



Transfer at the Pace Elgin Transportation Center to/from Routes 541, 542, 543, 546, 547, 548, 549, 550, 552, 554 and 603.
Transbórdese en el Centro de Transporte de Pace de Elgin a/del Rutas 541, 542, 543, 546, 547, 548, 549, 550, 552, 554 y 603.

Transfer at Geneva Station to/from:
• Route 802
• St. Charles-Geneva Call-n-Ride. (Call 630-379-2452 for details about Call-n-Ride service boundaries, service hours and to schedule a ride).
• Batavia Call-n-Ride. (Call 847-254-7471 for details about Call-n-Ride service boundaries, service hours and to schedule a ride).
Transbórdese en la estación de Geneva a/die:
• Ruta 802
• El servicio Llame-y-Viaje de St. Charles-Geneva. (Llame al 630-379-2452 para detalles sobre el servicio Llame-y-Viaje, el horario, y para programar un viaje).
• El servicio Llame-y-Viaje de Batavia (Llame al 847-254-7471 para detalles sobre el servicio Llame-y-Viaje, el horario, y para programar un viaje).

REGULAR FARE ROUTE

Use your Ventra® Card or exact fare in cash.
Driver Has No Change

Customers may use a Ventra Card, contactless bankcard, Ventra Ticket, Ride Free or Reduced Fare permit, or cash to pay fare on Pace fixed route services. Reduced fares are available for children (ages 7-11) and high school, junior high and grammar school students (ages 12-20) presenting a valid Ventra Student Riding Permit or valid school ID, between 5:00am and 5:00pm on school days. Seniors 65 and older, people with disabilities and individuals with a valid Medicare card qualify for reduced fares. A valid RTA Reduced Fare Permit must be presented when using cash to pay a reduced fare. Eligible seniors and people with disabilities may ride fixed route services for free through the RTA Ride Free Program. Please contact the RTA at (815) 913-9110 for more information on free and reduced fares. Free rides are offered to children under 11 (max two children per fare paying adult), law enforcement officers and firefighters in full uniform or presenting a badge, and active duty military personnel in uniform. See the Pace Fare Guide for current fares, passes, restrictions and additional information. Visit ventrachicago.com or call 877-4NOW-VENTRA to purchase and load value and passes onto your Ventra Card.

TRAVEL INFORMATION

If you need transit information please call The RTA Travel Information Center. (Open daily) (312) 836-7000
For Customer Relations support please call Pace. (Open Monday-Friday) (847) 364-PACE (7223)

CARRIER INFORMATION

OPERATED BY: Pace River
For lost and found call (847) 931-6750

ADDITIONAL INFORMATION

The schedules, fares and other information in this timetable are subject to change. Pace does not assume responsibility for errors in timetables, nor for inconvenience or damage resulting from delayed trains or buses or failure to make connections.
Unless otherwise noted, bus will stop upon signal to driver at any intersection along the route where it is safe to do so.

TARIFA PARA RUTA REGULAR

Use su tarjeta Ventra® o tarifa exacta en efectivo.
El Conductor No Tiene Cambio

Los clientes pueden usar la tarjeta Ventra, tarjeta bancaria sin contacto, tarjetas de débito, tarjetas de crédito, o dinero en efectivo para pagar tarifas en los autobuses de rutas fijas de Pace. Se aplican tarifas reducidas para niños (de 7 a 11 años de edad), para estudiantes de secundaria, y para niños en escuela primaria en 7^o y 8^o grado (de 12 a 20 años, que presenten un permiso válido de ferretería o una identificación válida de la escuela, entre las 5:00am y las 5:00pm durante los días escolares. Los estudiantes de 65 años o más, personas con discapacidades e individuos con una tarjeta válida de Medicare, califican para tarifas reducidas. Se debe presentar un permiso válido de Tarifa Reducida de RTA cuando se use dinero en efectivo para pagar una tarifa reducida. Los usuarios mayores y personas con discapacidades pueden usar el servicio de tarifa fija gratis por medio del programa gratuito del RTA. Por favor llame al RTA al (815) 913-9110 para más información sobre tarifas gratis y reducidas. Se ofrecen viajes gratuitos a los niños menores de 11 años, de edad máxima dos niños acompañados por un adulto con tarifa pagada, o cualquier combinación de niños en uniforme que presenten identificación apropiada, y a personal militar en uniforme. Vea la Guía de Tarifas de Pace para tarifas actuales, pases, restricciones y más información adicional. Visite ventrachicago.com o llame a 877-4NOW-VENTRA para comprar y añadir valor a su tarjeta Ventra.

CENTRO DE INFORMACION

Para información de tránsito, llame al Centro de Información de Viajes del RTA. (Abierto diariamente) (312) 836-7000
Para llamar al Centro de Servicios al Cliente de Pace. (Abierto de Lunes a Viernes) (847) 364-PACE (7223)

COMPANIA DE TRANSPORTE

OPERADO POR: Pace River
Para información sobre cobros perdidos (847) 931-6750

INFORMACION ADICIONAL

Los horarios, tarifas y otra información en este horario están sujetos a cambios. Pace no asume la responsabilidad por errores cometidos en los horarios. Inconvenientes o daños resultantes de retrasos en autobuses o fallas de conexión de autobuses no serán compensados. A menos que se indique de otra manera, el autobús parará al hacerle señas al conductor en cualquier intersección a lo largo de la ruta, siempre y cuando sea un lugar seguro para hacerle señas.

801 Elgin-Geneva

All Pace service is wheelchair accessible.



All Pace buses on this route are equipped with bike racks.

Major Destinations

- Destinos mayores
- Pace Elgin Transportation Center
- Secretary of State Facility
- Butera
- South Elgin Crossing
- South Elgin Commons
- Kane County Judicial Center
- Metra UP-West Line Geneva Station

Monday - Saturday Service
Servicio de Lunes a Sábado

September 18, 2017
18 de Septiembre de 2017

PaceBus.com



ROUTE 801 ELGIN-GENEVA



WEEKDAY SOUTHBOUND ENTRE SEMANA HACIA EL SUR

WEEKDAY NORTHBOUND ENTRE SEMANA HACIA EL NORTE

	1	2	3	4	5	6	7	8	8	6	7	5	4	3	2	1
	SPRING/ IL 31	SPRING/ MCLEAN	THORNWOOD/ REDINGTON	RANDALL/ IL 64	RANDALL/ IL 38	KANE COUNTY JUDICIAL CENTER	METRA UP-WEST LINE GENEVA STATION ^A		METRA UP-WEST LINE GENEVA STATION ^A	RANDALL/ IL 38	KANE COUNTY JUDICIAL CENTER	RANDALL/ IL 64	THORNWOOD/ REDINGTON	SPRING/ MCLEAN	SPRING/ IL 31	PACE ELGIN TRANSPORTATION CENTER [*]
5:09AM	5:16AM	5:19AM	5:24AM	5:33AM	5:35AM	-	5:45AM B		5:51AM	5:58AM	-	6:00AM	6:07AM	6:14AM	6:18AM	6:26AM
6:10	6:18	6:21	6:26	6:36	6:39	-	6:48 B		6:53	7:00AM	7:03AM	7:08	7:19	7:26	7:30	7:40
7:03	7:11	7:14	7:19	7:29	7:32	7:35AM	7:46 B		7:56	8:03	8:06	8:11	8:22	8:29	8:33	8:43
8:10	8:18	8:21	8:26	8:36	8:39	8:42	8:53 B		8:58	9:05	-	9:07	9:15	9:23	9:26	9:34
9:45	9:53	9:56	10:01	10:11	10:14	10:17	10:28		10:37	10:44	10:48	10:54	11:04	11:11	11:15	11:27
11:45	11:53	11:56	12:01PM	12:11PM	12:14PM	12:17PM	12:28PM B		12:45PM	12:52PM	12:56PM	1:02PM	1:12PM	1:19PM	1:23PM	1:35PM
1:45PM	1:53PM	1:56PM	2:01	2:11	2:14	2:17	2:28		2:43	2:50	2:53	2:58	3:09	3:16	3:20	3:34
3:45	3:54	3:57	4:02	4:12	4:15	4:18	4:30		4:48	4:55	4:58	5:03	5:14	5:21	5:25	5:40
4:55	5:04	5:07	5:12	5:22	5:25	5:28	5:40 B		5:58	6:05	-	6:07	6:15	6:23	6:26	6:35
5:55	6:03	6:06	6:12	6:23	6:25	-	6:36 B		6:57	7:04	-	7:06	7:14	7:22	7:25	7:34

SATURDAY SOUTHBOUND SÁBADO HACIA EL SUR

SATURDAY NORTHBOUND SÁBADO HACIA EL NORTE

	1	2	3	4	5	6	7	8	8	6	5	4	3	2	1
	SPRING/ IL 31	SPRING/ MCLEAN	THORNWOOD/ REDINGTON	RANDALL/ IL 64	RANDALL/ IL 38	KANE COUNTY JUDICIAL CENTER	METRA UP-WEST LINE GENEVA STATION ^A		METRA UP-WEST LINE GENEVA STATION ^A	RANDALL/ IL 38	RANDALL/ IL 64	THORNWOOD/ REDINGTON	SPRING/ MCLEAN	SPRING/ IL 31	PACE ELGIN TRANSPORTATION CENTER [*]
8:01AM	8:13AM	8:16AM	8:25AM	8:35AM	8:38AM	8:41AM	8:52AM B		8:57AM	9:04AM	9:06AM	9:16AM	9:23AM	9:27AM	9:39AM
10:01	10:13	10:16	10:24	10:34	10:37	10:40	10:51 B		10:57	11:04	11:06	11:16	11:23	11:27	11:39
12:00PM	12:12PM	12:15PM	12:23PM	12:33PM	12:36PM	12:39PM	12:50PM B		12:58PM	1:05PM	1:07PM	1:17PM	1:24PM	1:28PM	1:40PM
2:00	2:12	2:15	2:23	2:33	2:36	2:39	2:50 B		2:57	3:04	3:06	3:17	3:24	3:28	3:40
4:00	4:12	4:15	4:24	4:34	4:37	4:40	4:51 B		4:57	5:04	5:06	5:17	5:24	5:28	5:40

B - Transfer here for most convenient connections to Route 802 to Aurora.
 * - Route 801 makes connections to/from certain Metra Milwaukee District-West trains. Please consult a Metra schedule to determine connection opportunities.
 ^ - Route 801 makes connections to/from certain Metra Union Pacific-West trains. Please consult a Metra schedule to determine connection opportunities.

Unless otherwise noted, bus will stop upon signal to driver at any intersection along the route where it is safe to do so.

No Sunday or holiday service.

B - Transporte aquí para hacer conexión a Ruta 802 a Aurora.
 * - Ruta 801 hace conexiones a/de ciertos trenes de Metra Milwaukee District-Oeste. Por favor consulte el horario de Metra para determinar oportunidades de hacer conexiones.
 ^ - Ruta 801 hace conexiones a/de ciertos trenes de Metra UP-Oeste. Por favor consulte el horario de Metra para determinar oportunidades de hacer conexiones.

A menos que se indique de otra manera, el autobús parará al hacerle señal al conductor en cualquier intersección a lo largo de la ruta, siempre y cuando sea un lugar seguro para parar.

No hay servicio los Domingos o días de feriados.

KANE COUNTY DIVISION OF TRANSPORTATION

Traffic Operations & Permitting Department Monthly Report – August 21, 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 underway for traffic signal installation and interconnect to adjacent signals. Construction schedule uncertain.
2. Randall Road & Silver Glen Road southwest quadrant (Spectrum Senior Living) – Intersection Design Study under review.
3. West Bartlett Road & IL Route 25 southeast quadrant (Circle K) – Concept plan approved.
4. Orchard Road & Jericho Road southwest quadrant (Heidner Properties) – Intersection design study of Orchard & Rochester under review.
5. Kirk Road & Wind Energy Pass southeast quadrant – Roadway plans under review. Construction expected in 2018.
6. Randall Road & Woodward Drive (Audi Dealership) – Concept plan reviewed.
7. Huntley Road (Willow Creek Church) – Road widening for left- and right-turn lane construction is underway.
8. Plato Road at Tower Road (Burlington Central High School expansion) – Engineering plans under review for left- and right-turn lane widening at the westernmost access to Plato Road.
9. Fabyan Parkway at Janet Lane (The Landings Subdivision) – Concept site plan reviewed.

ACCESS CONSIDERATIONS / AGREEMENTS

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

Attachments: Permitting spreadsheets and charts

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

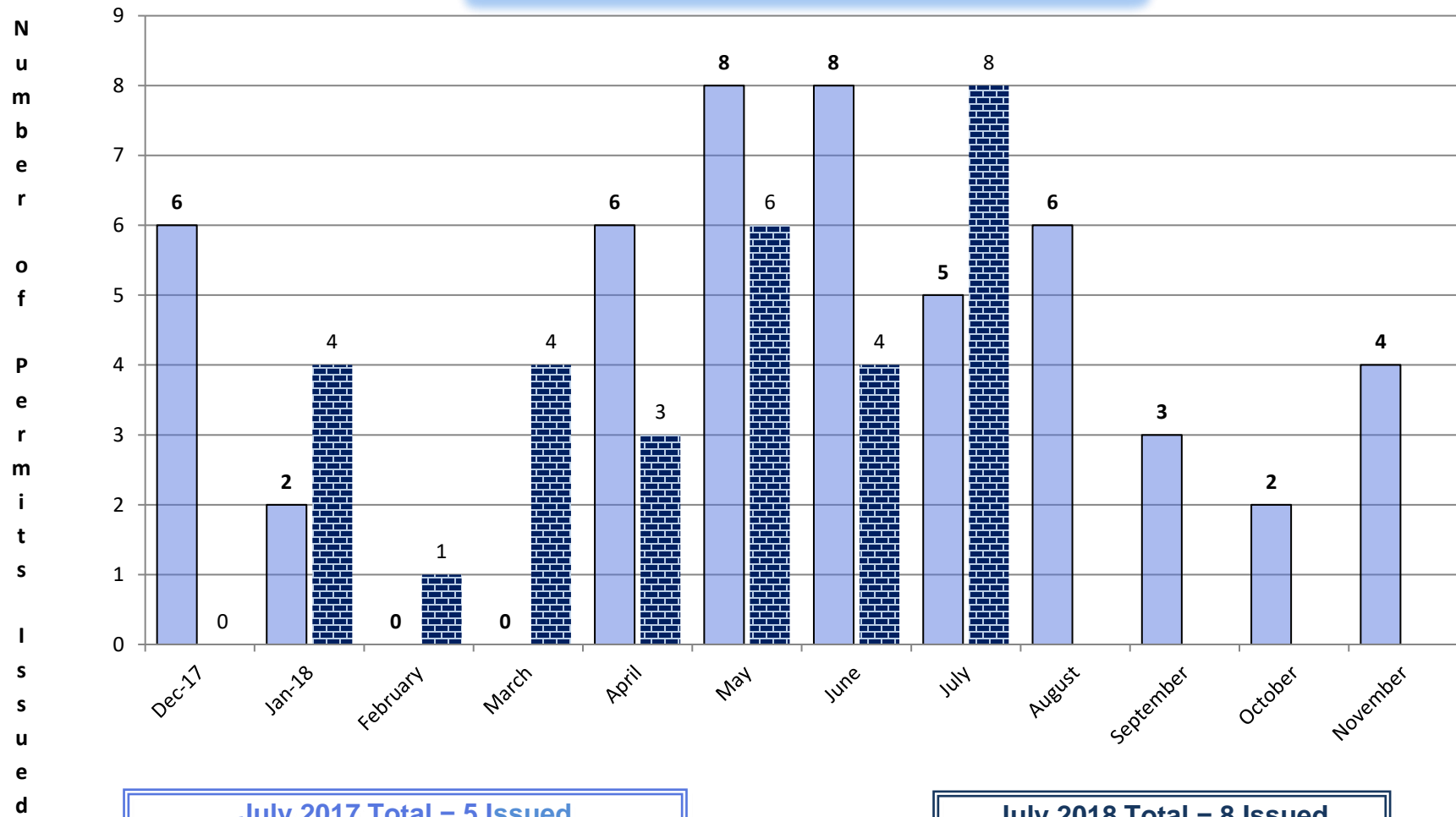
FY 2017 (Dec.2016 thru Nov. 2017) FY 2018 (Dec. 2017 thru Nov. 2018)							
Month	Access	Utility	Moving	Month	Access	Utility	Moving
December 2016	6	23	212	Dec-17	0	8	114
January 2017	2	9	117	Jan-18	4	15	86
February	0	12	121	February	1	6	121
March	0	12	225	March	4	19	180
April	6	14	201	April	3	16	225
May	8	23	286	May	6	7	274
June	8	17	314	June	4	23	229
July	5	15	355	July	8	15	316
August	6	13	339	August			
September	3	15	287	September			
October	2	21	228	October			
November	4	20	278	November			
Total thru July 2017	35	125	1831	Total thru July 2018	30	109	1545

YTD Change %	- 14 %	- 13 %	- 16 %
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Issued Permits

Fiscal Year 2017	PERMITS ISSUED														2017 REVENUE \$ COLLECTED	
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Traffic Signal Imp	Water Draw	Stormwater	Moving	MP-TWP	Moving \$	Access \$
Dec. 2016	23	1	0	1	1	0	0	2	0	0	0	1	201	11	\$14,340.00	\$11,150.00
Jan. 2017	9	0	0	0	0	2	0	0	0	0	0	0	109	8	\$27,950.00	\$14,300.00
Feb	12	0	0	0	0	0	0	0	0	0	0	0	114	7	\$11,635.00	\$5,000.00
Mar	12	0	0	0	0	0	0	0	0	0	0	0	192	33	\$8,070.00	\$8,550.00
Apr	14	0	0	1	2	3	0	0	0	0	0	0	179	22	\$16,325.00	\$8,000.00
May	23	0	1	0	0	4	2	0	0	0	1	0	252	34	\$17,165.00	\$8,200.00
June	17	1	2	1	2	2	0	0	0	0	0	0	280	34	\$20,500.00	\$8,900.00
July	15	1	0	1	0	2	0	1	0	0	0	0	303	52	\$28,690.00	\$14,150.00
Aug	13	1	0	1	1	1	1	1	0	0	0	0	311	28	\$21,570.00	\$13,300.00
Sept	15	0	0	0	1	0	0	1	0	0	1	0	262	25	\$16,945.00	\$6,700.00
Oct	21	0	0	0	0	0	0	1	0	0	0	1	206	22	\$28,835.00	\$9,000.00
Nov	20	4	0	0	0	0	0	0	0	0	0	0	253	25	\$17,160.00	\$10,850.00
Total thru July 2017	125	3	3	4	5	13	2	3	0	0	1	1	1630	201	\$144,675.00	\$78,250.00
Fiscal Year 2018	PERMITS ISSUED														2018 REVENUE \$ COLLECTED	
Month	Utility	Temp	Major	Minimum	Detour	Events	Ag	R.O.W.	Subdivison	Traffic Signal Imp	Water Draw	Stormwater	Moving	MP-TWP	Moving \$	Access \$
Dec. 2017	8	0	0	0	0	0	0	0	0	0	0	0	100	14	\$16,510.00	\$6,050.00
Jan. 2018	15	0	0	0	0	0	1	3	0	0	0	0	78	8	\$18,275.00	\$12,700.00
Feb	6	0	0	0	0	0	0	1	0	0	0	0	110	11	\$7,400.00	\$4,500.00
Mar	19	1	0	0	0	3	0	0	0	0	0	0	159	21	\$14,370.00	\$18,200.00
Apr	16	0	0	0	0	1	1	1	0	0	0	0	197	28	\$10,065.00	\$7,600.00
May	7	2	0	0	0	3	0	1	0	0	0	0	255	19	\$16,750.00	\$16,200.00
June	23	2	1	0	0	1	0	0	0	0	0	0	205	24	\$11,930.00	\$13,550.00
July	15	0	0	2	0	0	2	2	0	0	2	0	277	39	\$21,095.00	\$11,000.00
Aug																
Sept																
Oct																
Nov																
Total thru July 2018	109	5	1	2	0	8	4	8	0	0	2	0	1381	164	\$116,395.00	\$89,800.00

Access/ROW Permit Comparison Chart

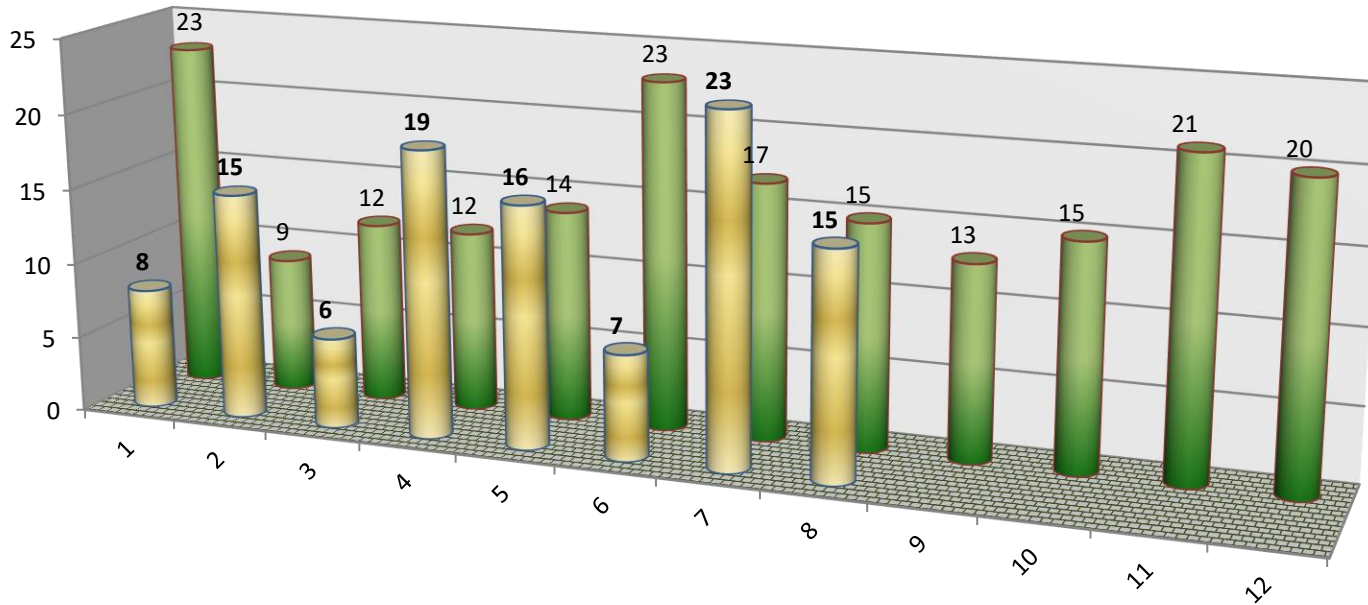


July 2017 Total = 5 Issued

July 2018 Total = 8 Issued

Utility Permit Comparison Chart

Number of Permits Issued



July 2017 Total = 15 Issued

July 2018 Total = 15 Issued

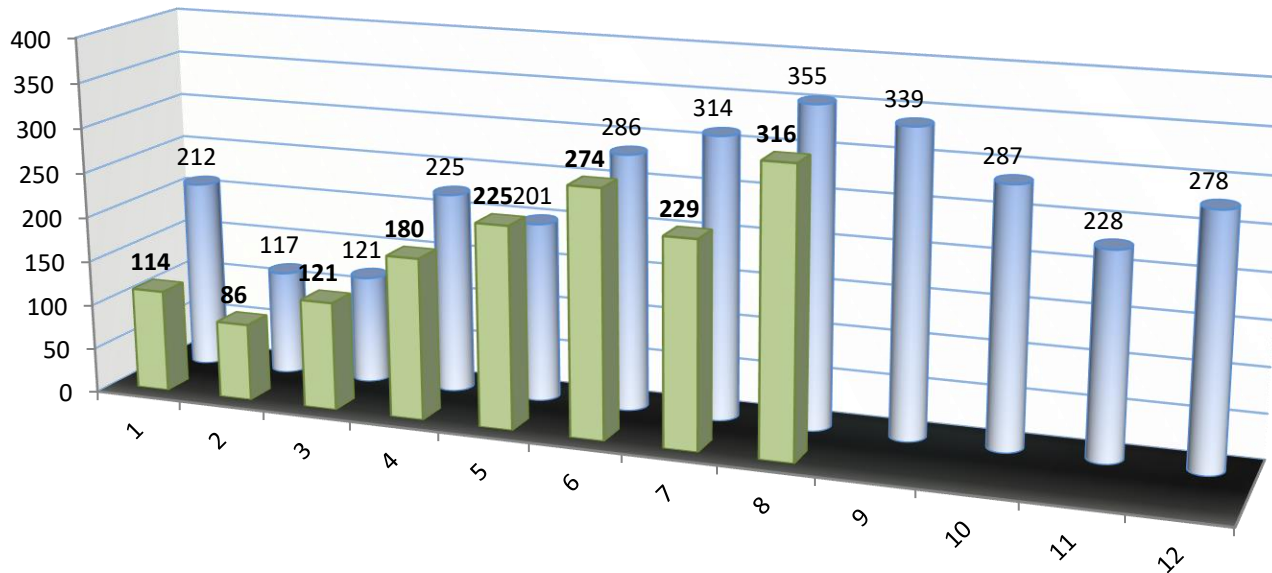
Moving Permit Comparison Chart

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July 2017 Total = 355 Issued

July 2018 Total = 316 Issued



Access Status Log

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

County of Kane

Projects from: 7/1/2016 to 7/31/2018

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

8/1/2018 10:38:19 AM

PLTA20170000628	Agricultural	Keslinger Rd	Forest Preserve District of Kane County				Open
PLTA20170000738	Special Use Highway Event		Pumpkin Pedal Bike for Special Olympics	09/14/2016			Open
PLTA20170000790	Utility KDOT Project	Longmeadow Pky	Comed				Open
PLTA20170000802	Major Access	Plato Rd	Central Community Unit School District 301				Open
PLTA20170000863	Utility Modif or New Const	Tanner Rd	Metronet	01/22/2018	06/06/2018		Open
PLTA20170000874	Utility Modif or New Const	Kirk Rd	Metronet	12/06/2017	06/04/2018		Open
PLTA20170000931	Utility Modif or New Const	6N509 CORRON RD, ST. CHARLES, IL 60175	Comcast	11/17/2017	02/17/2018		Open
PLTA20170000980	Utility Modif or New Const	Fabyan Parkway	Nicor				Open
PLTA20180000052	Utility Modif or New Const	Silver Glen Rd	Metronet				Open
PLTA20180000053	Utility Modif or New Const		Metronet				Open
PLTA20180000168	Major Access	Kirk Rd	Lennar				Open
PLTA20180000172	Utility Modif or New Const	Kirk Rd	Nicor				Open
PLTA20180000189	Utility Modif or New Const	Bowes Road	MCImetro				Open
PLTA20180000197	Temporary Access	Big Timber Rd	Union Pacific Railroad				Open

8/1/2018 10:38:19 AM

PLTA20180000669	Utility Modif or New Const	Longmeadow Pky	ComEd			Open
PLTA20180000672	Utility Major Maintenance	W Bartlett Rd	Bluff City Materials	07/10/2018	10/10/2018	Open
PLTA20180000677	Utility Modif or New Const	Randall Rd	Vinakom			Open
PLTA20180000678	Utility Modif or New Const	Fabyan Parkway	ComEd			Open
PLTA20180000698	Utility Modif or New Const	Peck Rd	AT & T			Open
PLTA20180000701	Utility Modif or New Const	Randall Rd	ComEd			Open
PLTA20180000702	Special Use Highway Event	01N145 WATSON RD	CF Cycle for Life	05/12/2017	08/19/2017	Open
PLTA20180000717	Utility Modif or New Const	Kirk Rd	Nicor			Open
PLTA20180000718	Utility Modif or New Const	Randall Rd	AT&T			Open
PLTA20180000725	Utility Modif or New Const	Longmeadow Pky	ComEd			Open
PLTA20180000750	Utility Modif or New Const	KIRK				Open
PLTA20180000751	Special Use Highway Event	McGough Rd	Ride Like an Egyptian	08/19/2016	08/19/2017	Open
TA20060025	Access Permit	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2008	Open
TA20060025	Permit Expiration Extension	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2013	Open
TA20060025	Permit Expiration Extension	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2023	Open

8/1/2018 10:38:19 AM

TA20060025	Temp Const Access	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2018	Open
TA20060025	Access Permit	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2008	Open
TA20060025	Permit Expiration Extension	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2013	Open
TA20060025	Permit Expiration Extension	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2023	Open
TA20060025	Temp Const Access	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2018	Open
TA20080042	Major Access	Big Timber Rd	Prairie Ridge Neigh T - AA			Open
TA20080042	Major Access	Big Timber Rd: Harmony to Randall Intersecting Ran	Prairie Ridge Neigh T - AA			Open
TA20080213	Major Access	---	Royalton Preserve Subdivision			Open
TA20080213	Major Access	Main St	Royalton Preserve Subdivision			Open
TA20080213	Major Access	Main St: W County Line to Randall Intersecting Ran	Royalton Preserve Subdivision			Open
TA20090033	Right-of-Way Alteration	---	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090033	Right-of-Way Alteration	Big Timber Rd	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090033	Right-of-Way Alteration	Big Timber Rd: Harmony to Randall Intersecting Ran	Village of Hampshire Big Tim-20 Rd. Imp.			Open

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

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

8/1/2018 10:38:19 AM

PLTA20180000210	Right-of-Way Alteration	W Bartlett Rd	Nelson Testing	Open
PLTA20180000230	Major Access	Silver Glen Rd	Spectrum Acquisition South Elgin, LLC	Open
PLTA20180000283	Right-of-Way Alteration	Bliss Rd	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	Dauberman Rd	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	Main St	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	W County Line Rd	Illinois State Toll Highway Authority	Open
PLTA20180000344	Utility Modif or New Const	Randall Rd	MCI metro	Open
PLTA20180000345	Utility Modif or New Const	RANDALL	MCI Metro	Open
PLTA20180000347	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000348	Utility Modif or New Const		MCI Metro	Open
PLTA20180000357	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000418	Utility Modif or New Const	Randall Rd	MCI METRO	Open
PLTA20180000485	Utility Modif or New Const	Randall Rd	Draft Pros	Open
PLTA20180000488	Utility Modif or New Const	McLean Blvd	Metronet	Open

8/1/2018 10:38:19 AM

PLTA20180000502	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000507	Major Access	Jericho Rd	Rick Heidner Jericho & Orchard, LLC	Open
PLTA20180000544	Utility Modif or New Const	Randall Rd	Comcast	Open
PLTA20180000554	Utility Modif or New Const	Montgomery Rd	MCI Metro	Open
PLTA20180000581	Utility Modif or New Const	Kirk Rd	City of Batavia	Open
PLTA20180000609	Utility Modif or New Const	Dunham Rd	MCI Metro	Open
PLTA20180000617	Utility Modif or New Const	Randall Rd	DraftPros / MCI Metro	Open
PLTA20180000631	Utility Modif or New Const	Randall Rd	Draftpros Inc.	Open
PLTA20180000632	Utility Modif or New Const	Randall Rd	Draftpros	Open
PLTA20180000633	Utility Modif or New Const	Huntley Rd	Draftpros	Open
PLTA20180000634	Utility Modif or New Const	Huntley Rd	Draftpros	Open
PLTA20180000636	Temporary Access	Randall Rd	Spectrum Senior Living	Open
PLTA20180000637	Utility Modif or New Const	Orchard Rd	Comcast	Open
PLTA20180000657	Utility Modif or New Const	Corron Rd	ComEd	Open

8/1/2018 10:38:19 AM



Access Status Log

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

County of Kane

Projects from: 4/1/2018 to 7/31/2018

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

8/1/2018 10:44:15 AM

PLTA20170000628	Agricultural	Keslinger Rd	Forest Preserve District of Kane County				Open
PLTA20170000738	Special Use Highway Event		Pumpkin Pedal Bike for Special Olympics	09/14/2016			Open
PLTA20170000790	Utility KDOT Project	Longmeadow Pky	Comed				Open
PLTA20170000802	Major Access	Plato Rd	Central Community Unit School District 301				Open
PLTA20170000863	Utility Modif or New Const	Tanner Rd	Metronet	01/22/2018	06/06/2018		Open
PLTA20170000874	Utility Modif or New Const	Kirk Rd	Metronet	12/06/2017	06/04/2018		Open
PLTA20170000931	Utility Modif or New Const	6N509 CORRON RD, ST. CHARLES, IL 60175	Comcast	11/17/2017	02/17/2018		Open
PLTA20170000980	Utility Modif or New Const	Fabyan Parkway	Nicor				Open
PLTA20180000052	Utility Modif or New Const	Silver Glen Rd	Metronet				Open
PLTA20180000053	Utility Modif or New Const		Metronet				Open
PLTA20180000168	Major Access	Kirk Rd	Lennar				Open
PLTA20180000172	Utility Modif or New Const	Kirk Rd	Nicor				Open
PLTA20180000189	Utility Modif or New Const	Bowes Road	MCImetro				Open
PLTA20180000197	Temporary Access	Big Timber Rd	Union Pacific Railroad				Open

8/1/2018 10:44:15 AM

PLTA20180000210	Right-of-Way Alteration	W Bartlett Rd	Nelson Testing	Open
PLTA20180000230	Major Access	Silver Glen Rd	Spectrum Acquisition South Elgin, LLC	Open
PLTA20180000283	Right-of-Way Alteration	Bliss Rd	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	Dauberman Rd	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	Main St	Illinois State Toll Highway Authority	Open
PLTA20180000283	Right-of-Way Alteration	W County Line Rd	Illinois State Toll Highway Authority	Open
PLTA20180000344	Utility Modif or New Const	Randall Rd	MCImetro	Open
PLTA20180000345	Utility Modif or New Const	RANDALL	MCI Metro	Open
PLTA20180000347	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000348	Utility Modif or New Const		MCI Metro	Open
PLTA20180000357	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000418	Utility Modif or New Const	Randall Rd	MCI METRO	Open
PLTA20180000485	Utility Modif or New Const	Randall Rd	Draft Pros	Open
PLTA20180000488	Utility Modif or New Const	McLean Blvd	Metronet	Open

8/1/2018 10:44:15 AM

PLTA20180000502	Utility Modif or New Const	Randall Rd	MCI Metro	Open
PLTA20180000507	Major Access	Jericho Rd	Rick Heidner Jericho & Orchard, LLC	Open
PLTA20180000544	Utility Modif or New Const	Randall Rd	Comcast	Open
PLTA20180000554	Utility Modif or New Const	Montgomery Rd	MCI Metro	Open
PLTA20180000581	Utility Modif or New Const	Kirk Rd	City of Batavia	Open
PLTA20180000609	Utility Modif or New Const	Dunham Rd	MCI Metro	Open
PLTA20180000617	Utility Modif or New Const	Randall Rd	DraftPros / MCI Metro	Open
PLTA20180000631	Utility Modif or New Const	Randall Rd	Draftpros Inc.	Open
PLTA20180000632	Utility Modif or New Const	Randall Rd	Draftpros	Open
PLTA20180000633	Utility Modif or New Const	Huntley Rd	Draftpros	Open
PLTA20180000634	Utility Modif or New Const	Huntley Rd	Draftpros	Open
PLTA20180000636	Temporary Access	Randall Rd	Spectrum Senior Living	Open
PLTA20180000637	Utility Modif or New Const	Orchard Rd	Comcast	Open
PLTA20180000657	Utility Modif or New Const	Corron Rd	ComEd	Open

8/1/2018 10:44:15 AM

PLTA20180000669	Utility Modif or New Const	Longmeadow Pky	ComEd			Open
PLTA20180000672	Utility Major Maintenance	W Bartlett Rd	Bluff City Materials	07/10/2018	10/10/2018	Open
PLTA20180000677	Utility Modif or New Const	Randall Rd	Vinakom			Open
PLTA20180000678	Utility Modif or New Const	Fabyan Parkway	ComEd			Open
PLTA20180000698	Utility Modif or New Const	Peck Rd	AT & T			Open
PLTA20180000701	Utility Modif or New Const	Randall Rd	ComEd			Open
PLTA20180000702	Special Use Highway Event	01N145 WATSON RD	CF Cycle for Life	05/12/2017	08/19/2017	Open
PLTA20180000717	Utility Modif or New Const	Kirk Rd	Nicor			Open
PLTA20180000718	Utility Modif or New Const	Randall Rd	AT&T			Open
PLTA20180000725	Utility Modif or New Const	Longmeadow Pky	ComEd			Open
PLTA20180000750	Utility Modif or New Const	KIRK				Open
PLTA20180000751	Special Use Highway Event	McGough Rd	Ride Like an Egyptian	08/19/2016	08/19/2017	Open
TA20060025	Access Permit	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2008	Open
TA20060025	Permit Expiration Extension	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2013	Open
TA20060025	Permit Expiration Extension	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2023	Open

8/1/2018 10:44:15 AM

TA20060025	Temp Const Access	02-02-200-004	Village of Algonquin Well #15	02/03/2006	02/03/2018	Open
TA20060025	Access Permit	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2008	Open
TA20060025	Permit Expiration Extension	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2013	Open
TA20060025	Permit Expiration Extension	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2023	Open
TA20060025	Temp Const Access	HUNR1	Village of Algonquin Well #15	02/03/2006	02/03/2018	Open
TA20080042	Major Access	Big Timber Rd	Prairie Ridge Neigh T - AA			Open
TA20080042	Major Access	Big Timber Rd: Harmony to Randall Intersecting Ran	Prairie Ridge Neigh T - AA			Open
TA20080213	Major Access	---	Royalton Preserve Subdivision			Open
TA20080213	Major Access	Main St	Royalton Preserve Subdivision			Open
TA20080213	Major Access	Main St: W County Line to Randall Intersecting Ran	Royalton Preserve Subdivision			Open
TA20090033	Right-of-Way Alteration	---	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090033	Right-of-Way Alteration	Big Timber Rd	Village of Hampshire Big Tim-20 Rd. Imp.			Open
TA20090033	Right-of-Way Alteration	Big Timber Rd: Harmony to Randall Intersecting Ran	Village of Hampshire Big Tim-20 Rd. Imp.			Open

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM

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

8/1/2018 10:44:15 AM



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Agreement with J.U.L.I.E., Inc. for Underground Utility Location Services

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:

A Membership Agreement with J.U.L.I.E. is appropriate to protect the County's utilities and complies with the provisions of the Illinois Underground Utility Facilities Damage Prevention Act. Joint utility locating information for excavators, through J.U.L.I.E.'s one-call messaging service, protects underground utility facilities and provides safety of people working or living near the facilities.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN AGREEMENT WITH J.U.L.I.E., INC. FOR UNDERGROUND UTILITY LOCATION SERVICES

WHEREAS, the County of Kane, (the "County") constructs, owns, manages and maintains various underground fiber optic and electric utility facilities ("utilities") within the boundaries of Kane County; and

WHEREAS, the County desires to protect its utilities from damage associated with construction or other excavation activity, and to comply with the provisions of the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*) (the "Act"); and

WHEREAS, the County previously entered into an agreement with J.U.L.I.E., Inc. an Illinois not-for-profit corporation, ("J.U.L.I.E.") pursuant to Kane County Board Resolution 03-59 to protect the County's utilities and now desires to enter into a new agreement with J.U.L.I.E. for said purpose; and

WHEREAS, in order to protect the County's utilities and comply with the provisions of the Act, it is appropriate that the County enter into a Membership Agreement with J.U.L.I.E. , (a copy of which agreement is on file in the office of the Kane County Clerk), to provide joint utility locating information for excavators, through J.U.L.I.E.'s one-call messaging service intended to protect all underground utility facilities and to provide for the safety of people working or living near the facilities; and

WHEREAS, the anticipated annual costs for the services provided to the County through the Membership Agreement with J.U.L.I.E would be less than five thousand dollars (\$5,000) per year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board approve the Membership Agreement with J.U.L.I.E. and that the Kane County Chairman is hereby authorized to execute the Membership Agreement with J.U.L.I.E.

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?
125.800.810.70060 300.520.520.50340	Communications Equipment Software Licensing	Yes	Yes	

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 JULIE

MEMBERSHIP AGREEMENT

Agreement made this ____ day of _____, 20____, by and between JULIE, INC., an Illinois not-for-profit corporation with its principal office at 3275 Executive Drive, Joliet, IL 60431 (hereinafter the "corporation") and _____, a _____ corporation with its principal office at _____ (hereinafter called the "member").

WHEREAS, the corporation has been formed as an Illinois General Not-for-Profit Corporation to establish facilities to receive and transmit information to and from persons, firms, corporations and other entities intending to undertake activities which might interfere with or damage the facilities of members of the corporation or others and such activities to include but not be limited to excavating, drilling, blasting or otherwise disturbing the subsurface of the earth and to forward information to the members of the corporation who have facilities which might be affected by the proposed activities; and

WHEREAS, the member has such facilities and therefore wishes to become a member of the corporation:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I

1.1 The member accepts and agrees to be bound by the terms and conditions of the Articles of Incorporation, the By-Laws and the Operating Rules and Regulations of the corporation, as the same shall be in effect from time to time.

ARTICLE II

2.1 Each member shall be individually and solely responsible for taking such

action as it, in its sole discretion, may deem necessary to protect its respective underground or other facilities and to prevent interruption of its respective service to the public.

2.2 Nothing in this Agreement shall prevent any member from seeking recovery against the party (including any other member of the corporation) who caused or was responsible for the loss or damage to the member's underground or other facilities or for any other claim or injury except that the member hereby waives any right to recover against the corporation, its directors, officers and employees. It is also expressly understood that neither this Agreement nor the By-Laws is intended to, nor shall either be construed as, altering or affecting the rights and obligations of, or creating additional liability for, any member in its capacity as a supplier of utility service, whether to the corporation or any other member, or in its capacity as a licensor, licensee, franchisor or franchisee of any other member.

2.3 The directors, officers and employees of the corporation shall be indemnified by the corporation as provided for in Article XV of the By-Laws and shall not be personally liable to any member for any loss or damage incurred by any member as a result of any action or failure to act, except as a result of any action or failure to act which would preclude indemnification under said Article XV on the part of the corporation.

2.4 Each member shall be individually and solely responsible for locating and marking its own underground facilities pursuant to telecommunication notification by the corporation. Further, to the fullest extent permitted by law, each member shall indemnify the corporation and hold harmless the corporation from and against any and all damages, fines, civil penalties, lawsuits, claims, demands, liabilities, losses, costs and expenses,

including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with such member's performance of, or failure to perform, any work, obligation or service undertaken by, or imposed herein upon, such member, or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of such member, including without limitation damages, fines, civil penalties, claims, demands, liabilities, losses, costs and expenses for or on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to, or loss or destruction of, any property, or any act or omission of such member, its officers, agents or employees.

2.4.1 Where more than one member is obligated to indemnify and hold harmless the corporation pursuant to Section 2.4 above in connection with an occurrence for which indemnification and hold harmless protection is sought, such members shall provide indemnification and hold harmless protection to the corporation in the ratios set forth in Section 2.5 below.

2.4.2 Where more than one member is obligated to indemnify and hold harmless the corporation pursuant to Section 2.4 above in connection with an occurrence for which indemnification and hold harmless protection is sought and any such member fails to fulfill its obligation under Section 2.4.1, then the other members obligated to indemnify and hold harmless the corporation pursuant to Section 2.4 above shall be responsible for such obligation in the ratios set forth in Section 2.6 below, provided, such other obligated members shall have the right to pursue at law, equity and otherwise all available remedies (including but not limited to, by way of subrogation, the corporation's right to indemnification under Section 2.4 above) to enforce the obligation of the failing member

to the extent that said other obligated members have paid amounts in excess of their obligations under Section 2.4.1.

2.5. This Membership Agreement specifically recognizes and affirms that all municipal members' liability for indemnification of the directors, officers or employees of the corporation or for indemnification of any other member or officer, agent, or employee of that member is limited to claims arising as a result of the acts or omissions of the municipality or its officers, agents, or employees arising out of the operations of the municipality's underground utility facilities.

2.5.1 Further, no additional liability for a municipal member in relation to any other member with which the municipal member may have entered into a franchise agreement is hereby created by signing and entering into this Membership Agreement.

2.5.2 If any municipal member's liability for indemnification under a franchise agreement is narrower than the indemnification provisions as provided by this Membership Agreement, then the terms of the franchise agreement shall control.

2.5.3 Notwithstanding anything to the contrary contained within this Membership Agreement, the By-Laws and the Operating Rules and Regulations of JULIE, Inc., the Illinois State Statute found at 220 ILCS 50/11.5 shall be applicable and shall control the rights of JULIE, Inc. and any municipal member.

2.6 The votes of each member (determined in accordance with ARTICLE III. Members, SECTION 3. Voting Rights, of the By-Laws, and made a part of this Agreement) as of the time of the incident which is the subject matter of a claim shall be used to determine the ratios set forth in this section.

The ratio for each member shall be a fraction the numerator of which is his vote as

determined in the prior paragraph and the denominator of which is the sum of the votes of all members who are providing indemnification and hold harmless protection to the corporation. (For instance, in the prior paragraph if there are three members providing indemnification and hold harmless protection to the corporation and two are entitled to cast 50,000 votes each and one 25,000 the respective fractions would be:

$$\frac{50,000}{125,000} \quad \frac{50,000}{125,000} \quad \text{and} \quad \frac{25,000}{125,000}, \quad \text{or} \quad \frac{2}{5}, \quad \frac{2}{5}, \quad \text{and} \quad \frac{1}{5}$$

ARTICLE III

3.1 Each member shall secure and maintain in force during the term of this Agreement Comprehensive General Liability Insurance, including Contractual Liability insurance. Such insurance shall be in such form, in such amounts, and with such companies as are acceptable to the corporation and is in accordance with the standards set forth in the Operating Rules and Regulations of the corporation. A certification evidencing such insurance shall be filed with the corporation before this Membership Agreement shall become effective and shall provide evidence that the policy has been endorsed to provide thirty (30) days' notice of cancellation or change thereof. Said insurance requirements may be waived at the discretion of the corporation.

ARTICLE IV

4.1 This Agreement is made pursuant to and shall be governed by the laws of the State of Illinois applicable to agreements made and to be entirely performed within such State.

4.2 In the event that any provision of this Agreement or the application of such provision to any party or circumstance, shall be held to be invalid or unenforceable, the

remainder of this Agreement, or the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.3 No waiver at any time by any party hereto of its rights with respect to any other party, or with respect to any other matter arising in connection with this Agreement, shall be considered a waiver with respect to any other default or matter.

4.4 Any amendment to this Agreement shall be in writing and shall be made by a change in the Articles of Incorporation or By-Laws of the corporation.

4.5 Except as otherwise provided, this Agreement shall be effective as of the day and year first above written. Subject to the provisions of Section 4.6, this Agreement may be terminated by any member after the effective date hereof by thirty days written notice to the corporation and each member.

4.6 No termination of this Agreement, shall discharge the member of (1) any obligation it owes any other party indemnified herein by reason of any transaction, loss, cost, damage, expense or liability or, (2) any other obligation under this Agreement including but not limited to the obligation to pay its bills from the corporation, which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination, whether the same be known or unknown at the time of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

<u>JULIE, INC.</u>	
ATTEST:	JULIE, INC.
_____	BY: _____
WITNESS	PRESIDENT
JULIE, INC., FEDERAL TAX IDENTIFICATION NO.: 36-2944012	

<u>MUNICIPAL MEMBER</u>	
ATTEST:	MUNICIPAL MEMBER
_____	BY: _____
WITNESS	Its: _____
	(Your Title)
YOUR FEDERAL TAX IDENTIFICATION NO.: _____	

**Project Implementation Report
Monthly Report –August 21, 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 September 2018.
2. Longmeadow Parkway (Section B-2) White Chapel to E/O IL 31 - Crews continue placing soil and grading the Raging Buffalo site and the areas adjacent to IL 31. Storm sewer installation and utility relocation is ongoing. Mass grading and earthwork on the project will continue throughout the year. Anticipated completion is November 2019.
3. Longmeadow Parkway (Section D) - E/O IL 25 to IL 62 and along IL 62 – Utility relocation along IL Rte. 62 is wrapping up. Storm sewer work is complete and crews are focusing on placing new pavement on Longmeadow Parkway, which will continue for the next few weeks. Other tasks will begin as weather and project conditions improve. Anticipated completion is June 2019.
4. West County Line Road over Union Ditch #3 Bridge Replacement – Contractor has recently placed the bridge deck and is working on the approach slabs and roadway embankment. Completion for this new bridge is anticipated in September 2018.

Design Highlights

- Longmeadow Parkway Bridge Corridor Section C from east of IL 31 to east of IL 25 and the new Fox River Bridge – Phase II Engineering, toll bridge studies and ROW acquisition continue (4 parcels remain). Portions of Section C will go to construction upon the completion of ROW acquisition, design engineering and the toll bridge studies, as necessary.
- Bliss Road/Fabyan Parkway/Main Street Road – Phase II Engineering is underway.
- Bunker Road Extension – Keslinger Road to LaFox Road – Phase II Engineering and ROW acquisition are ongoing.
- Dauberman Road Extension – Granart Road to US 30 - Phase I Engineering is nearing completion and the locally-funded portion of Phase II Engineering has started.
- Fabyan Parkway at Kirk Road – Phase II Engineering is nearing completion and ROW acquisition is ongoing.
- Kirk Road over UP RR, Metra & Tyler Creek – Phase I Engineering is ongoing.
- Main Street Road over Blackberry Creek & at IL 47 – IDOT is the lead agency for the ongoing Phase II Engineering and ROW acquisition.
- Randall Road at Weld Road/US 20 – Phase II Engineering is ongoing.
- Randall Road – Huntley Road to Big Timber Road Adaptive Signal Control – Phase II Engineering is ongoing.
- Stearns Road Stage 5A at Randall Road/McDonald Road – Phase II Engineering is ongoing.
- Various Engineering Projects – There are over 56 active projects in various stages of completion. Please contact our office if you have a question on the status of another project.

Attachments: None

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

KANE COUNTY DIVISION OF TRANSPORTATION

2018 CONSTRUCTION
PROJECT UPDATE
August Transportation Committee



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



Flaggers control traffic as scrapers and quarry trucks move dirt from west to east, while utility relocation and sewer installation continues on the project on LMP Section B-2



Earthmoving operations at the Raging Buffalo site continue on the LMP Section B-2 project



Crews set forms and pour a small section of the new pavement for new Longmeadow Parkway on the LMP Section D - IL 25 to IL 62 project



Bridge crews set reinforcement bars, pump concrete to the deck and use a paving machine to strike off the deck on the new bridge for the West County Line Rd over Union Ditch #3 Bridge Replacement project



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Contract for Construction with Areatha Construction Company, Inc. of Streamwood, Illinois for Kirk Road over UPRR Bridge Deck Repairs, Kane County Section No. 18-00192-06-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$199,795.40
If not budgeted, explain funding source: N/A	

Summary:

On August 7, 2018, 8 bids were opened at the Kane County Division of Transportation for the above-mentioned project to patch portions of the concrete pavement on Kirk Road over Reed Road & the UPRR located approximately 0.2 miles south of Illinois Route 38 in Kane County. The lowest qualified corrected bid of \$199,795.40, by Areatha Construction Company, Inc. of Schaumburg, was 42.95% under the engineer's estimate of \$350,100.00. This project is funded entirely with local funds. Staff recommends award of this contract.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING CONTRACT FOR CONSTRUCTION WITH AREATHA CONSTRUCTION COMPANY, INC. OF STREAMWOOD, ILLINOIS FOR KIRK ROAD OVER UPRR BRIDGE DECK REPAIRS, KANE COUNTY SECTION NO. 18-00192-06-BR

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

KANE COUNTY SECTION NO. 18-00192-06-BR
KIRK ROAD OVER UPRR BRIDGE DECK REPAIRS
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

AREATHA CONSTRUCTION COMPANY, INC. OF STREAMWOOD, ILLINOIS
With a low bid of
\$199,795.40

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 One Hundred Ninety Nine Thousand Seven Hundred Ninety Five and 40/100 (\$199,795.40) from Local Option Fund #304, Line Item #52040 (Repairs and Maintenance - Bridges) to pay for the Project.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.52040	Repairs and Maintenance - Bridges	Yes	Yes	

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 KirkoverUPRR

**AREATHA
CONSTRUCTION
COMPANY, INC.**

410 EAST NORTH AVENUE
STREAMWOOD, ILLINOIS 60107
OFFICE (630) 830-9853
FAX (630) 830-9856
E-MAIL AREATHACONSTCO@SBCGLOBAL.NET

August 8, 2018

Kane County Department of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175

Attention: Dave Boesch

Ref: Kirk Road over UPRR Bridge Deck Repairs
Section: 18-00192-06-BR

Dear Mr. Boesch:

Areatha Construction Co., Inc. and its agents have no interest in lobbyists, agents or representatives of Kane County employees or officials in relation to the above-mentioned contract. Areatha Construction Co., Inc. has not donated to any Kane County elected official, campaign, or to any office the contract to be awarded will benefit.

The individuals named below have an interest in Areatha Construction Co., Inc. in terms of ownership or distributive income shares in excess of 5%.

Sam Batey - President owning 30%
16629 Woodlawn East Avenue
South Holland, Illinois 60473


Raj Patel - Vice President/Secretary owning 50%
4N446 Medinah Road
Addison, Illinois 60101

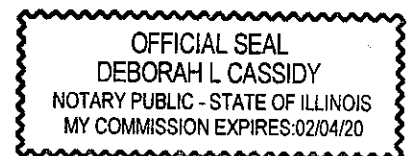
Duaine Batey - Shareholder owning 10%
591 Manistee
Calumet City, Illinois 60409

Darrell Batey - Shareholder owning 10%
13821 Halsted
Riverdale, Illinois 60827

If any additional information is needed, please feel free to contact me.

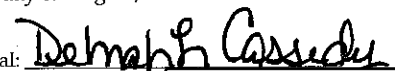
Warm regards,


Raj Patel
Vice President



Subscribed and sworn before me
this 8th day of August, 2018.

Notary Signature and Seal:



KANE COUNTY

DIVISION of TRANSPORTATION

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

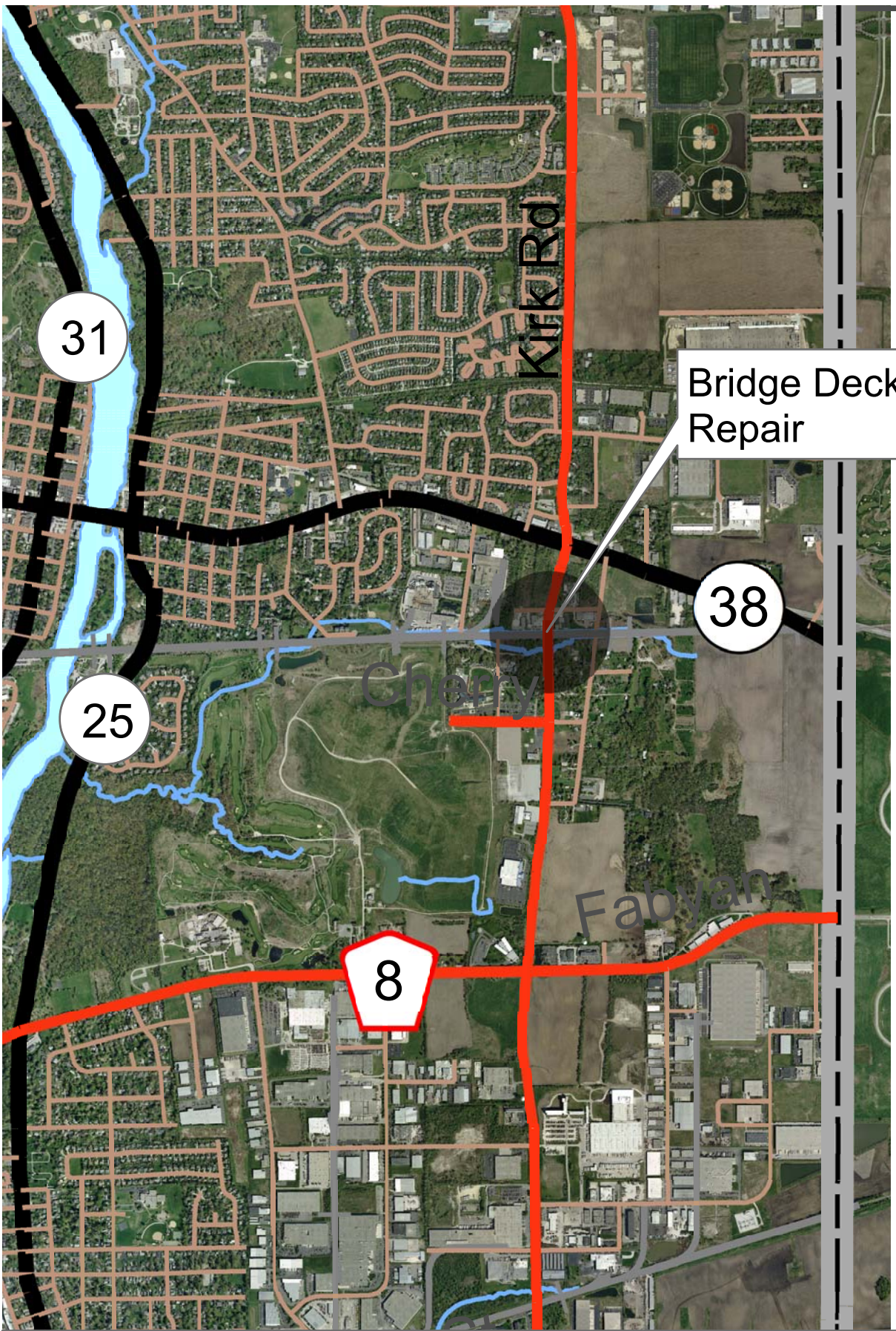
41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265



AUGUST 7, 2018 BID OPENING

KANE COUNTY SECTION SEC. #18-00192-06-BR NON-MFT KIRK ROAD OVER UPRR BRIDGE DECK REPAIRS

<u>BIDDER</u>	<u>AS READ BID</u>	<u>CORRECTED</u>
<u>AREATHA</u>	<u>\$218,027.40</u>	<u>\$199,795.40</u>
<u>ALLIANCE</u>	<u>\$352,620.00</u>	
<u>ERA – V</u>	<u>\$291,633.00</u>	
<u>LORIG</u>	<u>\$353,562.50</u>	
<u>MARTAM</u>	<u>\$482,540.00</u>	
<u>MYS</u>	<u>\$349,170.00</u>	
<u>PATH CONSTRUCTION</u>	<u>\$387,465.00</u>	
<u>SJOSTROM</u>	<u>\$308,615.41</u>	<u>\$279,485.55</u>

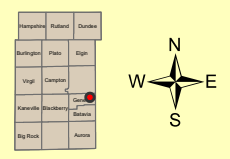
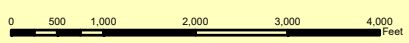


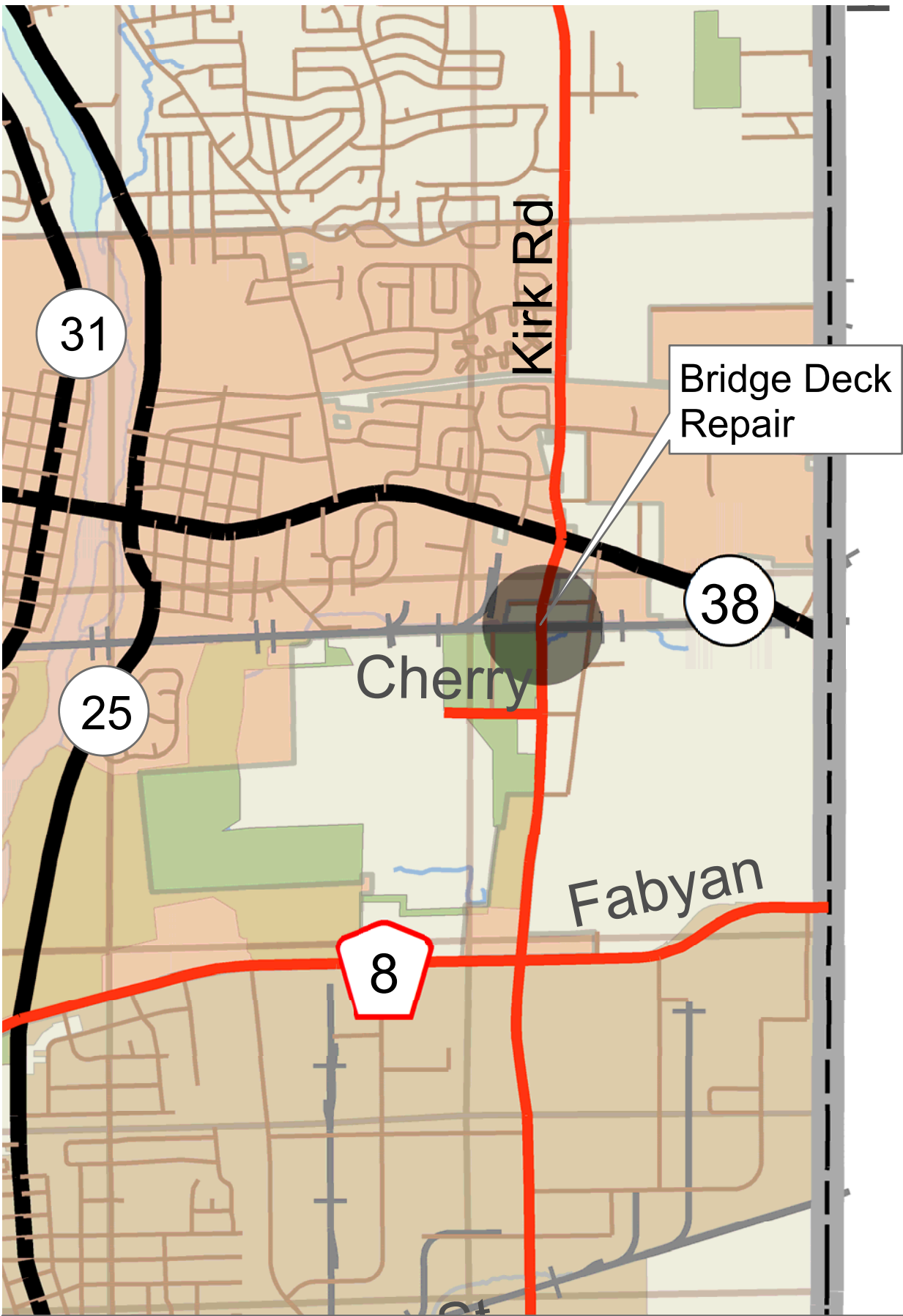
Bridge Deck Repair

Legend

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

Section Number 18-00192-06-BR
 Kirk Road over Union Pacific Railroad
 Bridge Deck Repair

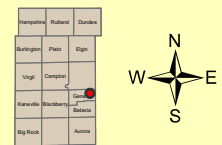
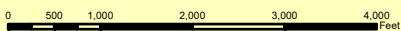




Legend

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

Section Number 18-00192-06-BR
 Kirk Road over Union Pacific Railroad
 Bridge Deck Repair





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: \$63,800.00
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 the right of way required to complete the project for a total amount of \$127,600. 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 \$63,800.

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 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 \$120,033.25 as its estimated cost share for Phase II Engineering , (right of way acquisition) for the Project; and

WHEREAS, the City has acquired the right of way required to complete the Project in the amount of One Hundred Twenty Seven Thousand Six Hundred Dollars \$127,600.00; and

WHEREAS, the County's portion of the estimated cost of the right of way acquisition is not to exceed the amount of \$63,800.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the sum of Sixty Three Thousand Eight Hundred Dollars (\$63,800) from the South Impact Fees Fund #560, Line Item #74010 (Highway Right of Way) for the right of way acquisition cost of 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 September 11, 2018.

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

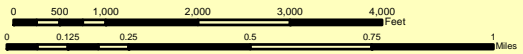
Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

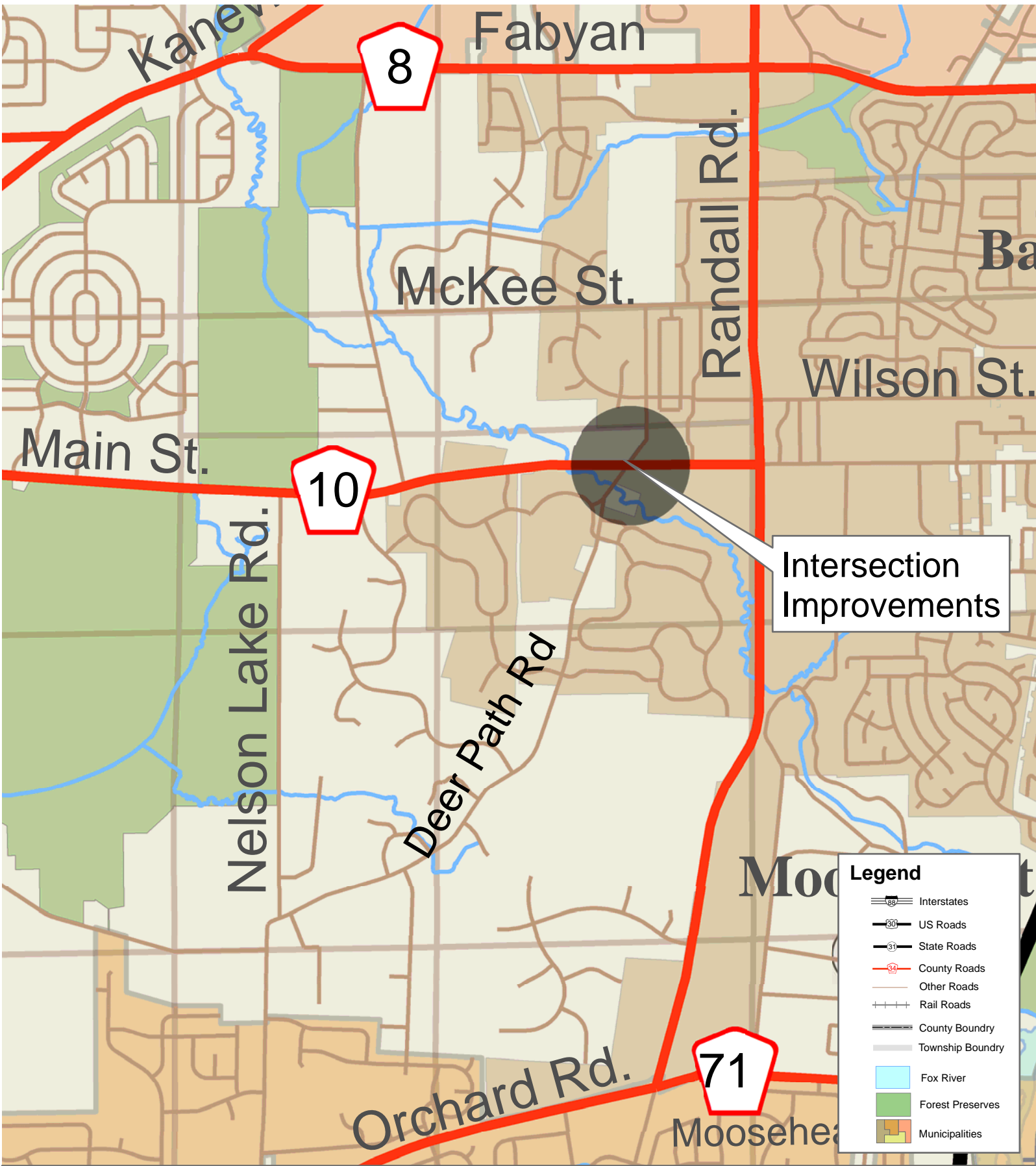
Vote:

18-09 MainDrpthAppr



Main Street Road at Deerpath Road



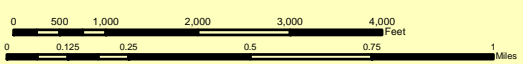


Intersection Improvements

Legend

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

Main Street Road at Deerpath Road





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Phase I/II Engineering Services Agreement with Peralte-Clark, LLC. of Inverness, Illinois for Fabyan Parkway and IL Route 31, Orchard Road South Safety Improvements, Kane County Section No. 18-00493-00-SP

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$214,113.00
If not budgeted, explain funding source: N/A	

Summary:

The proposed work consists of Phase I/Phase II Design Engineering services for safety improvements to the intersection of Fabyan Parkway and Route 31, as well as Orchard Road, from just south of Jericho Road to just north of US 30. The work will include:

- Data Collection
- Field Surveys
- Conceptual Design
- Environmental Studies
- Geotechnical Investigations and Reports
- Plans, Specifications and Quantities

Staff completed the consultant selection process and has negotiated a locally funded contract with Peralte-Clark for Phase I/Phase II Design Engineering Services for an amount not to exceed \$214,113.00. 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 PERALTE-CLARK, LLC. OF INVERNESS, ILLINOIS FOR FABYAN PARKWAY AND IL ROUTE 31, ORCHARD ROAD SOUTH SAFETY IMPROVEMENTS, KANE COUNTY SECTION NO. 18-00493-00-SP

WHEREAS, Phase I/II Engineering services are required for the Fabyan Parkway at IL Route 31 intersection, and Orchard Road from Jericho Road to US 30 South Safety Improvements (herein referred to as the "Improvement"); and

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

WHEREAS, Peralte-Clark, LLC., 1601 W. Colonial Pkwy., Inverness, IL 60067 has experience and professional expertise in Phase I/II Engineering and is willing to perform the required services for an amount not to exceed Two Hundred Fourteen Thousand One Hundred Thirteen Dollars (\$214,113.00) as set forth in 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 County of Kane enter into a Phase I/II Engineering services agreement with Peralte-Clark, LLC for the improvement and that the Chairman thereof is hereby authorized to execute a Phase I/II Engineering services agreement with Peralte-Clark, LLC, for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Two Hundred Fourteen Thousand One Hundred Thirteen Dollars (\$214,113.00) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said Phase I/II Engineering services for the Improvement.

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

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 Fbyn31OrchrdSthPC

**AGREEMENT WITH PERALTE-CLARKE, LLC. FOR DESIGN ENGINEERING
SERVICES
SAFETY IMPROVEMENTS - FABYAN PARKWAY AT ROUTE 31, AND ORCHARD
ROAD SOUTH (SOUTH OF JERICHO ROAD TO NORTH OF ROUTE 30)
NO. 18-00493-00-SP**

PURCHASE ORDER #2018-XXX

This Agreement made this 11th day of September 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, PERALTE-CLARKE, LLC., an Illinois limited liability company and an Illinois licensed professional engineering firm with offices at 171 West Wing Street, Suite 204B, Arlington Heights, Illinois, 60005-5803 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

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

WHEREAS, the COUNTY desires to improve the intersection of Kane County Highway No. 8, (Fabyan Parkway) at Illinois Route 31, as well as Orchard Road, from south of Jericho Road to north of Route 30, (hereinafter referred to as the "Project"); and

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

WHEREAS, the CONSULTANT has experience and professional expertise in design engineering services and is willing to perform said services for the Project in an amount not to exceed Two Hundred Fourteen Thousand One Hundred and Thirteen Dollars (\$214,113.00); 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 Two Hundred Fourteen Thousand One Hundred and Thirteen Dollars (\$214,113.00)
- 6.7 For payments due the Consultant by the COUNTY, the CONSULTANT shall use the COUNTY'S Automatic Clearing House (ACH) payment program. The Consultant shall complete the ACH vendor agreement provided at the following link:

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

7.0 DELIVERABLES.

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

9.0 INDEMNIFICATION.

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

10.0 SATISFACTORY PERFORMANCE.

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

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

11.0 CONFLICT OF INTEREST.

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

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

12.0 OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

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

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT.

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

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

B. December 31, 2021.

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

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

16.0 TERMINATION ON WRITTEN NOTICE.

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

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

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

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

17.0 ENTIRE AGREEMENT.

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

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

18.0 NON-ASSIGNMENT.

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

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICE.

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

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

PERALTE-CLARK LLC.
171 West Wing Street, Suite 204B
Arlington Heights, Illinois, 60005-5803
Attn.: Jean-Alix Peralte, President

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

COUNTY OF KANE

PERALTE-CLARK LLC.

CHRISTOPHER J. LAUZEN
CHAIRMAN, KANE COUNTY BOARD

JEAN-ALIX PERALTE
PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

(seal)

Attachment A

Kane County Division of Transportation (KDOT) Safety Improvements to Fabyan Parkway at Route 31 and Orchard Road South (South of Jericho Road to North of Route 30) (18-00493-00-SP)

Phase I/II Engineering Scope of Work

This project includes the preparation of a Phase I Project Report (Project Report) and Phase II Plans, Specifications and Estimates (PS&E) for various safety improvements projects in Kane County as part of the 2018 Highway Safety Improvement Program. As a part of this work, traffic signal improvements are anticipated at the following intersections within the County:

- Orchard Road at Aucutt Road – Montgomery, Illinois
- Orchard Road at Rochester Road – Montgomery, Illinois
- Fabyan Parkway at Illinois Route 31 – Batavia, Illinois

This project is anticipated to include improvements to address safety concerns at each location. Capacity improvements and significant signal phasing or timing changes at these intersections which would trigger the need for an Intersection Design Study (IDS) are not anticipated. Since the project needs to maintain eligibility for federal funding, coordination and approvals through the IDOT District One Bureau of Local Roads will be required. This project will likely not involve the potential for unusual circumstances; hence, the preparation of a State Approved Categorical Exclusion (formerly CE I) Phase I report is anticipated. This report can be approved by IDOT on behalf of the FHWA. No separate review or approval of such “State Approved CEs” by FHWA is required. The preparation of Phase II PS&E for this project will conform to IDOT BDE requirements and are anticipated to be let by IDOT on behalf of Kane County.

The project limits are anticipated to be as follows:

Orchard Road Corridor

The limit of improvements along the Orchard Road Corridor includes systemic safety improvements to Orchard Road from just south of Jericho Road to just north of Route 30. The safety improvements to be installed will consist of the installation of flashing yellow arrows at the intersection of Orchard Road and Aucutt Road and Orchard Road and Rochester Road, and wet reflective pavement markings within the project limits. Signal head adjustments will also be included to ensure placement within the center of the travel lanes.

Fabyan Parkway at Illinois Route 31 Intersection

The work at this intersection will include adjustments of the signal head locations to center them over each lane, installation of a flashing yellow left turning arrows, installation of advanced

Attachment A

warning flashers, and the installation of the dilemma zone detection system at the intersection. Special consideration will be required in the design of the dilemma zone detection system along Fabyan Parkway, an existing coordinated route. Peralte-Clark will work with KDOT to establish the desired operation and coordination of the dilemma zone detection system and signal controller. In addition to traffic signal improvements, pedestrian safety improvements at the intersection will be analyzed. Scope for survey, geotechnical investigations and design have been estimated on the assumption that ADA improvements at the intersection will be completed as well as excavation for traffic signal and controller foundations will be required. Work is anticipated to be minimized on the Fabyan Parkway legs of the intersection, work related to the IL 31 approaches is non-participatory for funding.

For Orchard Road, the limits of improvements are anticipated to be confined within the Orchard Road right-of-way, between the intersection of Jericho Road and Orchard Road and Route 30 and Orchard Road for a total distance of approximately 1.5 miles. Project limits will extend 300 feet upstream of the stop bar on the east approaches at Aucutt Road and Rochester Road. For the Fabyan Parkway at IL Route 31 intersection, project limits are also anticipated to be confined within the right-of-way and extend 300 feet upstream of the stop bars on Route 31 and 800 feet upstream from the stop bars on Fabyan Parkway for the potential installation of the advanced warning wig-wag flasher devices. The placement of advanced warning signage on the Fabyan Road bridge over the Fox River is anticipated as part of this project.

The Phase I Project Report for this project will follow federal project development procedures to ensure eligibility for federal funding as part of project development after completion of the Phase I Study. On this basis, project development will be coordinated with the Illinois Department of Transportation - Bureau of Local Roads and Streets (IDOT-BLRS) and the Federal Highway Administration (FHWA) for reviews and for Phase I Design Approval.

It is anticipated that Phase I Engineering will be documented via a Phase I Engineering Report and the approved Categorical Exclusion (IDOT BLR 19100 – State Approved CE).

The following describes the individual work tasks included in the overall scope of work for this Phase I/II project.

Phase I

Task 1 - Data Collection, Compilation, Review and Evaluation

This task includes obtaining all pertinent data required to proceed with the Phase I Report. Coordination will occur with KDOT, IDOT, the City of Batavia, the City of Geneva, Village of Montgomery, and all other agencies necessary to obtain base data for the project area, including but not necessarily limited to the following information:

- Record roadway and traffic signal plans, including previous studies/reports, and contract plans for past Orchard Road and Fabyan and Illinois 31 projects near these project limits.

Attachment A

- Recorded centerline and right-of-way plans for roadways included within project limits.
- Available traffic data.
- Available crash data.
- Available survey data and control data for tying to Kane County LiDAR mapping.
- Existing and proposed land use and zoning maps, including School Districts, Park Districts, Forest Preserve Districts, Sanitary/Drainage Districts, and Bike/Pedestrian plans as pertinent/available.
- Soils and geological information.
- Public and private utility plans (Peralte-Clark will work with the KDOT utility coordinator to obtain this information).
- Public Service routes including Bus, Mail, and Emergency Services.

Peralte-Clark will coordinate with the Kane County to obtain available GIS data for the study area, including aerial photography, LiDAR contour mapping, environmental resources, property lines, roadway names, etc.

Peralte-Clark will determine existing facility deficiencies based on information gathered and prepare exhibits of the data collected as appropriate for other project tasks. Included in the existing facilities analysis is a determination of the existing pedestrian facilities at the Fabyan Parkway and Route 31 intersection for ADA compliance.

Using information obtained in this task, Peralte-Clark will prepare an Environmental Survey Request (ESR) for electronic submittal to IDOT BLR. The ESR submittal will include the completion of the required application form and transmittal of aerial drawings with the ESR limits clearly noted on the plans. This information will be submitted in anticipation of obtaining required Phase I environmental clearances on this project through IDOT BLR.

Specific work items under this task will include:

- Initial project field review(s).
- Project data collection including contact/meetings with key project stakeholders.
- Coordination to obtain base project mapping data (LiDAR) and Kane County GIS data.
- Review, analyze, and catalog project data.
- Determine existing facility deficiencies.
- Preparation and submittal of Environmental Survey Request (ESR)

Task 2 - Topographic Survey

The survey work for this project will be prepared by Tecma Associates, Inc., as a subconsultant.

This task includes completion of topographic surveys within the established project limits. Since geometric roadway improvements are not anticipated as part of the Orchard Road project, topographic survey will be limited to the pickup of traffic signal equipment locations, base

Attachment A

roadway geometry and features within the right-of-way. At the intersection of IL Route 31 and Fabyan Parkway, an ADA survey will be performed at the SE, SW and NW corners of the intersection. The survey will be obtained to satisfy requirements for the completion of both Phase I and Phase II Engineering Services.

On this basis, Tecma Associates, Inc. will perform the following survey tasks in accordance with applicable Kane County Survey Procedures:

Horizontal Control: Utilizing state plane coordinates, Tecma Associates, Inc. will set recoverable primary control utilizing GPS and total station equipment.

Vertical Control: Tecma Associates, Inc. will be allowed to establish vertical control (NAVD88) utilizing GPS and the nearest NGS vertical monuments. A level circuit within the above identified survey limits will be run to establish benchmarks and assign elevations to the horizontal control points.

Existing Right-of-Way: Tecma Associates, Inc. will establish the approximate existing right-of-way within the identified survey limits, based on monumentation found in the field, and based on available plats of highways, subdivision plats and any other available information.

Orchard Road

Topographic Survey: Tecma Associates, Inc. will field locate all pavements, driveways, curb and gutters, pavement markings, and traffic signal equipment. The location of signs, drainage structures, driveway culverts, cross road culverts, roadway and driveway cross sections and other planimetric features within the noted limits will not be obtained.

Utility Survey: Since no excavation or geometric improvements within the Orchard Road corridor are anticipated, the survey of storm, sanitary and any underground utilities including water main, gas, electric, cable, etc. will not be located. Peralte-Clark will work with the KDOT Utility Coordinator to retrieve existing utility plans and to determine if any JULIE locates will be required for the Phase I Study.

Fabyan Parkway

Topographic Survey: Tecma Associates, Inc. will field locate all pavements, driveways, curb and gutters, pavement markings, traffic signal equipment, bridge structures, bridge abutments and pier locations, signs, drainage structures, driveway culverts, cross road culverts, and other planimetric features within the noted limits. Cross sections will not be obtained.

Utility Survey: Since potential excavation and sidewalk/ADA improvements are anticipated, visible storm and sanitary sewers will be surveyed to determine rim and invert elevations, pipe sizes and directions. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. Peralte-Clark will work with the KDOT Utility Coordinator to retrieve existing utility plans

Attachment A

and to determine if any JULIE locates will be required for the Phase I Study.

Base Mapping: Tecma Associates, Inc. will compile all the above information into one base map that is representative of existing conditions for use in all Phase I and Phase II Engineering work in developing the detailed plan drawings.

Supplemental Field Survey: Tecma Associates, Inc. will perform supplement field surveys as necessary over the duration of the project to resolve conflicts such as utilities, drainage features, etc., to complete LiDAR mapping voids due to trees/brush, to pick-up any new developments/features along the corridor as required.

Specific work items under this task will include:

- Coordination with KDOT for survey right-of-entry letter.
- Coordination with KDOT Utilities Coordinator.
- Completion of topographic survey.
- Supplemental survey.

Task 3 - Crash Analysis

This task includes obtaining the last five (5) years of crash data from KDOT and IDOT including segment and intersection crash data and prepare a project crash analysis to be included in the Phase I Project Report. Peralte-Clark will prepare supplemental intersection collision diagrams if necessary within the project study area, and other exhibits as necessary to summarize the crash data.

Specific work tasks will include:

- Obtain crash data.
- Develop Crash Analysis for inclusion in the Project Report.

Task 4 - Environmental Coordination, Stakeholder Coordination, Evaluation of Project's Potential for Unusual Circumstances

The purpose of this project is for safety enhancements at the intersections. As such, the scope of this project is likely to have minimal impacts to surrounding environmental resources. This task involves analyzing any environmental impacts and determining appropriate avoidance or mitigation strategies accordingly. Subsequently, Peralte-Clark will examine the Potential for Unusual Circumstances for applicability to the project and coordinate with stakeholders to ensure the project qualifies and will be approved as a Categorical Exclusion. Any environmental commitments agreed to during this process or permits that will be required for the project will be documented in the Project Report.

Section 4(f): The Fabyan Forest Preserve is located on the east side of Fabyan Parkway. As the project is being planned to be eligible for future federally funding, Section 4(f) coordination requirements will be examined to maintain the eligibility. No impacts to 4(f) lands are anticipated as part of this project; hence, Section 4(f) consultation and approvals from IDOT and/or FHWA are not anticipated.

Attachment A

Public Involvement: Public involvement for this traffic signal safety improvement project is not anticipated. However, letters to municipalities within the project limits, informing them of the project will be developed and distributed as part of the Phase I process.

Specific items to be included are as follows:

- Documentation of potential environmental impacts and mitigation strategies.
- Documentation of coordination with stakeholders and any commitments agreed upon.
- Preparation of PESA documentation to provide to IDOT BDE.

Task 5 - Advanced Warning Flasher Sign Structure - Fox River Bridge - Concept Design

Rubinos & Mesia Engineers, Inc. will perform the following structural work for the concept design of the overhead sign structure on the Fabyan Parkway Fox River Bridge. This task includes development of drawings depicting a concept sign structure to be placed on the Fabyan Parkway bridge over the Fox River. General dimensions, anticipated method of attachment to the existing structure as well as the approximate location of the sign structure on the bridge will be noted.

Task 6 - Categorical Exclusion Group I (State Approved) Report

This task includes development of the Phase I Project Report in accordance with IDOT BLR Procedures for State Approved Categorical Exclusions and coordination with KDOT and IDOT for review/approval. This task includes development of the Report and all supporting exhibits. It is assumed that a single CE I Project Report will be prepared to address the proposed intersection improvements.

Preliminary Phase I Project Report

Peralte-Clark will prepare a complete preliminary Project Report for KDOT and IDOT review.

Specific work tasks include:

- Compile Maps, Charts, Graphs and Exhibits for the Project Report.
- Complete KDOT Provided Cost-Benefit sheets to be included in funding applications.
- Prepare complete Preliminary IDOT BLR 19100 form and submit to KDOT and IDOT for review.
- Prepare detailed 1"=50' scale plan view exhibits showing the proposed improvements within the corridor.
- Revise and resubmit Preliminary Project Report based on review comments received.

Final Phase I Project Report

Peralte-Clark will address any additional comments received from KDOT and IDOT, revise the preliminary Project Report accordingly and submit to KDOT and IDOT for Phase I Design Approval.

Specific work tasks will include:

- Revise the Project Report including maps, charts, graphs and exhibits based on outstanding review comments.

Attachment A

- Submit the final IDOT BLR 19100 form to KDOT and IDOT for Phase I Design Approval.

Phase II

Task 7 – Phase II Construction Plans, Specifications, and Cost Estimates

Upon Phase I Design Approval, Peralte-Clark will complete design efforts to assemble Construction Plans, Specifications, and Cost Estimates for installation of the improvements at the project intersections. The proposed improvements include installation of traffic signal heads with flashing left turn arrows at all three intersections, wet reflective pavement markings at the two intersections along Orchard Road, installation of a dilemma zone detection system and advanced warning flashers at the intersection of Fabyan Parkway and IL Route 31. The current pedestrian facilities at the Fabyan/IL 31 intersection appear to be non-compliant with ADA guidelines, therefore pedestrian improvements to achieve compliance have been included in the scope. Peralte-Clark will coordinate with all stakeholders, KDOT, IDOT, and potential vendors to develop a complete set of bidding documents to be let by IDOT on behalf of Kane County.

Milestone submittals to track plans progression and solicit input from stakeholders will be as follows:

- 60% Preliminary Submittal
- 95% Pre-Final Submittal
- 100% Final Submittal

Specific work tasks will include:

- Phase II drawings outlining proposed improvements including:
 - Cover Sheet
 - General Notes
 - Summary of Quantities
 - IDOT District One Traffic Signal Standard Details
 - Roadway Removal Plans
 - Roadway Improvement Plans including ADA Improvement Plans and Details
 - Pavement Marking Plans
 - Structural Improvement Plan and Details (for mounting of Advanced Warning Flashers on the Fabyan Parkway bridge). An overhead sign structure will be used with vertical supports mounted on new concrete bump outs on the outside face of both parapets.
 - Proposed Traffic Signal Modification Plans
 - Proposed Traffic Signal Cable Plans, Phase Designation Diagram and Emergency Vehicle Preemption Sequence Plans
 - Existing Interconnect Plans
 - Existing Interconnect Schematic Plans
 - Maintenance of Traffic Details (Specification of IDOT Standards Anticipated)

Attachment A

- Contract Specifications and Special Provisions
- Preparation of IDOT BLR Forms and Front-End Documents
- Engineer's Estimate of Construction Cost

Task 8 - Geotechnical Analysis

This task includes obtaining soil borings at all intersection quadrants at Fabyan Parkway at IL Route 31 for design purposes of potential traffic signal foundations installations as part of the Phase II engineering.

The scope of work includes locating and drilling four (4) roadway soil borings. The borings will be drilled to a depth of 7.5 to 10.0 feet each from the existing ground. The borings will be primarily drilled in the areas around the existing traffic signals. No pavement cores are anticipated with this scope of work.

The location of the borings will be finalized upon consultation with KDOT. The location of the borings will be adjusted based on field conditions, accessibility, and utility conflicts. We do not anticipate the closing of lanes during drilling. Traffic control signage and flaggers will be utilized as needed during drilling to ensure safety of drilling crew and traffic.

Soil sampling of the borings will be performed in general accordance AASHTO standard T 206, "Penetration Test and Split Barrel Sampling of Soils." Observation for groundwater will be made during and immediately after the completion of the drilling. After the completion of the drilling, the boreholes will be backfilled with the soil auger cuttings from the same borehole and the pavement will be patched with asphalt.

All field sampling and laboratory testing will be performed in general accordance with IDOT specifications. Laboratory testing includes moisture content tests, unconfined compressive strength tests using a pocket penetrometer on all recovered soil samples. The geotechnical report will be in general accordance with the IDOT Geotechnical Manual guidelines.

Environmental Screening: Soils samples will be screened in the field for volatile organic compounds (VOCs) using a Photoionization Detector (PID) unit to identify potential contamination. The PID reading will be included in the boring log. The geotechnical report will also include a preliminary environmental site assessment for soil waste disposal including IEPA Form 662 if the soils are found to be clean.

Specific work tasks will include:

- Obtain soil borings as required.
- Pre-field work coordination with KDOT on the boring plan, including traffic maintenance prior to field work.
- Post-field work meeting at KDOT to discuss results and report preparation.
- Screen soil samples for potential contamination.
- Perform geotechnical and analytical laboratory testing.

Attachment A

- Prepare geotechnical report in general accordance with the IDOT Geotechnical Manual guidelines.
- Prepare and sign IEPA Form 662.

Task 9 - Project Design Coordination Meetings

This task includes the organization and attendance at Regularly-Occurring Project Status / Coordination Meetings throughout the duration of the project. Team members and KDOT staff will be requested to attend these meetings to ensure the design work is moving ahead efficiently and on schedule. The preparation of meeting minutes for these coordination meetings is not anticipated. However, an action item list and log will be kept to ensure all team members are responsive and accountable for their involvement in the project.

Task 10 - Project Administration and Quality Assurance/Quality Control

This task includes overall project administration and management, as well as Quality Assurance/Quality Control (QA/QC) reviews associated with major project deliverables.

Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible.

QA/QC reviews will occur as part of major project deliverables in accordance with Peralte-Clark's established QA/QC procedures.

Specific work tasks will include:

- General project management/administration including staff resource allocation, task/schedule oversight, quality reviews, etc.
- Prepare monthly progress reports including a copy of the overall project schedule.
- Attend project status/coordination meetings with KDOT as determined to be necessary. For purposes of this proposal, six separate project status/coordination meetings with KDOT are anticipated to occur and would be attended by up to three members of the consultant team.



Attachment B

PHASE I WORKHOUR ESTIMATE

ROUTE(S): Fabyan Parkway @ Illinois Route 31

Orchard Road from South of Jericho Road to North of US 30

LOCATION: Kane County

COUNTY(S): Kane County

LENGTH OF PROJECT: 1.30 miles (Orchard), 0.50 miles (Fabyan)

JOB NUMBER: 18-00493-00-SP

P-C PROJECT NUMBER: 18-0007-01

DOCUMENTS OR SPECIAL COORDINATION AS APPLICABLE:

- Categorical Exclusion State Approved (CE I)
- Section 4(f) Evaluation
- Section 106 Statement of Effect
- Wetland Technical Report



Attachment B

			Hrs
1 Data Collection, Compilation, Review and Evaluation			
a.	Obtain and Review Data from the County (Traffic Data, Crash Data, Old Plans, Soils Geological Information, Survey Data, Existing Centerline/R.O.W., Utility Plans, LiDAR, Aerial Photos, etc.)		16
b.	Prepare Photo Log for CE 1 Report		8
c.	Field Trips to Area	2 trips @	8
d.	Basemap Preparation		40
e.	ESR Exhibit Preparation and Request		20
TOTAL WORKHOURS			100
2 Topographic Survey			
a.	Coordination with Subconsultant		4
b.	See Attached	Tecma Engineering Associates, Inc.	
TOTAL WORKHOURS			4
3 Crash Analysis			
a.	Analyze and review crash data (5 years)		16
b.	Prepare summary of collisions (spreadsheet)		36
TOTAL WORKHOURS			52
4 Env. Coordination, Stakeholder Coordination, Evaluation of Project's Potential for Unusual Circumstances			
a.	Preparation of PESA (2-3 Page Executive Summary)		24
b.	Environmental Coordination with Subconsultant		4
c.	Special Waste Screening - See Attached	Wang Engineering, Inc.	
TOTAL WORKHOURS			28
5 Advanced Warning Flasher Sign Structure - Fox River Bridge - Concept Design			
a.	Coordination with Subconsultant		6
b.	See Attached	Rubinos & Mesia Engineers, Inc.	
TOTAL WORKHOURS			6
6 Categorical Exclusion Group I (State Approved) Report			
<u>Preliminary</u>			
a.	Prepare Project Location Map, Compile Correspondence		8
b.	Prepare Draft Report		32
c.	Prepare Preliminary Cost Estimate		8
d.	Prepare 1" = 50' scale aerial exhibits showing proposed improvements (6 shts @ 8 hrs/sht)		48
e.	Print, Bind and submit copies to KDOT and IDOT BLR for review		4
f.	Revise report based on KDOT comments received; provide disposition of comments		16
g.	Print, Bind and submit copies to IDOT BLR for review		6
<u>Subtotal =</u>			<u>122</u>
<u>Final</u>			
f.	Revise Preliminary Report to Address IDOT Comments, provide disposition of comments		54
g.	Revise Exhibits, provide disposition of comments		32
h.	Print, Bind, and Submit to KDOT and IDOT BLR for approval		8
<u>Subtotal =</u>			<u>94</u>
TOTAL WORKHOURS			216
7 Project Meetings			
a.	Kane County, Team & IDOT BLR Coordination Meetings (assumes 2 people for 2 hours each, 8 mtgs.)	8 meetings @	4
TOTAL WORKHOURS			32



Attachment B

8 Project Administration and Quality Assurance / Quality Control

a. General Project Management and Administration	9 months @ hrs	5	45
b. Monthly Progress Reports / Schedule	9 months @ hrs	2	18
c. QA/QC	Percentage	4%	16
	TOTAL WORKHOURS		79

SUMMARY OF PERALTE-CLARK PHASE I WORKHOURS:

1 Data Collection, Compilation, Review and Evaluation	100
2 Topographic Survey	4
3 Crash Analysis	52
4 Env. Coordination, Stakeholder Coordination, Evaluation of Project's Potential for Unusual Circumstar	28
5 Advanced Warning Flasher Sign Structure - Fox River Bridge - Concept Design	6
6 Categorical Exclusion Group I (State Approved) Report	216
7 Project Meetings	32
8 Project Administration and Quality Assurance / Quality Control	79
Total	517

Attachment B

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Peralte-Clark, LLC
 PRIME/SUPPLEMENT Prime
 Prepared By John Clark

DATE 08/09/18
 PTB-ITEM# 188

CONTRACT TERM 18 MONTHS
 START DATE 8/1/2018
 RAISE DATE 1/1/2019
 END DATE 1/31/2020

OVERHEAD RATE 150.00%
 COMPLEXITY FACTOR 0
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2018	1/1/2019	5	27.78%
1	1/2/2019	1/1/2020	12	68.00%
2	1/2/2020	2/1/2020	1	5.78%

The total escalation = 1.56%

Attachment B

PAYROLL RATES

FIRM NAME Peralte-Clark, LLC DATE 08/09/18
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # 188

ESCALATION FACTOR 1.56%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal (A8)	\$70.00	\$71.09
Senior Manager (A7)	\$70.00	\$71.09
Project Engineer (A5)	\$45.67	\$46.38
Design Engineer (A4)	\$45.00	\$45.70
Engineering Technician (A2)	\$31.18	\$31.67

Attachment B

Subconsultants

FIRM NAME Peralte-Clark, LLC
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # 188

DATE 08/09/18

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubinos & Mesia Enginee	9,979.08	997.91
Tecma Associates, Inc.	17,155.00	1,715.50
Wang Engineering, Inc.	1,519.00	151.90
Total	28,653.08	2,865.31

Subconsultant Proposals



Attachment B

August 12, 2016



Rubinos & Mesia Engineers, Inc.

John Clark, P.E., ENV SP
Vice President
Peralte Clark, LLC
171 West Wing Street, Suite 204B
Arlington Heights, IL 60005-5803

RE: RME's Scope of Services & Man-hours for
KDOT 2018 HSIP Project

Dear Mr. Clark:

Thank you for including RME as part of your team for this project. This summarizes RME's understanding of scope of engineering services for the Phase I & II of the subject project.

RME's scope is structural design services required for the design of an overhead sign structure that will be mounted on the Fox River Bridge on Fabyan Parkway. We understand that Sign structure design will follow the IDOT sign Structure Manual, and will be mounted on new concrete bump outs that will be cast on the outside of the existing parapets of the existing bridge. Also a new conduit serving the sign will be mounted on the underside of the bridge. RME will work with the electrical engineer to provide mounting or attachment details for the conduit. Following is RME's Man-hours:

Phase I Man-hours

- Review Existing Drawings & Prepare Preliminary Sign Structure Elevation 30 Hrs
- Administration 3 Hrs
- QA/QC 3 Hrs
- Total 36 Hrs

Phase II Manhours

- Prepare Plan & Elevation for the Sign Structure and Parapet Concrete Bump outs 140 Hrs
- Administration 8 Hrs
- QA/QC 8 Hrs
- Total 156 Hrs

Please let us know if you need any additional information.

Regards,

RUBINOS & MESIA ENGINEERS, INC.



 Mohsen Farahany, S.E., P.E.
 Senior Vice President

Attachment B

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

FIRM NAME
PRIME/SUPPLEMENT

Rubinos & Mesia Engineers, Inc.

DATE 06/26/18
PTB NO. 2018 HSIP

CONTRACT TERM 18 MONTHS
START DATE 8/1/2018
RAISE DATE ANNIVERSARY

OVERHEAD RATE 111.16%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

9

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.25%

The total escalation for this project would be: 2.25%

AVERAGE HOURLY PROJECT RATES

Attachment B

FIRM
PTB
PRIME/SUPPLEMENT

Rubinos & Mesia Engineers, Inc.
2018 HSIP

DATE 06/26/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Phase I			Phase II			Administration			QA-QC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/ Sr. Project manager	70.00	21	10.94%	7.66	2	6.67%	4.67	8	5.71%	4.00	11	100.00%	70.00						
Principal/ QA-QC Manager	70.00	11	5.73%	4.01										11	100.00%	70.00			
Structural Project Engineer	64.24	42	21.88%	14.05	6	20.00%	12.85	36	25.71%	16.52									
Sr. Structural Engineer	47.98	48	25.00%	11.99	12	40.00%	19.19	36	25.71%	12.34									
Structural Engineer	43.37	24	12.50%	5.42				24	17.14%	7.44									
Sr. CADD Technician	36.89	46	23.96%	8.84	10	33.33%	12.30	36	25.71%	9.49									
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TOTALS		192	100%	\$51.97	30	100%	\$49.00	140	100%	\$49.78	11	100%	\$70.00	11	100%	\$70.00	0	0%	\$0.00

Tecma Associates, Inc.
Attachment B
 2018 HSIP
18-00493-00-SP

Project Name: 2018 HSIP
 Section Number: 18-00493-00-SP
 Date: June 22, 2018

Work Task	Project Manager	Surveyor Party Chief	Surveyor Inst. Person	CADD Operator	Administrative Assistant	Totals
<u>Phase I/Phase II Surveys</u>						
<i>General</i>						
Horizontal/Vertical Benchmark Research	8	16	16	8	8	56
Set Project Control Points (for Phase II & III)	4	24	24			52
<i>Orchard Road</i>						
Complete Intersection topo with utility structures extending 100' on each legs (5' grid)	4	40	40	16		100
Pavement Marking Survey		8	8			16
<i>Fabyan Parkway</i>						
Complete topo of Fabyan Parkway/IL 31	2	24	24	32		82
ROW to BOC survey extending 800' east and west of Fabyan Parkway (50' interval)	2	8	8			18
Bridge Abutment/Pier survey for sign location	2	8	8			18
Pick-up surveys	2	16	16			34
TOTAL MANHOURS	24	144	144	56	8	376

Attachment B

Bureau of Design and Environment
Prepared By: Consultant

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Tecma Associates, Inc.
PRIME/SUPPLEMENT 2018 HSIP
Prepared By _____

DATE 06/27/18
PTB-ITEM# 2018

CONTRACT TERM 18 MONTHS
START DATE 8/1/2018
RAISE DATE 1/1/2019

END DATE 1/31/2020

OVERHEAD RATE 72.30%
COMPLEXITY FACTOR _____
% OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2018	1/1/2019	5	27.78%
1	1/2/2019	1/1/2020	12	68.00%
2	1/2/2020	2/1/2020	1	5.78%

The total escalation = 1.56%

Attachment B

PAYROLL RATES

FIRM NAME	<u>Tecma Associates, Inc.</u>	DATE	<u>06/27/18</u>
PRIME/SUPPLEMENT	<u>2018 HSIP</u>		
PTB-ITEM #	<u>2018</u>		

ESCALATION FACTOR **1.56%**

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Manager	\$70.00	\$71.09
Surveyor Party Chief	\$52.00	\$52.81
Surveyor Instrument Persor	\$38.00	\$38.59
CADD Operator	\$36.50	\$37.07
Administrative Assistant	\$26.00	\$26.41

AVERAGE HOURLY PROJECT RATES Attachment B

FIRM Tecma Associates, Inc.
PTB-ITEM# 2018
PRIME/SUPPLEMENT 2018 HSIP

DATE 06/27/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Phase I/Phase II Surveys											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	71.09	24.0	6.38%	4.54	24	6.38%	4.54									
Surveyor Party Chief	52.81	144.0	38.30%	20.23	144	38.30%	20.23									
Surveyor Instrument Person	38.59	144.0	38.30%	14.78	144	38.30%	14.78									
CADD Operator	37.07	56.0	14.89%	5.52	56	14.89%	5.52									
Administrative Assistant	26.41	8.0	2.13%	0.56	8	2.13%	0.56									
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TOTALS		376.0	100%	\$45.63	376.0	100.00%	\$45.63	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Attachment B

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Wang Engineering, Inc.
 PRIME/SUPPLEMENT Prime
 Prepared By Corina T. Farez

DATE 06/26/18
 PTB-ITEM#

CONTRACT TERM 18 MONTHS
 START DATE 8/1/2018
 RAISE DATE 1/1/2019
 END DATE 1/31/2020

OVERHEAD RATE 146.82%
 COMPLEXITY FACTOR
 % OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2018	1/1/2019	5	27.78%
1	1/2/2019	1/1/2020	12	68.00%
2	1/2/2020	2/1/2020	1	5.78%

The total escalation = 1.56%

Attachment B

PAYROLL RATES

FIRM NAME Wang Engineering DATE 06/26/18
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # _____

ESCALATION FACT 1.56%

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

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	SCALATED RATE
Principal in Charge	\$75.00	\$76.17
Project Manager	\$62.97	\$63.95
Senior Engineer	\$62.97	\$63.95
Project Engineer/Project Geologist	\$38.42	\$39.02
Assistant Engineer/Assistant Geologist	\$26.58	\$26.99
Laboratory Technician	\$26.28	\$26.69
Administrative Assistant	\$34.60	\$35.14
QC/QA Reviewer	\$73.33	\$74.47

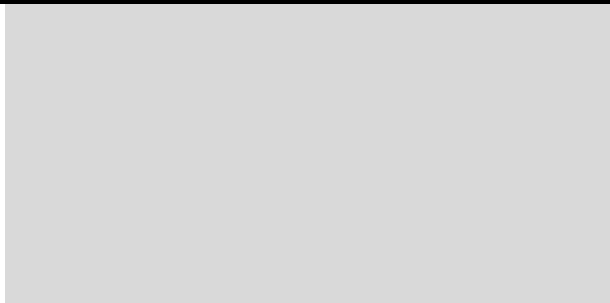
Attachment B

Subconsultants

FIRM NAME Wang Engineering, Inc.
PRIME/SUPPLEMENT Prime
PTB-ITEM # _____

DATE 06/26/18

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total 0.00 0.00

EXHIBIT "C"

PREVAILING WAGE RATES

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

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

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

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

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

Crawford, Murphy and Tilly Inc.
Company Name

Signature of Officer of Company

Title

Date

CONTRACTOR DISCLOSURE

As of August 9, 2018, Peralte-Clark, 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 Peralte-Clark, LLC:

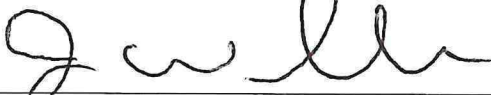
Mr. Jean-Alix Peralte
4496 Hamelton Court
Long Grove, Illinois 60047
55%

Mr. John A. Clark
385 Martin Court
Barrington, Illinois 60010
45%



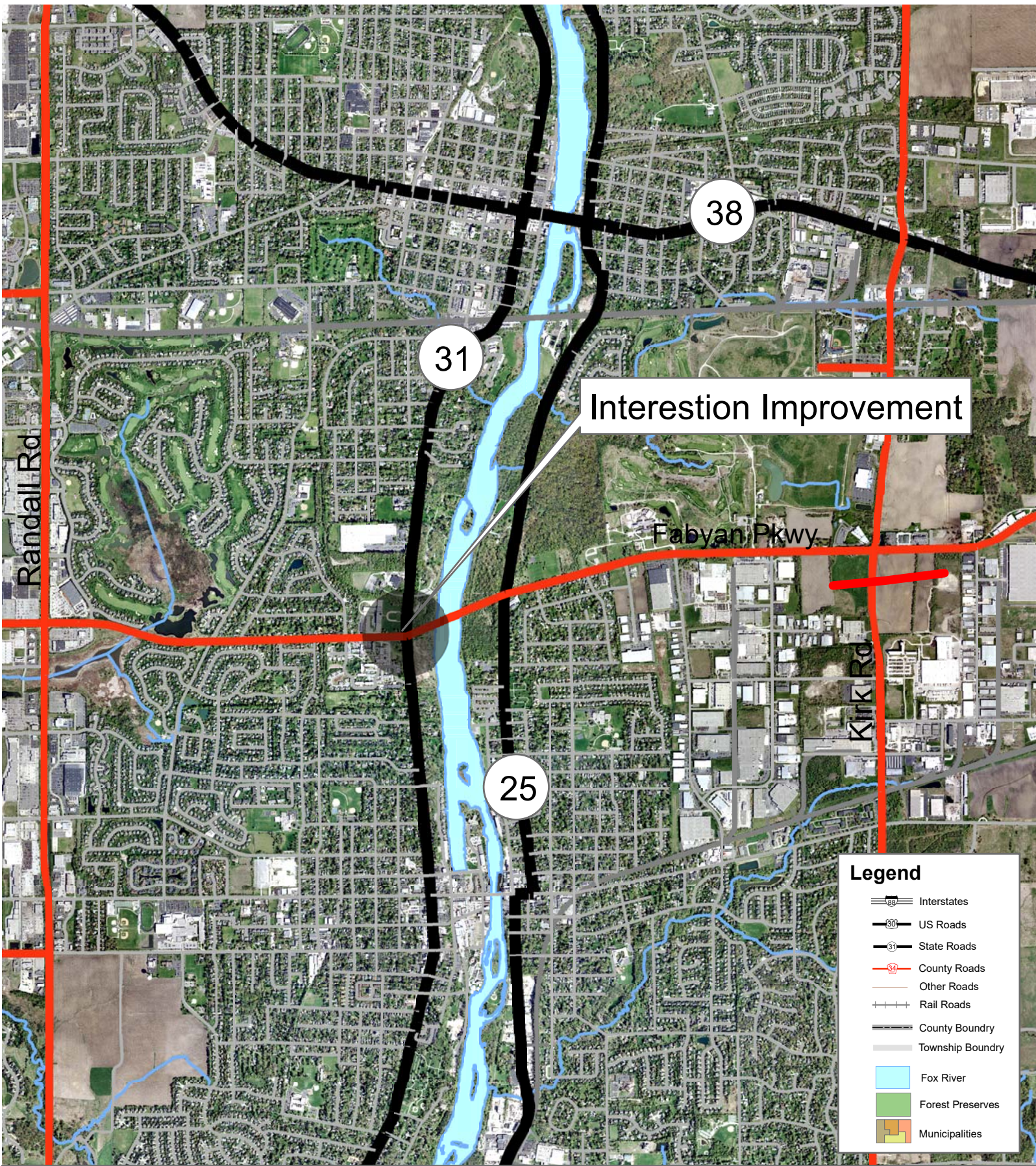
John A. Clark, P.E., ENV SP
Vice President
8/9/2018
Date

Subscribed and Sworn this 9 day of August, 2018



Notary Public





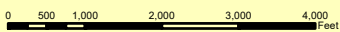
Section Number 18-00493-00-SP
 Intersection Improvement
 Fabyan Parkway at Illinois Route 31

Legend

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

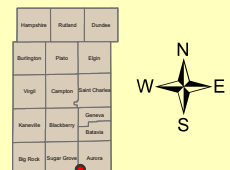
Henryville	Burland	Orland
Burlington	Paris	Elgin
Utopia	Campton	West Channahon
Kennardville	Blackberry	Carleton Place
Big Rock	Shelburne	Anna

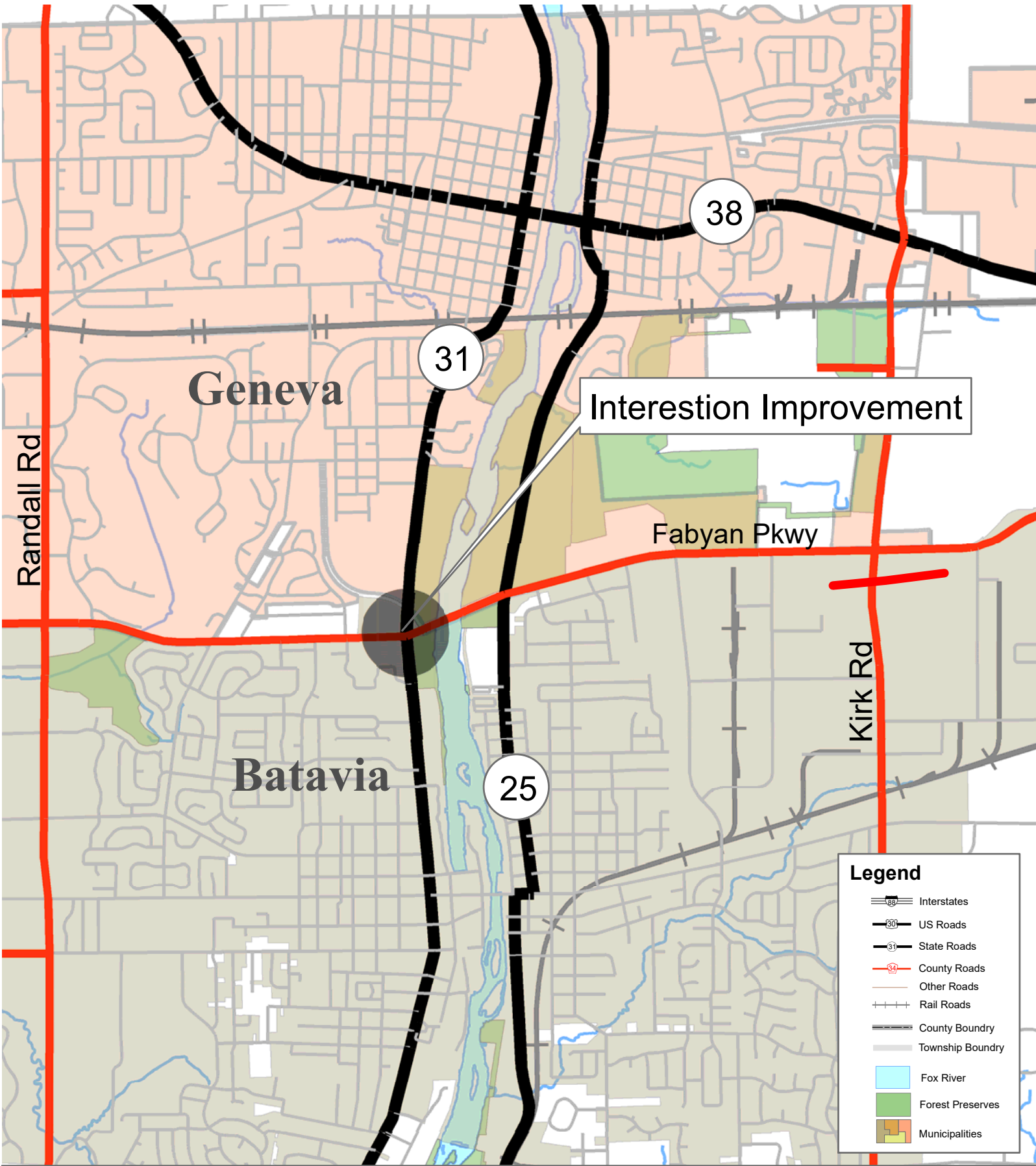
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Section Number 18-00493-00-SP
 Orchard Road - Jericho to US 30





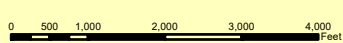
Section Number 18-00493-00-SP
 Intersection Improvement
 Fabyan Parkway at Illinois Route 31

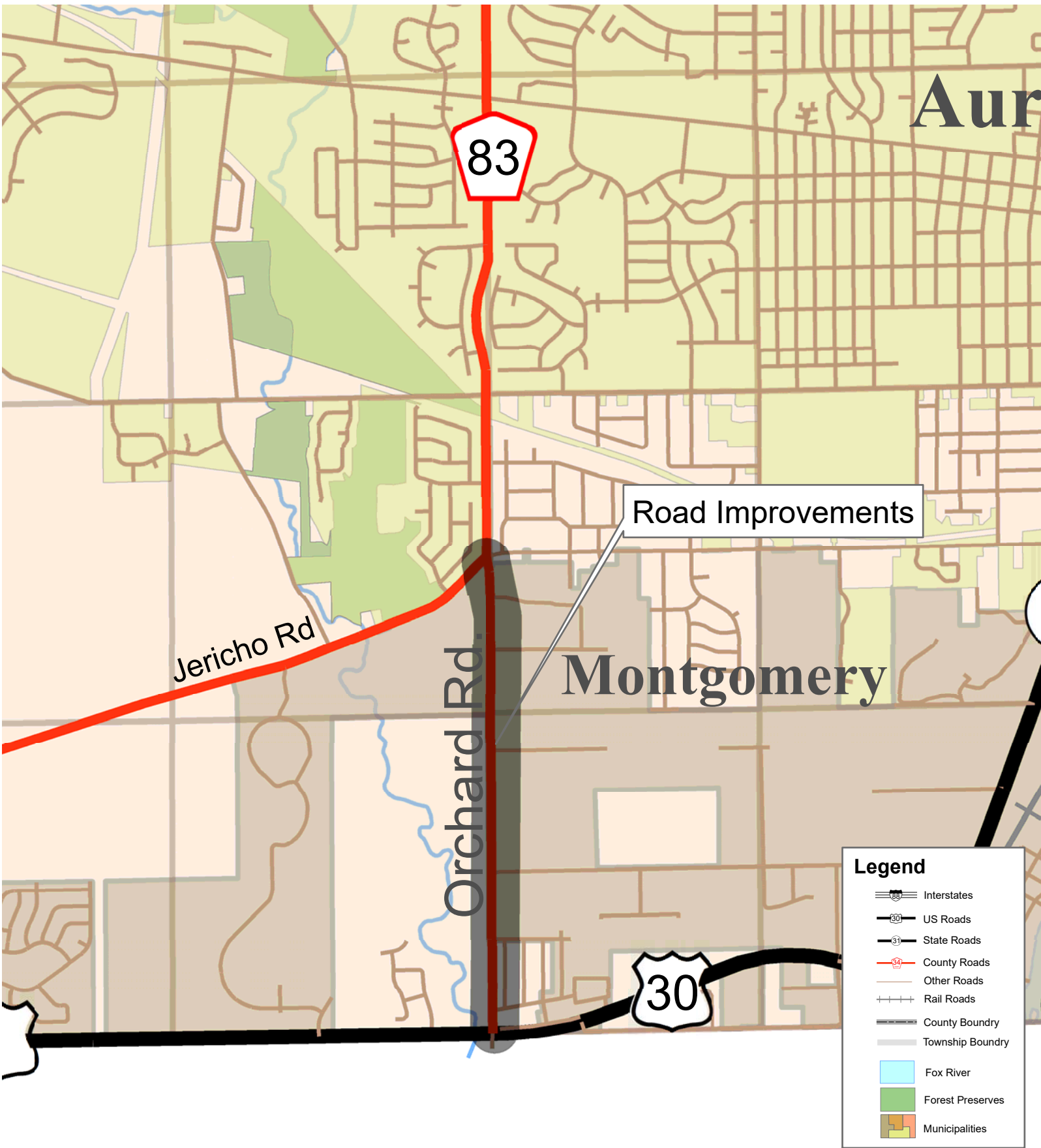
Legend

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

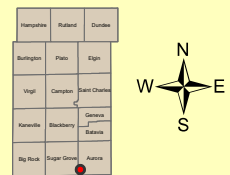
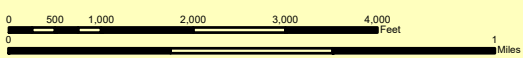
Henryville	Burland	Dundas
Burlington	Paris	Elgin
Utopia	Campton	West Channahon
Kaneville	Blackberry	Carleton Place
Big Rock	Sugar Grove	Alton

N
W E
S





Section Number 18-00493-00-SP
Orchard Road - Jericho to US 30



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RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Amended Intergovernmental Agreement with the State of Illinois for Phase III Construction for Kirk Road at Pine Street, Kane County Section No. 15-00342-01-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 amended intergovernmental agreement with IDOT that will provide for Federal reimbursement towards a portion of the Kirk Road at Pine Street intersection improvements. This project was on IDOT's June letting, but the bids came in much higher than the final engineer's estimate. The project cost has been updated and the project will be on IDOT's November letting. Because the original agreement was executed by IDOT, an amendment is necessary to reflect the new cost estimate and subsequent local participation amount.

Federal Lands Access Program (FLAP) funds will provide an estimated \$220,000 (48%) of the estimated \$456,945 total amount. The local (County) match is estimated to be \$117,040. Additional local (County) funds to complete resurfacing work within the project limits is estimated to be \$119,905, bringing the total local commitment to \$236,945. Staff recommends that a 25% contingency (\$59,237) be added for a total estimated local share of \$296,182.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN AMENDED INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR PHASE III CONSTRUCTION FOR KIRK ROAD AT PINE STREET, KANE COUNTY SECTION NO. 15-00342-01-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. 77 (Kirk Road) at Pine Street intersection improvement, (Kane County Section No. 15-00342-01-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 \$456,945; 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 \$236,945; and

WHEREAS, the County deems it prudent to include in its estimated cost for the Phase III Construction of the Improvement, a contingency of twenty five percent (\$59,237) for a total County cost participation estimate of Two Hundred Ninety Six Thousand One Hundred Eighty Two Dollars (\$296,182).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane enter into an Intergovernmental agreement with the State of Illinois through its Department of Transportation for the Phase III Construction for the Improvement and 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 therefor.


Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 KirkPineIDOT

 Illinois Department of Transportation Local Public Agency Amendment # 1 for Federal Participation	Local Public Agency County of Kane	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 15-00342-01-CH	Fund Type: FLAP	ITEP / SRTS / HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-343-16	ZGU6(917)				

This Amendment 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 have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans 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

Location Kirk Rd at Pine St Route CH77 Length 1
 Termini _____

Current Jurisdiction Kane TIP Number 09-16-0022 Existing Structure No _____

Amended Division of Cost

Type of Work	FLAP	%	%	LPA	%	Total
Participating Construction	220,000	(*)	()	117,040	(BAL)	337,040
Non-Participating Construction		()	()	119,905	()	119,905
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 220,000			\$ 236,945		\$ 456,945

*Maximum FHWA (FLAP) participation 80% not to exceed \$220,000.

Non-participating construction consists of but not limited to Kirk Road Mill/Resurfacing

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

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

ADDENDA

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

APPROVED

Local Public Agency

Christopher J. Lauzen

Name of Official (Print or Type Name)

County Board Chairman

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

(Signature)

Date

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

DUNS Number 945248565

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

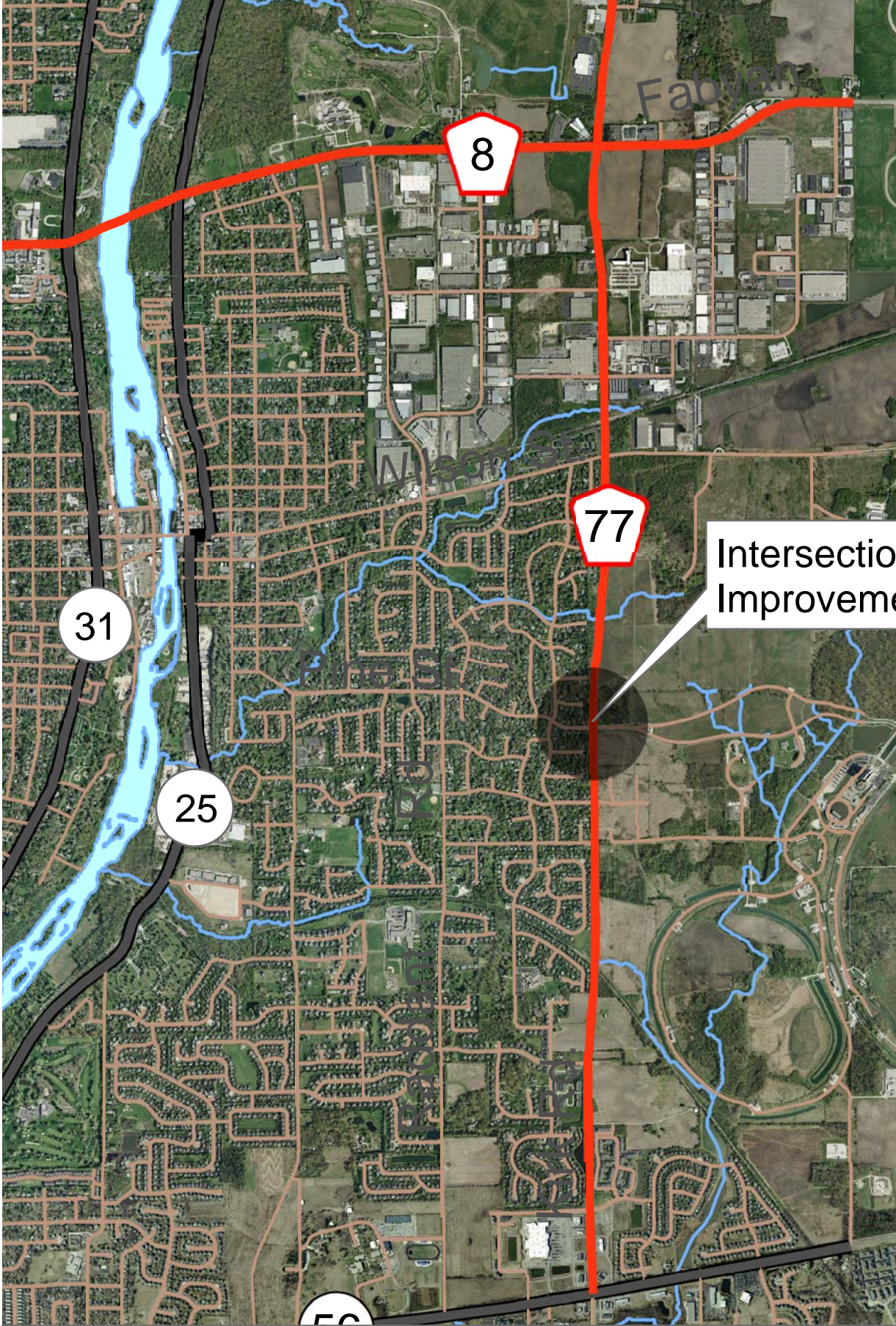
Philip C. Kaufmann, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

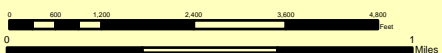


Intersection Improvements

Legend

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

Section Number 15-00342-01-CH
 Kirk Road at Pine Street



Hempstead	Rolland	Dorcas
Burlington	Pine	Elgin
Vergennes	Compton	
Kennelworth	Blackburn	Genoa
High Rock	Singer Grove	Aurora

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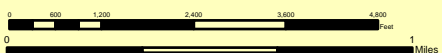


Legend

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

Section Number 15-00342-01-CH
 Kirk Road at Pine Street

Hempstead	Rutland	Dundee
Burlington	Palos	Elgin
Vergennes	Compton	
Kewanee	Blackburn	Geneseo
St. Albans	Singer Grove	Aurora



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RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction, Kirk Road Highway Safety Improvement Project, Kane County Section No. 16-00477-00-SP

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

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

Summary:

Attached is an intergovernmental agreement with IDOT that will provide for Federal reimbursement towards the construction phase for highway safety improvements in the Kirk Road from IL 56 to Cherry Lane project. Federal Highway Safety Improvement Program (HSIP) funds will provide an estimated \$923,400 (90%) of the total \$1,026,151 project cost. The total local (County) contribution is estimated to be \$102,751 (10%). Staff recommends that a 25% contingency (\$25,688) be added for a total estimated local share of \$128,439.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION, KIRK ROAD HIGHWAY SAFETY IMPROVEMENT
PROJECT, KANE COUNTY SECTION NO. 16-00477-00-SP**

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. 77 (Kirk Road) Highway Safety Improvement Project, (Kane County Section No. 16-00477-00-SP), (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 \$1,026,151.00; and

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

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Construction cost estimated to be \$102,751.00; 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 (\$25,688.00) for a total County cost estimate of One Hundred Twenty Eight Thousand Four Hundred Thirty Nine Dollars (\$128,439.00).

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


Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 KirkHSIPLAA

 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 16-00477-00-SP	Fund Type HSIP	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
91-111-18	ZXJZ(629)				

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

Location

Local Name Kirk Road Route CH 77 Length 2.5
 Termini IL 56 to Cherry Lane

Current Jurisdiction County of Kane TIP Number 09170002 Existing Structure No _____

Project Description

Various safety countermeasures including striping and marking and signal modifications

Division of Cost

Type of Work	HSIP	%	%	LPA	%	Total
Participating Construction	923,400	(90)	()	102,751	(10)	1,026,151
Non-Participating Construction		()	()		()	
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 923,400			\$ 102,751		\$ 1,026,151

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

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

Local Public Agency Appropriation

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

Method of Financing (State Contract Work Only)

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

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

Agreement Provisions

THE LPA AGREES:

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

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

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

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

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

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

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

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

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

ADDENDA

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

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

(Insert Addendum numbers and titles as applicable)

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

APPROVED

Local Public Agency

APPROVED

State of Illinois
Department of Transportation

Christopher J. Lauzen

Name of Official (Print or Type Name)

Randall S. Blankenhorn, Secretary of Transportation

Date

County Board Chair

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

By:

Erin Aleman, Director of Planning & Programming

Date

Erin Aleman, Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

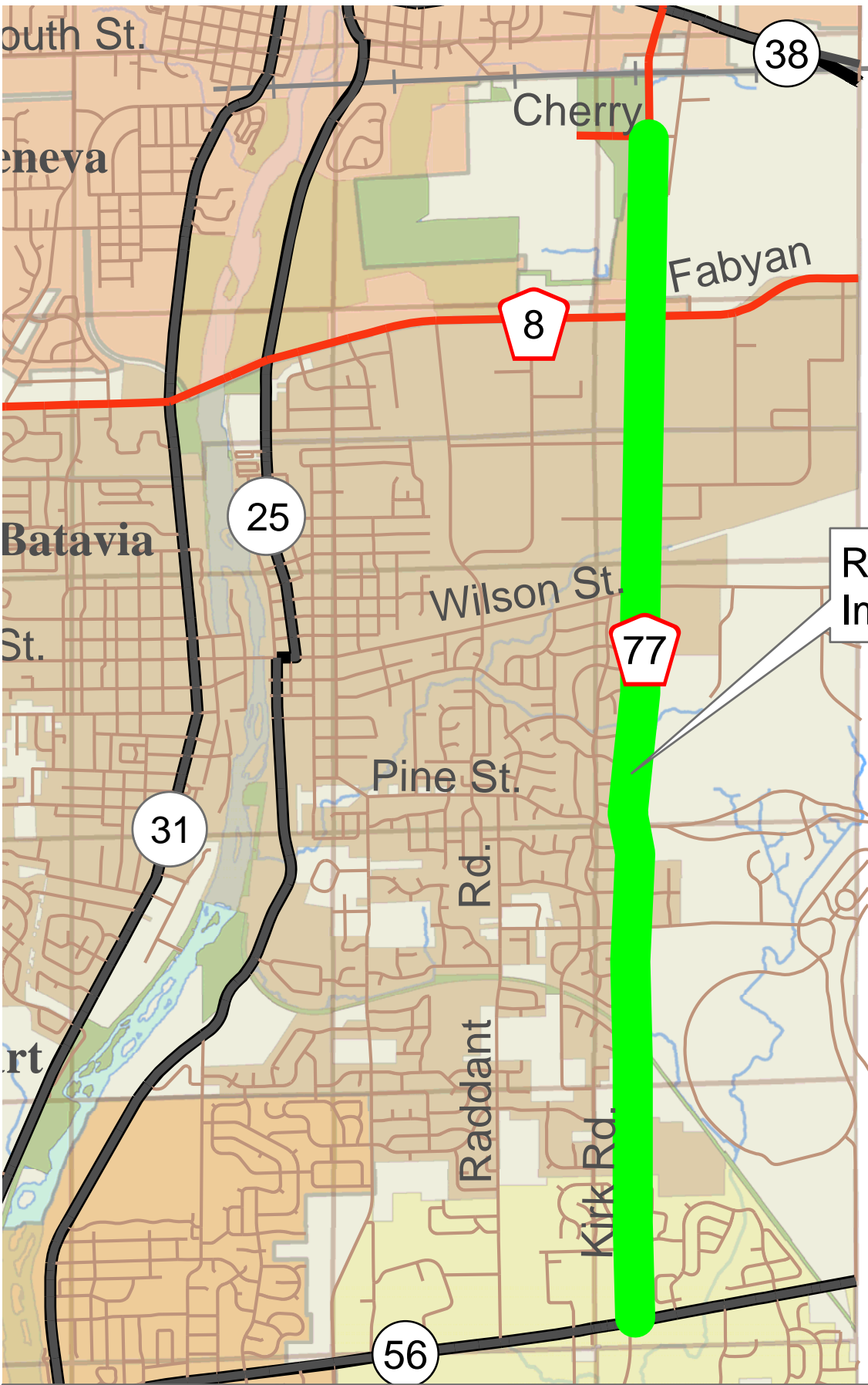
Jeff Heck, Chief Fiscal Officer (CFO)

Date

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

DUNS Number 945248565

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

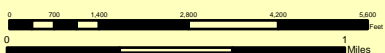


Roadway Improvements

Legend

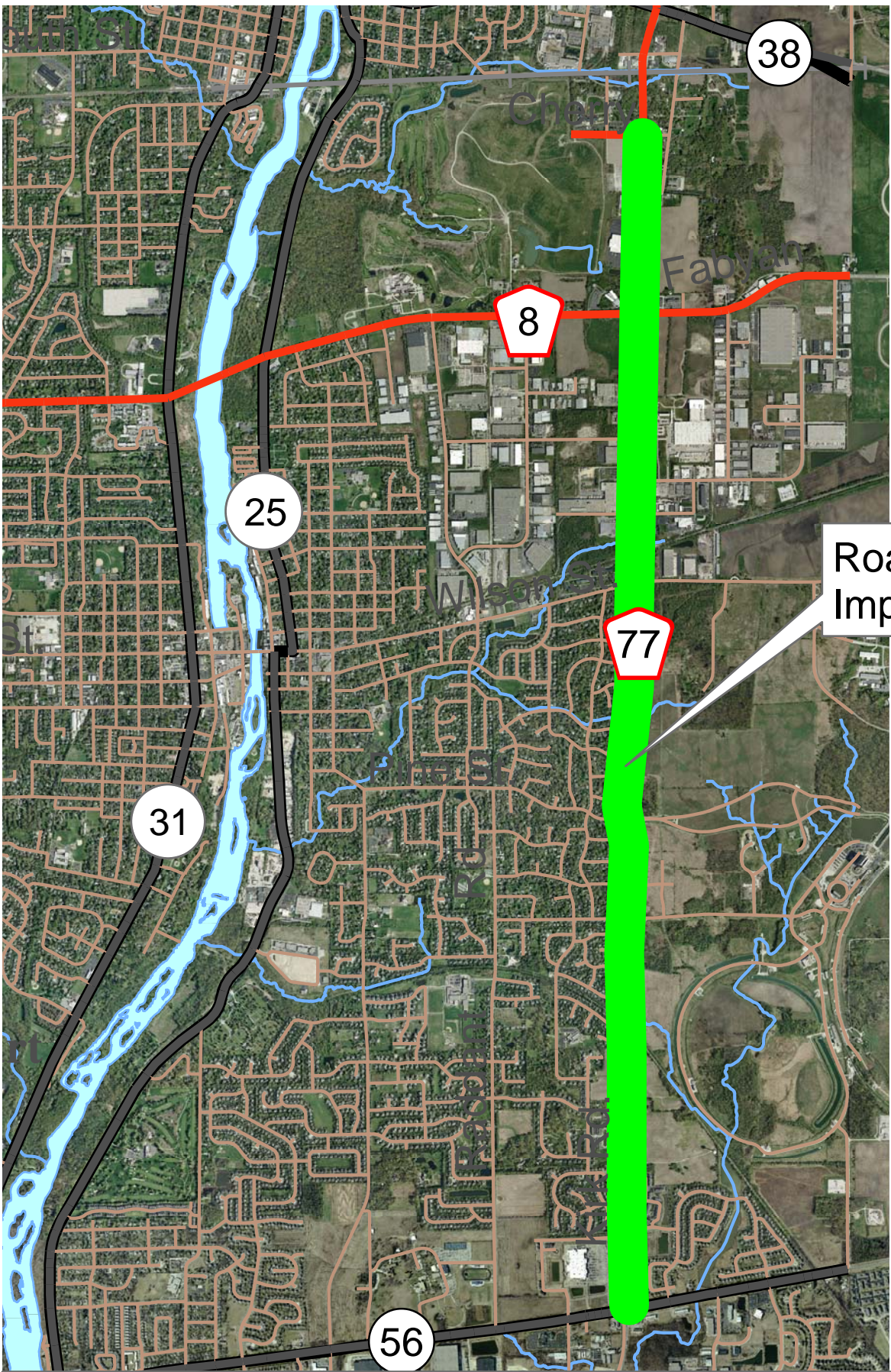
- Interstates
- US Roads
- State Roads
- County Roads
- Other Roads
- Rail Roads
- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Kirk Road HSIP - Illinois Route 56 to Cherry Lane



Marquette	Madison	Shelby
Montcalm	Presque Isle	St. Ignace
Nevers	Charlevoix	St. Charles
Charlevoix	Michoud	Chatham
St. Ignace	St. Ignace	St. Ignace

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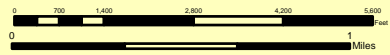


Roadway Improvements

Legend

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

Kirk Road HSIP - Illinois Route 56 to Cherry Lane



M:\dots\server2\USERS\Committee\2017\201707 July\Implementation\Kirk Road HSIP\Map Standard Aerial - Kirk Rd HSIP - IL Rte 56 to Cherry Ln loc map.mxd



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving a Phase III Engineering Services Agreement with Ciorba Group Inc. of Chicago, Illinois for Fabyan Parkway at Kirk Road Intersection Improvement, Kane County Section No. 11-00201-04-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$710,681.62
If not budgeted, explain funding source: N/A	

Summary:

The Kirk Road at Fabyan Parkway intersection reconstruction improvement is located in portions of the cities of Batavia, Geneva and in Geneva Township. The project is located within a high volume traffic corridor on Kirk Road and Fabyan Parkway. This improvement will widen and add turning lanes to the existing intersection to improve safety and capacity. The project has an anticipated duration of approximately 18 months and the majority of the work will be constructed in stages under live traffic.

Staff utilized the qualifications-based consultant selection process to review 18 Statements of Interest and interviewed 3 firms before selecting Ciorba Group Inc. for the Phase III Construction Engineering Services. The negotiated contract is for an amount not to exceed \$710,681.62. Information regarding the QBS process and selection details may be found on the KDOT website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING A PHASE III ENGINEERING SERVICES AGREEMENT WITH CIORBA GROUP INC. OF CHICAGO, ILLINOIS FOR FABYAN PARKWAY AT KIRK ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 11-00201-04-CH

WHEREAS, Phase III Engineering services are required for the proposed Kane County Highway No. 8 (Fabyan Parkway) at Kane County Highway No. 77 (Kirk Road) Intersection Improvement (herein referred to as the "Improvement"); and

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

WHEREAS, Ciorba Group Inc., 5507 N. Cumberland Avenue, Chicago, IL 60656 has experience and professional expertise in Phase III Engineering and is willing to perform the required services for an amount not to exceed Seven Hundred Ten Thousand Six Hundred Eighty One Dollars and Sixty Two Cents (\$710,681.62) as set forth in the Phase III Engineering services agreement (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane enter into a Phase III Engineering services agreement with Ciorba Group Inc. for the improvement and that the Chairman thereof is hereby authorized to execute a Phase III Engineering services agreement with Ciorba Group Inc., for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Seven Hundred Ten Thousand Six Hundred Eighty One and 62/100 Dollars (\$710,681.62) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said Phase III Engineering services for the Improvement.

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

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 FbynKrkCiorba

**AGREEMENT BETWEEN THE COUNTY OF KANE
AND COIRBA GROUP INC.**

**FABYAN PARKWAY - KIRK ROAD
INTERSECTION WIDENING AND
RECONSTRUCTION
SECTION NUMBER-11-00201-04-CH**

PURCHASE ORDER #2018-xxx

This AGREEMENT made this 11th day of September 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and CIORBA GROUP INC., an Illinois corporation and licensed professional engineering firm, with offices at 5507 N Cumberland Ave., Suite 402 Chicago, Illinois 60656 (hereinafter referred to as the "ENGINEER"). The COUNTY and the ENGINEER are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to provide construction observation services for the COUNTY's improvement of the intersection of Kane County Highway No. (Kirk Road) and Kane County Highway No. (Fabyan Parkway) (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to provide construction observation services for the PROJECT, it is necessary to retain the services of a professional engineering firm to perform said services for the PROJECT for the duration thereof; and,

WHEREAS, the ENGINEER has experience and professional expertise in construction observation services and is willing to perform said services for the PROJECT for a total amount not to exceed Seven Hundred Ten Thousand Six Hundred Eighty One dollars and sixty two cents(\$710,681.62); and

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

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

1.1 INCORPORATION

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

2.1 SCOPE OF SERVICES

2.2 Services for the PROJECT are to be provided by the ENGINEER according to the specifications set forth in Exhibit “A” which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the “work”.

3.1 NOTICE TO PROCEED

3.2 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.

4.1 TECHNICAL SUBCONSULTANTS

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

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

5.1 TIME FOR PERFORMANCE

5.2 The ENGINEER shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the ENGINEER for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

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

6.1 COMPENSATION

6.2 The COUNTY shall only pay the ENGINEER for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

- 6.3 For work performed, the COUNTY shall pay the ENGINEER based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.
- 6.4 For direct expenses, the COUNTY shall pay the ENGINEER for supplies and materials required for the completion of all work defined in the exhibit(s) attached hereto.
- 6.5 For direct expenses, the ENGINEER shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges are not allowed as a direct expense(s).
- 6.6 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the ENGINEER partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total contract sum to ensure performance satisfactory to the Kane County Engineer.
- 6.7 Total payments to the ENGINEER under the terms of this AGREEMENT shall not exceed Seven Hundred Ten Thousand Six Hundred Eighty One dollars and sixty two cents (\$710,681.62).
- 6.8 The ENGINEER shall use the COUNTYs Automatic Clearing house payment program. Any payments to the ENGINEER shall be made by the COUNTY'S Automatic Clearing house (ACH) payment program. The ENGINEER shall use and complete the vendor agreement. Found at:
[:http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/achBrochure.pdf](http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/achBrochure.pdf)

7.1 DELIVERABLES.

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

8.1 ENGINEER'S INSURANCE

- 8.2 The ENGINEER shall, during the term of this Agreement and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

A. Worker's Compensation Insurance in the statutory amounts.

- B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

8.3 It shall be the duty of the ENGINEER to provide to the COUNTY copies of the ENGINEER'S certificates of insurance before issuance of the Notice to Proceed. The certificate of insurance shall provide the following:

- (i) the County of Kane shall be listed as the certificate holder,
- (ii) the Section Number as contained in the title of this Agreement,
- (iii) the Purchase Order Number as set forth on page one of this Agreement.

8.4 The ENGINEER shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the ENGINEER'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 insured with respect to claims arising out of operations performed by or on behalf of the ENGINEER;
- 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 ENGINEER'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.5 The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the County with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the ENGINEER'S obligation to obtain and keep in force the required insurance.

9.1 INDEMNIFICATION.

9.2 To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the ENGINEER, a sub-consultant of the ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the ENGINEER, a sub-consultant of the ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER or a sub-consultant of the ENGINEER under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.3 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.

9.4 If any errors, omissions, intentional or negligent acts are made by the ENGINEER or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the ENGINEER shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

9.5 Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for the quality of the work, nor of the ENGINEER'S liability for loss or damage to property or persons resulting therefrom.

10.1 SATISFACTORY PERFORMANCE.

10.2 The ENGINEER'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago Metropolitan area.

11.1 CONFLICT OF INTEREST.

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

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

12.1 OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

13.5 The Engineer and any subconsultants of the ENGINEER shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211).

14.1 MODIFICATION OR AMENDMENT.

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

15.1 TERM OF THIS AGREEMENT.

15.2 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:

The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0. Upon the 7th day after receipt by the ENGINEER of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the ENGINEER for services rendered shall be for 640 calendar days during the periods from April 01, 2019 to December 31, 2020 as set forth on Exhibit B attached hereto).

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

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

16.1 TERMINATION ON WRITTEN NOTICE.

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

16.3 The COUNTY may terminate this AGREEMENT at any time upon written notice to the ENGINEER.

16.4 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the ENGINEER to

indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

16.5 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.

17.1 ENTIRE AGREEMENT.

17.2 This AGREEMENT contains the entire AGREEMENT between the parties.

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

18.1 NON-ASSIGNMENT.

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

19.1 SEVERABILITY.

19.2 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.

20.1 GOVERNING LAW.

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

20.3 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

Ciorba Group Inc.
5507 N. Cumberland Ave., Suite 402
Chicago, Illinois 60656
Attn.: Gerald W. Heimsoth, President

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

COUNTY OF KANE

CIORBA GROUP INC.

CHRISTOPHER LAUZEN
CHAIRMAN, KANE COUNTY BOARD

By: GERALD W. HEIMSOTH
PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

By: MELISSA BENTZ
CORPORATE SECRETARY

EXHIBIT A
Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following engineering services for the COUNTY in connection with the proposed improvement herein described:
 - a. Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Establishment of centerline control and recover benchmarks. Also, random checks or as required by the COUNTY of Contractor's construction staking activities.
 - vi. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY. Completion and submittal of the project NOI and NOT documents as well as any other project documents associated with projects having a SWPP plan and appropriate permit(s).
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.
 - ix. To prepare for and provide materials as directed by the COUNTY for

and attend the Pre-Construction Conference, and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.

- x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
- xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.
- xii. To submit to the COUNTY a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.

b. Coordinate, furnish or cause to be furnished:

- i. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
- ii. Proportioning and testing of bituminous mixtures in accordance with the "Manual of instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
- iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.
- iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.
- v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

The following **Guidelines for Construction Procedures** have been prepared to be used as a guide for prospective consultants during preparation of their Construction Supervision Contract Proposals. This outline will familiarize the consultant with the COUNTY'S Kane County Division of Transportation, (KDOT) policies and procedures for construction supervision. This outline is a generalized list of policies and procedures mostly based on the **Illinois Department of Transportation (IDOT) Division of Highways**

“CONSTRUCTION MANUAL” and also the specific requirements and needs of this agency.

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician (Resident) provided by the CONSULTANT, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the (KDOT) Construction Section Chief or his Supervising Project Manager (PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A Resident’s first duty is to enforce the contract and specification requirements. The Resident shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor’s personnel to proficiently provide the engineering services necessary for the Contractor’s continued progress.

In addition, the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. **However, the Resident is not authorized nor should he/she attempt to revise, delete, or change the contract provisions.** When contract, plan, or specification changes are anticipated the Resident should contact the KDOT PM for guidance. The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The Resident shall be the KDOT public relations person when dealing those the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

- a. Contract Proposal
 - i. Special Provisions
 - ii. Highway Standards
- b. Plans
 - i. General Notes
 - ii. Typical Sections
 - iii. Plan and Profile Sheets
 - iv. Cross Section Sheets
 - v. Highway Standards
 - vi. All Special Detail Sheets
- c. “Supplemental Specifications and Recurring Special Provisions”
- d. “Standard Specifications for Road and Bridge Construction”
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control

- j. Documentation
- k. Inspection
 - i. Material
 - ii. Field (Various Construction Operations)
- l. Various Other Items

2. MEETINGS

Prior to the start of construction, the KDOT shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

3. DOCUMENTATION

- a. **Project Diary:** The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, and Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the

general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- i. Weather.
- ii. Progress schedule controlling item of work.
- iii. Working days charged and reason for partial or non-working days.
- iv. Traffic control inspections and changes.
- v. Description and hours of material inspection (done by Material Consultants)
- vi. Important discussions with Contractor(s).
- vii. Official visitors and inspections.
- viii. Opening and closing of detours.
- ix. Work and materials rejected and reasons.
- x. Time of discontinuing or resuming work and reasons.
- xi. Account of any time spent by Contractor's workers or equipment on disputable items of work.
- xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
- xiii. Length and cause of any delay.
- xiv. Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
- xv. Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.

- b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:

- i. Date
- ii. Name of Contractor/Sub-Contractor(s) that performs on pay items
- iii. Weather
- iv. Item #
- v. Pay Item
- vi. Location of work
- vii. Quantity and Units
- viii. Evidence of Material Inspection.
- ix. Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, Square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after IDR form sheet. Someone other than the person who performed the original calculations shall check all calculations.

- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. IDOT form OC-625 shall be used for the documentation of

quantities for federally funded projects only. A similar KDOT Quantity Book Form shall be used for all other projects. The KDOT Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

- d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:
 - i. Daily field measurements used to justify quantities shown in the IDR
 - ii. Permanent survey records, layout checks, cross-sections
 - iii. PCC paving summary
 - iv. Bituminous concrete paving summary
 - v. Pile driving records
 - vi. Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc.)

All field books shall be identified with the following information and shall include:

- vii. Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
 - viii. Project designation and KDOT) address on the inside cover.
 - ix. An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.
- e. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident and approved by the KDOT PM. A copy shall be delivered to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall have marked c.c. for:
 - i. Contractor
 - ii. Project file (KDOT)
 - iii. Resident's file

- f. **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price along with all pricing documentation required to support the proposed costs. Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to KDOT for further processing by IDOT.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by the KDOT.

The Resident shall document **all extra work**, whether as an AUP or Force Account, daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with required inspection certs or letters.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the KDOT.

5. **PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the KDOT. The Resident shall then submit the draft pay estimate to KDOT for review and processing of payment.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction – FAUS Projects) once a month. The Resident shall enter in the quantities, sign his/her name to the bottom of the form and forward to the KDOT PM for review and submittal to IDOT (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to KDOT for the job file, as well as retain a copy for Resident's file.

6. INSPECTION MATERIAL

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant and shall be either approved or assigned by the KDOT. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. PLAN QUANTITY ACCEPTANCE

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from **KDOT** that KDOT would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident's calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to KDOT before any construction work has begun.

8. CONSTRUCTION LAYOUT VERIFICATION

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persists, the Resident shall notify KDOT as soon as possible.

9. TRAFFIC CONTROL INSPECTION

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. **One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day.** The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. FINAL INSPECTIONS

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and KDOT. The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and the KDOT.
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway

(both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

11. FINALING OUT OF PROJECTS

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request to the Contractor and or the Materials Consultant for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

12. RECORD DRAWINGS. JOB BOX AND PROJECT PHOTOS (NEW)

13. The Resident and or his/her staff shall provide a complete full sized set of record drawings (as built plans) to KDOT for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. **All sheets, regardless of whether they will be modified, shall be marked as "REVISED" in an appropriate box or space.** The drawings shall be consisting of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink.

The consultant shall provide professionally scanned copies of all "RECORD DRAWINGS" plans, as well as the entire project job box, in PDF format as part of the engineering services for the project. Copies of all photos taken by the RE and staff in JPEG format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CDs,

intended for archiving of important documents, depending on the file sizes.

Scanning of the job box to create a digital version is not a substitute for the actual paper job box, which is required per IDOT standards and protocol. Unless otherwise directed by IDOT, the consultant will still maintain a traditional paper job box for the project which will be reviewed and processed by IDOT in the traditional fashion.

STAFF HOUR BREAKDOWN
County of Kane
Fabyan Parkway at Kirk Road

Task Sub-Task	Activity	Grand Total	Project Manager	Project Engineer	Resident Engineer	Senior Technician	Technician	Construction QC/QA	
		3330	150	32	3016	56	24	52	
1. Construction Engineering / Phase III Assis.		Task Total:	3294	114	32	3016	56	24	52
080 Construction Startup		Subtotal:	28		28				
	Review Plans, Specifications and Contract Documents	8			8				
	Utility Coordination Including On-site Meetings	16			16				
	Set Up Project Documentation	4			4				
081 Pre-Construction Conference		Subtotal:	8	2	6				
	Preparation	2			2				
	Attendance	4	2		2				
	Meeting Minutes	2			2				
082 Construction Stakeout - Check Layout Only		Subtotal:	64			56	8		
	Verify or Reestablish Horizontal and Vertical Control	16				8	8		
	Subgrade	8				8			
	Curb and Gutter	8				8			
	Cross Sections (before and after)	24				24			
	Miscellaneous	8				8			
083 Construction Observation / Documentation		Subtotal:	2972	104	2820			48	
	Resident Engineer (10 weeks x 5 days/week x 8 hrs/day)	400			400				
	Resident Engineer (52 weeks x 5 days/week x 9 hrs/day + 10 Sat X 8 hrs/Sat)	2420			2420				
	Construction Manager site visits (2 hrs/week x 52 weeks)	104	104						
	Construction QC/QA	48						48	
084 Project Close-out		Subtotal:	166	8	154			4	
	Develop Punch List Items	8			8				
	Inspect Punch List Items	8			8				
	Final Walk Through with Client	2			2				
	Pre-final and Final Pay Estimates	4			4				
	Complete Documentation Including Material Certification	132	8		120			4	
	Site Visits (verify quantities, etc.)	8			8				
	Meetings w/ Contractor	4			4				
085 Construction Record Drawings		Subtotal:	24		8		16		
	Plan Sheets	24			8		16		
086 Shop Drawing Review / Catalog Cut Review		Subtotal:	32	32					
	Traffic Signals	16		16					
	Water Main	16		16					
2. Project Management & Administration		Task Total:	36	36					
100 Project Management & Administration		Subtotal:	36	36					
	Project Management	36	36						

Exhibit A - Construction Engineering

Route: FAP 363
 Local Agency: County of Kane
 (Municipality/Township/County)
 Section: 11-00201-04-CH
 Project: Fabyan Parkway at Kirk Road
 Job No.: C-91-362-12

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

Overhead Rate (OH)	149.38%
Complexity Factor (R)	0.00
Calendar Days	639

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Construction Startup	*	28	\$ 45.32	\$ 1,268.96	\$ 1,895.57			\$ 458.86	\$ 3,623.39
Pre-Construction Conference	*	8	\$ 52.74	\$ 421.92	\$ 630.26		\$ 65.00	\$ 161.99	\$ 1,279.18
Construction Stakeout - Check Layout Only	*	64	\$ 39.62	\$ 2,535.68	\$ 3,787.80		\$ 455.00	\$ 982.88	\$ 7,761.36
Construction Observation / Documentation	*	2972	\$ 46.64	\$ 138,614.08	\$ 207,061.71		\$ 21,775.00	\$ 53,280.36	\$ 420,731.16
Project Close-out	*	166	\$ 47.17	\$ 7,830.22	\$ 11,696.78		\$ 520.00	\$ 2,906.82	\$ 22,953.82
Construction Record Drawings	*	24	\$ 35.36	\$ 848.64	\$ 1,267.70			\$ 306.87	\$ 2,423.21
Shop Drawing Review / Catalog Cut Review	*	32	\$ 57.71	\$ 1,846.72	\$ 2,758.63			\$ 667.78	\$ 5,273.13
Project Management & Administration	*	36	\$ 75.00	\$ 2,700.00	\$ 4,033.26			\$ 976.32	\$ 7,709.58
Hampton Lenzini and Renwick Inc.		2226				\$204,168.80			\$ 204,168.80
Rubino Engineering, Inc.						\$ 34,758.00			\$ 34,758.00
Totals		5556		\$ 156,066.22	\$ 233,131.72	\$238,926.80	\$ 22,815.00	\$ 59,741.88	\$ 710,681.62

* See attached

IN-HOUSE DIRECT COSTS
County of Kane
Fabyan Parkway at Kirk Road
PHASE III

Pre-Construction Conference

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	1	\$ 65.00
Total:				\$ <u>65.00</u>

Construction Stakeout - Check Layout Only

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	7	\$ 455.00
Total:				\$ <u>455.00</u>

Construction Observation / Documentation

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	335	\$ 21,775.00
Total:				\$ <u>21,775.00</u>

Project Close-out

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (day)	day	\$ 65.00	8	\$ 520.00
Total:				\$ <u>520.00</u>



Payroll Escalation Table
Fixed Raises
New Formula

FIRM NAME Ciorba Group, Inc
PRIME/SUPPLEMENT Prime

DATE 06/29/18
PSB NO. _____

CONTRACT TERM 21 MONTHS
START DATE 4/1/2019
RAISE DATE 1/1/2020

OVERHEAD RATE 149.38%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2019 - 1/1/2020
9 ----- 21

1/2/2020 - 1/1/2021
12 ----- 21

= 42.86%
= 1.0171

58.86%

1.71%

The total escalation for this project would be:



FIRM NAME Ciorba Group, Inc. DATE 06/29/18
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

ESCALATION FACTOR 1.71%

CLASSIFICATION	CURRENT RATE	Projected 2019 Rate	ESCALATED RATE
Principal	\$75.00	\$75.00	\$75.00
Project Manager	\$74.67	\$75.00	\$75.00
Lead Structural Engineer	\$65.00	\$66.95	\$68.10
Project Engineer	\$56.03	\$57.71	\$58.70
Resident Engineer	\$44.00	\$45.32	\$46.10
Senior Engineer	\$45.00	\$46.35	\$47.14
Engineer II	\$35.90	\$36.98	\$37.61
Engineer I	\$29.80	\$30.69	\$31.22
Senior Technician	\$39.75	\$40.94	\$41.64
Technician	\$29.50	\$30.39	\$30.91
Administrative Services	\$29.90	\$30.80	\$31.32
Construction QC/QA	\$61.00	\$62.83	\$63.91

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>.

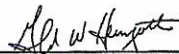
Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

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

Ciorba Group, Inc.

Company Name



Signature of Officer of Company

President

Title

06/26/2018

Date

EXHIBIT "E"

The LA and the ENGINEER further covenant and agree as follows:

1.0 ENGINEER'S INSURANCE

1.1 The ENGINEER shall maintain, at its sole expense, insurance coverage including:

- a) Worker's Compensation Insurance in the statutory amounts.
- b) Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000) dollars each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
- c) Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than one million (\$1,000,000) dollars per occurrence bodily injury/property damage combined single limit; two million (\$2,000,000) dollars excess liability coverage in the aggregate injury/property damage combined single limit.
- d) Comprehensive Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars for any one person and one million (\$1,000,000) dollars for any one occurrence of bodily injury or property damage.
- e) Professional Errors and Omissions Insurance with a minimum limit of two million dollars (\$2,000,000.00).
- f) The insurance required to be purchased and maintained by ENGINEER shall be provided by an insurance company acceptable to the LA, and licensed to do business in the State of Illinois; shall name the LA as additional named insured; shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to LA.
- g) It shall be the duty of the ENGINEER to provide to the LA, copies of the ENGINEER'S Certificates of Insurance before issuance of a Notice to

Proceed.

2.0 INDEMNIFICATION

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

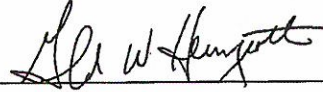
2.5 The additional insured endorsement included on the ENGINEER'S policy will provide the following:

- a) That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the ENGINEER;
- b) That if the additional insured have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis;
- c) That the amount of company's liability under the insurance policy will not be reduced by the existence of such other insurance; and
- d) That the additional insured will be given not less than 30 days prior to written notice of any cancellation thereof.

LA

ENGINEER

The County of Kane



Signature

Signature

Title

President

Title

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the COUNTY and the Prime Consultant in connection with the proposed improvement herein described:
 - a. (X) Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Assistance to the Prime Consultant with establishment of centerline control and recover benchmarks. Also, random checks or as required by the COUNTY of Contractor's construction staking activities.
 - vi. Assistance to the Prime Consultant with preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY. Completion and submittal of the project NOI and NOT documents as well as any other project documents associated with projects having a SWPP plan and appropriate permit(s).
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.
 - ix. Assistance to the Prime Consultant to prepare for and provide materials as directed by the COUNTY for and attend the Pre-Construction Conference, and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

- x. Assistance to the Prime Consultant with to schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
 - xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.
 - xii. To submit to the COUNTY a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.
- b. (X) Assistance to the Prime Consultant to coordinate, furnish or cause to be furnished:
- i. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - ii. Proportioning and testing of bituminous mixtures in accordance with the "Manual of instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.
 - iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.
 - v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

The following **Guidelines for Construction Procedures** have been prepared to be used as a guide for prospective consultants during preparation of their Construction Supervision Contract Proposals. This outline will familiarize the consultant with the COUNTY'S Kane County Division of Transportation, (KDOT) policies and procedures for construction supervision. This outline is a generalized list of policies and procedures mostly based on the **Illinois Department of Transportation (IDOT) Division of Highways "CONSTRUCTION MANUAL"** and also the specific requirements and needs of this agency.

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician (Resident) provided by the CONSULTANT, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the KDOT Construction Section Chief or his Supervising Project Manager (PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

In addition, the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. **However, the Resident is not authorized nor should he/she attempt to revise, delete, or change the contract provisions.** When contract, plan, or specification changes are anticipated the Resident should contact the KDOT PM for guidance. The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The Resident shall be the KDOT public relations person when dealing those the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

- a. Contract Proposal
 - i. Special Provisions
 - ii. Highway Standards
- b. Plans
 - i. General Notes
 - ii. Typical Sections
 - iii. Plan and Profile Sheets
 - iv. Cross Section Sheets
 - v. Highway Standards
 - vi. All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control

EXHIBIT "A"
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- j. Documentation
- k. Inspection
 - i. Material
 - ii. Field (Various Construction Operations)
- l. Various Other Items

2. MEETINGS

Prior to the start of construction, the KDOT shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

3. DOCUMENTATION

- a. **Project Diary:** The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, and Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
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Consulted Construction Management/Observation

general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- i. Weather.
- ii. Progress schedule controlling item of work.
- iii. Working days charged and reason for partial or non-working days.
- iv. Traffic control inspections and changes.
- v. Description and hours of material inspection (done by Material Consultants)
- vi. Important discussions with Contractor(s).
- vii. Official visitors and inspections.
- viii. Opening and closing of detours.
- ix. Work and materials rejected and reasons.
- x. Time of discontinuing or resuming work and reasons.
- xi. Account of any time spent by Contractor's workers or equipment on disputable items of work.
- xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
- xiii. Length and cause of any delay.
- xiv. Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
- xv. Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.

- b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:

- i. Date
- ii. Name of Contractor/Sub-Contractor(s) that performs on pay items
- iii. Weather
- iv. Item #
- v. Pay Item
- vi. Location of work
- vii. Quantity and Units
- viii. Evidence of Material Inspection.
- ix. Calculations and Sketches (if applicable)

Note: Calculations and sketches shall be used to justify quantities of all items having foot, Square foot, square yard, and cubic yard units. The calculations and sketches shall be based on accurate field measurements and shall be presented in a neat and concise manner on the bottom of the form, on the back page, and or on a separate additional sheet placed after IDR form sheet. Someone other than the person who performed the original calculations shall check all calculations.

- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. IDOT form BC-625 shall be used for the documentation of quantities for federally funded projects only. A similar KDOT Quantity Book Form

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
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Consulted Construction Management/Observation

shall be used for all other projects. The KDOT Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the KDOT. A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

- d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:
- i. Daily field measurements used to justify quantities shown in the IDR
 - ii. Permanent survey records, layout checks, cross-sections
 - iii. PCC paving summary
 - iv. Bituminous concrete paving summary
 - v. Pile driving records
 - vi. Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc)

All field books shall be identified with the following information and shall include:

- vii. Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
 - viii. Project designation and KDOT) address on the inside cover.
 - ix. An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.
- e. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident and approved by the KDOT PM. A copy shall be delivered to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall have marked c.c. for:
- i. Contractor
 - ii. Project file (KDOT)
 - iii. Resident's file
- f. **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price along with all pricing documentation required to support the proposed costs. Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to KDOT for further processing by IDOT.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by the KDOT.

The Resident shall document **all extra work**, whether as an AUP or Force Account, daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with required inspection certs or letters.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the KDOT.

5. **PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the KDOT. The Resident shall then submit the draft pay estimate to KDOT for review and processing of payment.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction - FAUS Projects) once a month. The Resident shall enter in the quantities, sign his/her name to the bottom of the form and forward to the KDOT PM for review and submittal to IDOT (Bureau of Construction - FAUS Projects) for processing of payment. Also, the Resident shall send a copy to KDOT for the job file, as well as retain a copy for Resident's file.

6. INSPECTION MATERIAL

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant and shall be either approved or assigned by the KDOT. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. PLAN QUANTITY ACCEPTANCE

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from **KDOT** that KDOT would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident's calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to KDOT before any construction work has begun.

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

8. CONSTRUCTION LAYOUT VERIFICATION

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persists, the Resident shall notify KDOT as soon as possible.

9. TRAFFIC CONTROL INSPECTION

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. **One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day.** The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. FINAL INSPECTIONS

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and KDOT The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and the KDOT.
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

11. FINALING OUT OF PROJECTS

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request to the Contractor and or the Materials Consultant for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

12. RECORD DRAWINGS, JOB BOX AND PROJECT PHOTOS (NEW)

The Resident and or his/her staff shall provide a complete full sized set of record drawings (as built plans) to KDOT for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. All sheets, regardless of whether they will be modified, shall be marked as "REVISED" in an appropriate box or space. The drawings shall be consisting of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink.

EXHIBIT "A"
HAMPTON, LENZINI AND RENWICK, INC.
(Subconsultant to Ciorba Group, Inc.)
Consulted Construction Management/Observation

The consultant shall provide professionally scanned copies of all "RECORD DRAWINGS" plans, as well as the entire project job box, in PDF format as part of the engineering services for the project. Copies of all photos taken by the RE and staff in JPEG format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CDs, intended for archiving of important documents, depending on the file sizes.

Scanning of the job box to create a digital version is not a substitute for the actual paper job box, which is required per IDOT standards and protocol. Unless otherwise directed by IDOT, the consultant will still maintain a traditional paper job box for the project which will be reviewed and processed by IDOT in the traditional fashion.

KDOT Exhibit B Hampton, Lenzini and Renwick, Inc.

Route: FAP 363
 Local: County of Kane
 (Municipality/Township/County)
 Section: 11-00201-04-CH
 Project: CMM-4003(008)
 Job No.: C-91-362-12

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

Overhead Rate (OH) 159.00 %
 Complexity Factor (R) 0.00
 Calendar Days 549

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Cons. Insp. / Doc.	Average Rates	2226.00	\$30.50	\$67,893.00	\$107,949.87		\$2,470.50	\$25,855.43	\$204,168.80
Totals		2,226.0		\$67,893.00	\$107,949.87		\$2,470.50	\$25,855.43	\$204,168.80

IHDC Breakdown
 Overtime = 162 hours x \$15.25 = \$2,470.50

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME Hampton, Lenzini and Renwick
 PRIME/SUPPLEMENT Prime
 Prepared By Scott Rodseth, PE

DATE 06/28/18
 PTB-ITEM# _____

CONTRACT TERM 18 MONTHS
 START DATE 5/1/2019
 RAISE DATE 1/1/2020
 END DATE 10/31/2020

OVERHEAD RATE 159.00%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2019	1/1/2020	8	44.44%
1	1/2/2020	11/1/2020	10	57.22%

The total escalation = 1.67%

PAYROLL RATES

FIRM NAME Hampton, Lenzini and Renwick, Inc.
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # _____

DATE 06/28/18

ESCALATION FACTOR 1.67%

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

CLASSIFICATION	IDOT 2018	3% INCREASE ESTIMATED	CALCULATED RATE
	PAYROLL RATES ON FILE	IDOT 2019 PAYROLL RATES	
Principal	\$69.00	\$70.00	\$70.00
Engineer 6	\$53.00	\$54.59	\$55.50
Engineer 5	\$50.17	\$51.68	\$52.54
Engineer 4	\$45.32	\$46.68	\$47.46
Engineer 3	\$40.38	\$41.59	\$42.28
Engineer 2	\$35.20	\$36.26	\$36.86
Engineer 1	\$27.50	\$28.33	\$28.80
Structural 2	\$59.67	\$61.46	\$62.48
Structural 1	\$43.00	\$44.29	\$45.03
Technician 3	\$39.25	\$40.43	\$41.10
Technician 2	\$30.12	\$31.02	\$31.54
Technician 1	\$23.58	\$24.29	\$24.69
Intern/Temporary	\$18.00	\$18.54	\$18.85
Land Acquisition	\$39.67	\$40.86	\$41.54
Survey 2	\$40.33	\$41.54	\$42.23
Survey 1	\$30.88	\$31.81	\$32.34
Environmental 2	\$42.00	\$43.26	\$43.98
Environmental 1	\$22.15	\$22.81	\$23.19
Administration 2	\$39.73	\$40.92	\$41.60
Administration 1	\$19.88	\$20.48	\$20.82

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

Hampton, Lenzini and Renwick, Inc.

Company Name



Signature of Officer of Company

Corporate Secretary

Title

06/27/2018

Date

June 29, 2018

To: **Duane O’Laughlin, PE**
Roadway/Construction Group Manager
CIORBA GROUP
5507 North Cumberland Avenue
Chicago, Illinois 60656
(773) 355-2949 - Direct
(773) 612-8157 - Mobile
(773) 775-4014 - Fax
Via email: dolaughlin@corba.com

Re: **Quality Assurance Testing Services**
Proposed Intersection of Fabyan Parkway at
Kirk Road (IDOT Contract #C-91-362-12)

Rubino Proposal # Q18.329

Dear Mr. O’Laughlin,

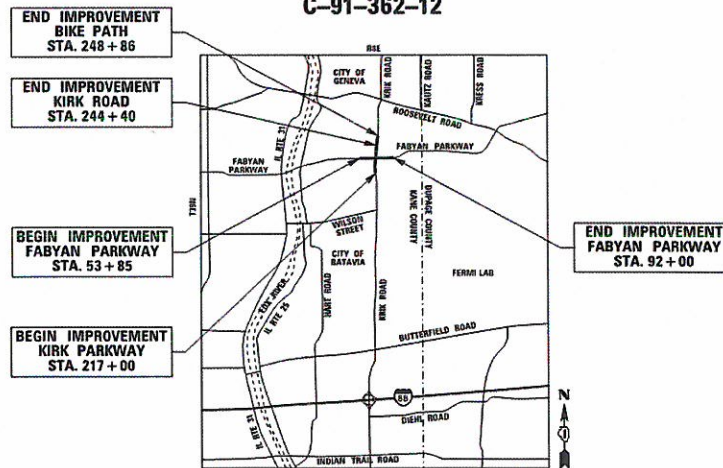
Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services on IDOT Contract # C-91-362-12 (Intersection of Fabyan Parkway at Kirk Road) in Batavia, Illinois.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received plans and material quantities from you on June 25, 2018, and the following outlines our understanding of the requested scope of services:

Project Name and Description

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
PROPOSED
HIGHWAY PLANS
F.A.P. 363 (FABYAN PARKWAY) AND F.A.P. 360 (KIRK ROAD)
SECTION 11-00201-04-CH
PROJECT CMM-4003(008)
INTERSECTION OF FABYAN PARKWAY AT KIRK ROAD
WIDENING AND RECONSTRUCTION
KANE COUNTY
C-91-362-12



General Scope of Services

EARTHWORK TESTING

- QA Field testing of on-site and borrow soil material
 - Compaction by the nuclear method and proof-rolls
- QA Laboratory testing of on-site and borrow soil material
 - Standard proctor ASTM D698 or Modified proctor ASTM D1557

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of hot mix asphalt (HMA) – density by the nuclear method
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- QA Field testing of uncured concrete
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

PROJECT SCHEDULING

Please contact Tim Dunne via email or on his cell phone to schedule testing services:

847-343-0749

tim.dunne@rubinoeng.com (copy jenna@rubinoeng.com)

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Quantity	Unit	Material Tester 1 (hr)	Material Tester 2 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Ignition Oven Test/ Reflux Extraction + Sieve Analysis	Standard Proctor
			\$110.00	\$115.00	\$65.00	\$154.00	\$40.00	\$17.00	\$256.00	\$172.50	\$142.50	\$189.00	\$250.00
HMA SURFACE COURSE, MIX "D", N50	744	TON	4	1	0.5	1		1	1	1	1		
POLY HMA SURFACE COURSE, MIX "E", N70	215	TON	4	1	0.5	1		1	1	1	1		
HMA ASPHALT PAVEMENT (FULL DEPTH), 12 1/4"	3326	SQ YD	4	1	0.5	1		1	2	2	2		
PCC PAVEMENT 10 1/4" (JOINTED)	39169	SQ YD	48	12	6		48						
PCC DRIVEWAY PAVEMENT, 8 INCH	677	SQ YD	4	1	0.5		4						
PCC SIDEWALK, 8 INCH	4667	SQ FT	8	2	1		8						
CLASS D PATCH, TYPE IV, 12 INCH	270	SQ YD	4	1	0.5	1		1	1	1	1		
COMB CONCRETE CURB AND GUTTER TYPE B-6.12	2821	FOOT	4	1	0.5		5						
COMB CONCRETE CURB AND GUTTER TYPE B-6.24	20332	FOOT	48	12	6		60						
CONCRETE MEDIAN, TYPE SB-6.24	1020	SQ FT	4	1	0.5		5						
CONCRETE BARRIER MEDIAN	4808	SQ FT	8	2	1		10						
CORRUGATED MEDIAN	3107	SQ FT	8	2	1		10						
CONCRETE FOUNDATIONS	148	FOOT	8	2	1		10						
EARTHWORK TESTING			32	8	4	8							2
			156	32	47	24	12	160	4	5	5	5	2
GRAND TOTAL = \$34,758.00			\$17,160.00	\$3,680.00	\$3,055.00	\$3,619.00	\$480.00	\$2,720.00	\$1,024.00	\$862.50	\$712.50	\$945.00	\$500.00

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,
RUBINO ENGINEERING, INC.

Michelle Lipinski
 Michelle A. Lipinski, PE
 President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
 AN AASHTO-ACCREDITED LABORATORY
 IDOT PREQUALIFIED
 IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: <input type="checkbox"/>

7. Invoicing Address: _____

Attn: _____
Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.			
Schedule of Construction Materials Testing Services & Fees through March 1, 2019 (Illinois Prevailing Wage)			
LABORATORY TESTING SERVICES			
Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder		\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4)			
(Does not include vehicle charge)	Per hour		\$ 95.00
Density relationship of soils			
ASTM D698 - AASHTO T99 (Standard Proctor)	Each		\$250.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each		\$305.00
Asphalt			
Maximum Theoretical Specific Gravity	Each		\$172.50
Bulk Specific Gravity	Each		\$142.50
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each		\$189.00
Core Densities	Each		\$ 60.00
Sieve Analysis (Washed)	Each		\$127.50
Sample preparation for the above tests	Each		\$ 60.00
MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of			
Per Hour			\$110.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)			\$165.00
Per Hour Overtime Sundays and Holidays			\$209.00
MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel,			
Per Hour			\$115.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)			\$172.50
Per Hour Overtime Sundays and Holidays			\$218.50
EQUIPMENT CHARGES			
Vehicle Charge - Round Trip	Per Day		\$ 65.00
Nuclear Density Gage	Per Day		\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set		\$ 97.50
Prime Coat Test Kit (Per set of 3)	Each		\$ 75.00
DCP Equipment	Per Day		\$ 40.00
GPR Meter Rental	Per Day		\$600.00
CORING SERVICES			
P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour		\$225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch		\$ 3.25
ENGINEERING SERVICES			
Principal Engineer	Per Hour		\$195.00
Project Engineer/Manager	Per Hour		\$154.00
Administrative Assistant	Per Hour		\$ 85.00
Report Review	Each		\$ 75.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants
- 6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.
- 12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.
- 13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.
- 14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

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

Rubino Engineering, Inc. _____

Company Name



Signature of Officer of Company

President _____

Title

JUNE 26, 2018

Date



June 26, 2018

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Subject: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Ciorba Group, Inc.

To Whom it May Concern:

In compliance with the Kane County Code referenced above this letter will service as our disclosure of:

- A. Campaign contributions for the last 12 months
 - B. Individuals having more than 5% ownership of shares in the Company
 - C. Names and contact information of lobbyists, agents, and representatives and,
 - D. A statement under oath that we have not withheld any disclosures as to the economic interest.
- Campaign Contributions: Ciorba has not made campaign contributions to Kane County officials in the past 12 months.
 - Ownership Interest in Ciorba Group. There are two individuals that hold more than 5% of the shares in Ciorba Group, Salvatore Di Bernardo (39%) and Gerald Heimsoth (20%), respectively.
 - Ciorba Group does not have any lobbyist, agents, or representatives who are or who would be having contact with Kane County employees or officials in relation to contracts or bids.
 - Ciorba Group has not withheld or reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

If you have any questions or require additional information, please call 773.775.4009.

Sincerely,

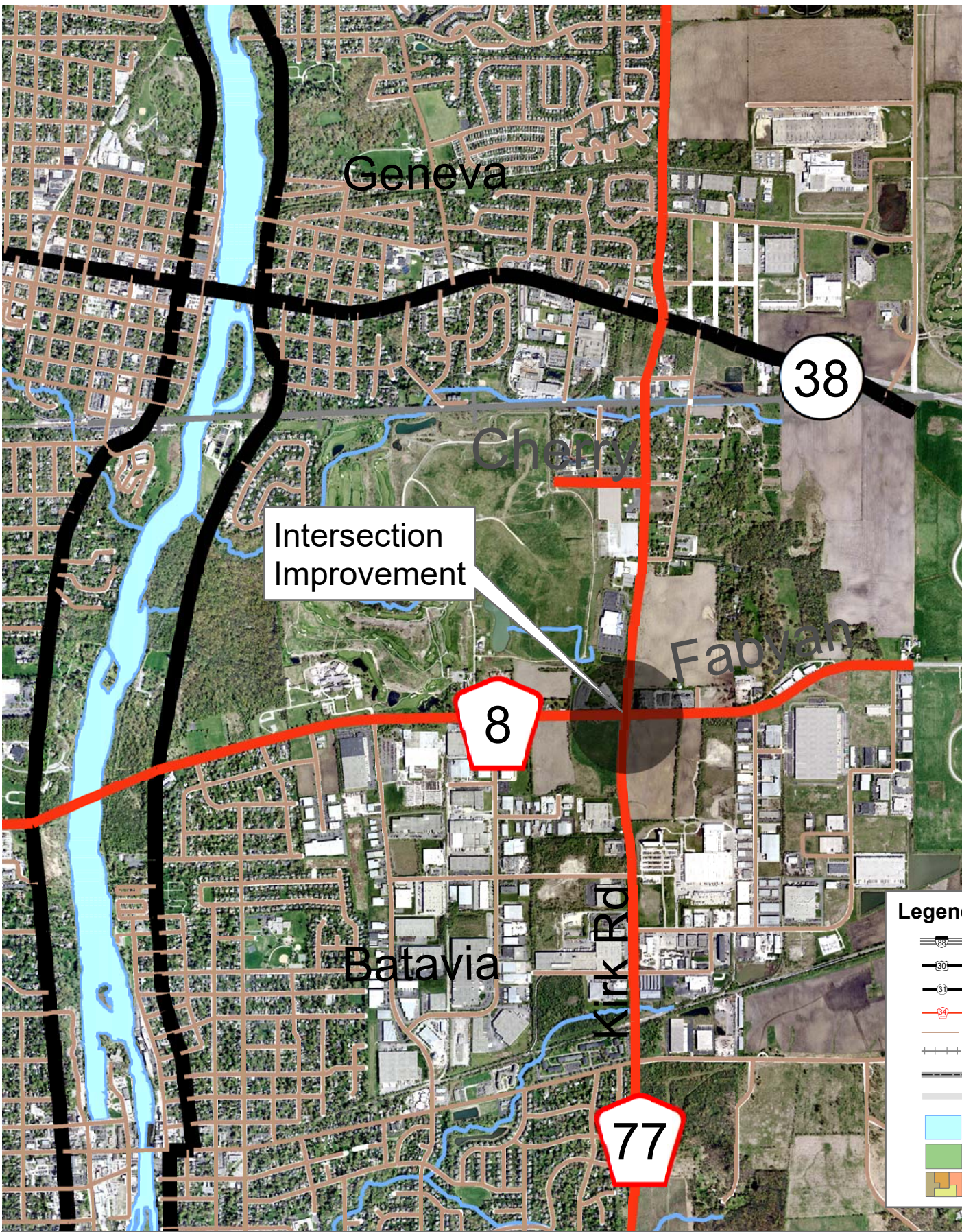
CIORBA GROUP, INC.

Gerald W Heimsoth PE
President

Signed to and affirmed before me on June 26, 2018 by Gerald W Heimsoth.



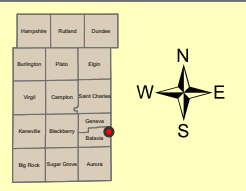
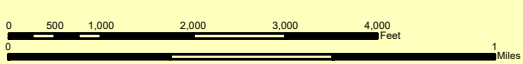
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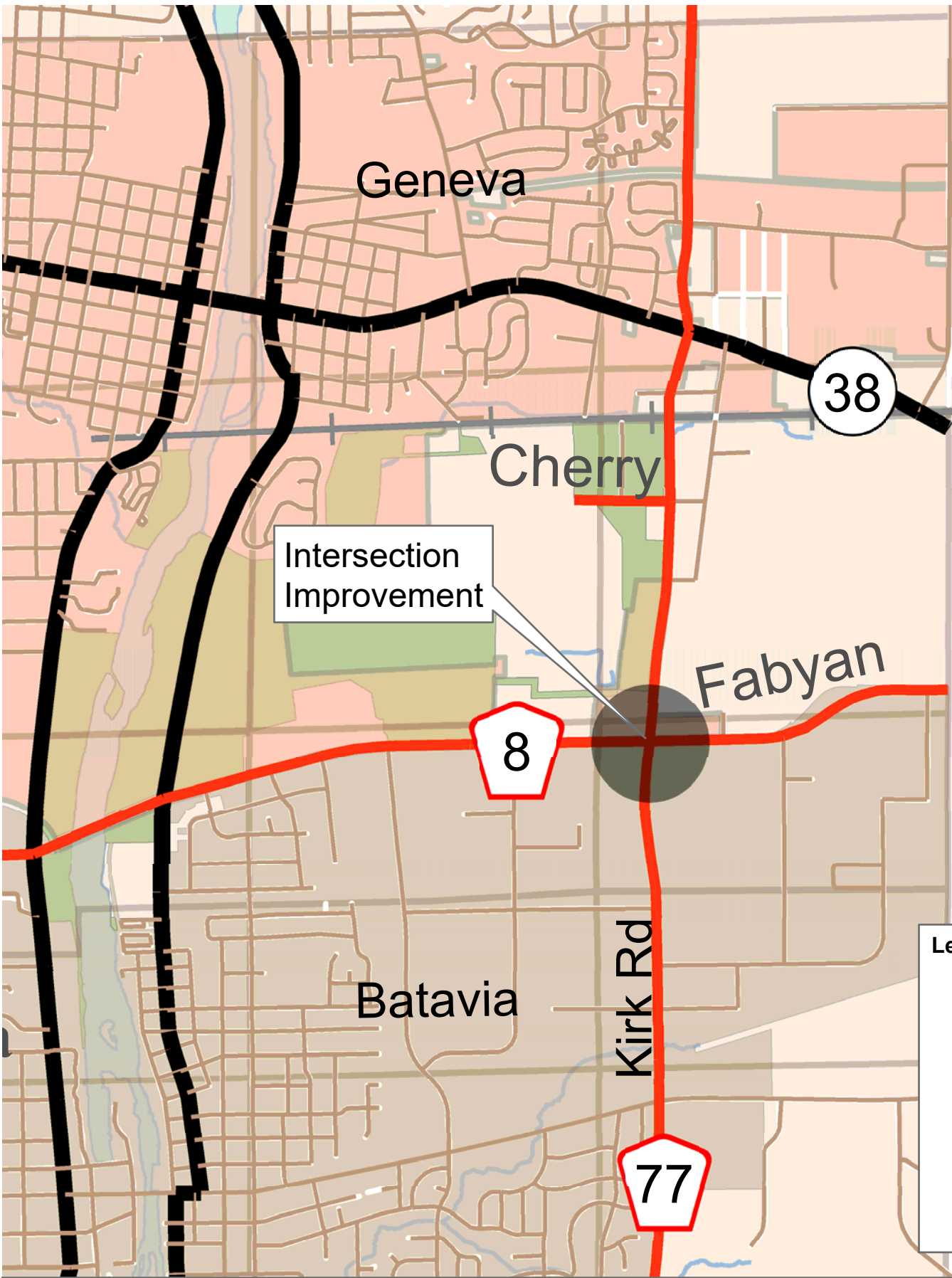
Legend

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

Section Number 11-00201-04-CH
 Fabyan Parkway at Kirk Road
 Intersection Improvement



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Intersection Improvement

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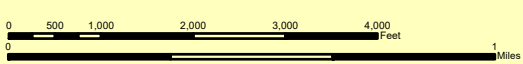
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Legend

- Interstates
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- County Boundary
- Township Boundary
- Fox River
- Forest Preserves
- Municipalities

Section Number 11-00201-04-CH
 Fabyan Parkway at Kirk Road
 Intersection Improvement



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RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Agreement with Commonwealth Edison Company for Relocation of Facilities, Longmeadow Parkway Bridge Corridor, 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: \$305,000.00
If not budgeted, explain funding source: N/A	

Summary:

Within the limits of Longmeadow Parkway, C1 (the Fox River bridge), ComEd has existing utility easements adjacent to Sandbloom Road and Williams Road. The construction of the new Fox River Bridge and the Longmeadow Parkway over Sandbloom Road Bridge impacts existing ComEd facilities in these easements. Consequently, the County is responsible for the cost to relocate these facilities.

ComEd's estimated cost is \$305,000. Some of the existing overhead lines will be buried to eliminate conflicts.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN AGREEMENT WITH COMMONWEALTH EDISON COMPANY FOR RELOCATION OF FACILITIES, LONGMEADOW PARKWAY BRIDGE CORRIDOR, SECTION C-1, KANE COUNTY SECTION NO. 13-00215-20-BR

WHEREAS, Commonwealth Edison Company (ComEd) has existing utility easements within the limits of Kane County Highway No. 86 (Longmeadow Parkway Bridge Corridor, Section C-1); and

WHEREAS, the County of Kane is responsible for the relocation cost of the ComEd facilities within their easement(s) near the New Fox River Bridge and the Longmeadow Parkway over Sandbloom Road Bridge; and

WHEREAS, the estimated costs to relocate the existing overhead ComEd facilities is approximately Three Hundred Five Thousand Dollars (\$305,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane enter into a facilities relocation agreement with ComEd and further authorizes the Chairman thereof to execute an agreement with the Commonwealth Edison Company for relocation of electric facilities within the limits of Longmeadow Parkway.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Three Hundred Five Thousand Dollars (\$305,000) from Transportation Sales Tax Fund #305, Line Item #73010 (Bridge Construction) to pay for said construction services for the Improvement.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 LMPComEd

Commonwealth Edison Company
Public Relocation Department
One Lincoln Centre
Oak Brook Terrace, IL 60181

www.comed.com

An Exelon Company

August 8, 2018

Mike Zakosek, P.E.
Chief of Design
Kane County Department of Transportation

Work Order: 15014901
ITN/EPS: 56163/TBD

Re: Relocation of overhead electric facilities to underground along **Sandbloom Road at the proposed Longmeadow Parkway bridge**, as occupied. All ComEd facilities are located within existing ComEd utility easements.

Dear Mr. Zakosek,

This letter is in reply to an inquiry regarding the **Kane County Department of Transportation's** (the department) request to relocate ComEd's overhead electric lines along **Sandbloom Road** to underground. More specifically, the subject electric lines are currently situated along Sandbloom Road approx. 170' north and south of the proposed Longmeadow Parkway bridge.

The estimated cost to relocate the existing overhead facilities is approximately **\$305,000**. This is a **non-binding, high-level cost estimate prepared** for budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. The department should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project.

General Assumptions:

- This cost estimate is good for 60 days from the date on this letter.
- This estimate is for the relocation of ComEd electric facilities only. The department will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Department will be responsible to obtain all permits and easements at the department's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops & installation of transformer & switchgear pads) are the responsibility of the department.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of other's.
- Other's to provide ComEd with all required easements for underground facilities being installed, if applicable.
- All trees, shrubs and vegetation to be removed by other's in the proposed easement areas. Grade to be within 4" of final grade before ComEd starts its work.
- Others responsible to survey ROW lines, bore route & proposed structure elevations, etc.

Proposed Scope of Work:

- Remove approx. 4 poles and associated primary/secondary wire and equipment.
- Remove approx. 340' of 12kv 3-1/C primary aerial wire.
- Install approx. 340' of 2-6" conduits.
- Install approx. 340' 12kV primary underground cables and other associated underground equipment.
- Install approx. 2 overhead terminal poles and 1 corner pole.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

'Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.'

The department should take special note of the fact that ComEd must meet our "Service" obligations at least cost to our "Ratepayers." Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the department desire to place additional facilities underground, the department will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the department will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

Once the department approves proceeding with the project there will be a progressive payment schedule. This would include a first partial payment of 50% of the construction cost estimate ($\$305,000/2 = \$152,500$) with the potential for multiple payments as construction progresses. Final invoicing will occur upon completion of all work based on actual charges.

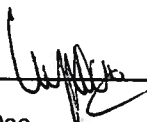
If the department desires to proceed with relocation, the first partial payment is required in the amount of **\$152,500** at a minimum of 5 weeks prior to the start of construction. This charge is non-refundable, and will be applied towards the total cost of the project if the department authorizes the construction work to proceed.

If you have questions please feel free to call me directly.

Sincerely,


Adam Sadkowski
Project Engineer
Public Relocation Department
Office: 630-985-4043
Adam.Sadkowski@ComEd.com

ComEd Approvals:



Lap Dao
Manager Public Relocation

Customer Approvals:



Mike Zakosek
Kane County Dept. of Transp.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving Memorandum of Understanding Between the Illinois State Toll Highway Authority and the County of Kane for Longmeadow Parkway Toll Bridge Tolling Coordination, Kane County Section No. 94-00215-01-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

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

Summary:

The Illinois Tollway has drafted a Memorandum of Understanding in order to lay the groundwork to provide various services related to the collection of tolls as part of the new Longmeadow Parkway toll bridge. A formal Intergovernmental Agreement will follow in the future in advance of the opening of the new toll bridge.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

**APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE ILLINOIS STATE
TOLL HIGHWAY AUTHORITY AND THE COUNTY OF KANE FOR LONGMEADOW
PARKWAY TOLL BRIDGE TOLLING COORDINATION, KANE COUNTY SECTION NO. 94-
00215-01-BR**

WHEREAS, the County of Kane ("County") will be constructing the new four-lane Longmeadow Parkway Bridge crossing the Fox River as part of the Longmeadow Parkway Bridge Corridor, funding for which is intended to include bond revenue that is planned to be repaid through tolls collected at the Longmeadow Parkway Toll Bridge; and

WHEREAS, the County is authorized pursuant to the County Toll Bridge Act (605 ILCS 5/10-302), of the Illinois Highway Code to enter into an intergovernmental agreement with the Illinois State Toll Highway Authority ("ISTHA") to provided electronic toll collection or toll violation enforcement services and, ISTHA is authorized pursuant to the Illinois Toll Highway Act (605 ILCS 10/1 et seq.) of said Code to enter into an intergovernmental agreement with the County to provided collection, enforcement, and administration of tolls, fees, revenue, and violations; and

WHEREAS, County Division of Transportation staff is required pursuant to Kane County Resolution 10-238 to coordinate with ISHTA in order to design, construct and operate an electronic toll collection system for the Longmeadow Parkway Toll Bridge and the County has requested ISTHA's assistance to implement and provide ongoing services to support County electronic tolling and other services at the Longmeadow Parkway Toll Bridge; and

WHEREAS, County staff in cooperation with ISHTA staff have developed a Memorandum of Understanding ("MOU") to set forth the various responsibilities of the County and ISHTA toward the provision of electronic tolling services in conjunction with the Longmeadow Parkway Toll Bridge; (a copy of which is on file in the office of the Kane County Clerk); and

WHEREAS, a MOU is appropriate and is authorized pursuant to Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.) to set forth the understandings of the County and ISHTA regarding electronic tolling services at the Longmeadow Parkway Toll Bridge.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County enter into a Memorandum of Understanding with the Illinois State Highway Tollway Authority memorializing the understandings and acknowledgments between the County and Illinois State Highway Tollway Authority regarding electronic tolling services for the Longmeadow Parkway Toll Bridge.

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 LMPMOAISTHA

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND THE COUNTY OF KANE
FOR LONGMEADOW PARKWAY TOLL BRIDGE TOLLING COORDINATION**

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2018, by and between the Illinois State Toll Highway Authority (“Illinois Tollway”), an instrumentality and administrative agency of the State of Illinois, and the County of Kane, a body corporate and politic of the State of Illinois, (“County”). The Illinois Tollway and the County may hereinafter be referred to individually as the “Party” and collectively as the “Parties”.

WITNESSETH:

Whereas, the County in order to alleviate traffic congestion and ensure safety to the motoring public is improving and constructing the Longmeadow Parkway Bridge Corridor, and intends to construct a four-lane bridge crossing the Fox River; and

Whereas, a portion of the funding of the improvement and construction of the Longmeadow Parkway Bridge Corridor includes \$30 million in future bond revenue to be repaid through tolls collected at the Longmeadow Parkway Toll Bridge over the Fox River (“LPTB”); and

Whereas, the County has requested the Illinois Tollway’s assistance to implement and provide ongoing services to support electronic tolling at the LPTB; and

Whereas, the Illinois Tollway has been granted the authority pursuant to the Toll Highway Act (605 ILCS 10/1 et seq.), (“Act”) “to enter into an intergovernmental agreement or contract with a unit of local government or other public or private entity for the collection, enforcement, and administration of tolls, fees, revenue, and violations; and

Whereas, the General Assembly finds that electronic toll collection systems in Illinois should be standardized to promote safety, efficiency, and traveler convenience. The Illinois Tollway shall cooperate with other public and private entities to further the goal of standardized toll collection in Illinois and is authorized to provide toll collection and toll violation enforcement services to such entities when doing so is in the best interest of the Illinois Tollway and consistent with its obligations under Section 23 of the Act. (605 ILCS 10/11(f)); and

Whereas, assisting Kane County in this project would be in the best interest of the Illinois Tollway and is consistent with its obligations of Section 23 of the Act; and

Whereas, the County is authorized pursuant to the County Toll Bridge Act (605 ILCS 5/10-302), to enter into an intergovernmental agreement with the Illinois Tollway to provided electronic toll collection or toll violation enforcement services; and

Whereas, the Illinois Tollway agrees to implement and provide ongoing services to support electronic tolling at the LPTB, subject to the County reimbursing the Illinois Tollway for initial start-up, and ongoing operational services; and

Whereas, this MOU for Illinois Tollway recording purposes shall be known as #002018-19 and outlines the general understanding between the Parties to determine and establish their respective responsibilities for implementation and ongoing support services at the LPTB; and

Whereas, the Illinois Tollway by virtue of its powers as set forth in the “Toll Highway Act,” 605 ILCS 10/1 *et seq.* is authorized to enter into this MOU; and

Whereas, the County by virtue of its powers as set forth in the “County Toll Bridge Act of the Illinois Highway Code,” 605 ILCS 5/10-302 *et seq.* is authorized to enter into this MOU; and

Whereas, a cooperative MOU is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and under the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 *et seq.*

Now, therefore, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto agree to the following summary of the responsibilities and participation of each Party in the implementation of LPTB tolling; to wit:

I. ILLINOIS TOLLWAY RESPONSIBILITIES

A. Illinois Tollway initial account creation, integration and implementation including:

1. Creation and integration of a LPTB toll plaza on the Illinois Tollway Host and lane traffic and revenue maintenance system.
2. Addition of the LPTB plaza to Illinois Tollway operational back office systems, customer service (commercial back office), and I-PASS reciprocity applications and systems.
3. Toll collection system testing, certification, and support.
4. Development of reporting, user access roles, and customized functionality, as needed.
5. Sponsorship of LPTB to the E-ZPass Group, allowing E-ZPass consortium patrons to utilize the LPTB facility.

B. Illinois Tollway ongoing operations and maintenance services including:

1. Annual account maintenance, licensing, and application support.
2. Transponder based toll processing of I-PASS and E-ZPass transactions for usage of the LPTB facility.
3. Video based toll processing of license based I-PASS and E-ZPass transactions to I-PASS and E-ZPass accounts for usage of the LPTB facility.

4. Image review services, including certification of license plate information provided by transactions sent to the Illinois Tollway.
5. Financial processing, reporting, and reconciliation of electronic tolling services as described above.

C. After the County passes a resolution or ordinance adopting the limitations on disclosing confidential I-PASS records as set forth in Section 19 of the Toll Highway Act, the Illinois Tollway will share access with County to its I-PASS and violation databases to the limited extent necessary for County to operate, maintain and service the account.

II. COUNTY RESPONSIBILITIES

A. The County agrees to pass a resolution or ordinance adopting the Illinois Tollway's Privacy Policy and making the terms thereof applicable to the County.

B. County operations necessary to maintain successful toll collecting capabilities including:

1. Provide roadway signage and messaging necessary to effectively communicate tolling procedures and assist I-PASS and E-ZPass patrons of the LPTB facility.
2. Provide in-lane and roadside technologies capable of capturing I-PASS and E-ZPass transponder and license plate information.
3. Provide network connectivity compatible with Illinois Tollway functionality and security standards.
4. Be responsible for any pass-through charges necessary for processing of electronic tolling services provided for the County, including credit card fees and E-ZPass membership dues and/or fees.
5. Be responsible for maintenance of roadside electronic tolling technologies, data transmission and storage capacity, and network technologies necessary for transmission of toll transactions.
6. Independently pursue unpaid toll violations not associated with I-PASS and E-ZPass accounts.
7. Maintain customer service support related to tolling disputes, including but not limited to violations, and invoicing.

C. The Parties agree that the County shall adopt a resolution or ordinance, pursuant to a separate intergovernmental agreement between the Parties, granting the County the authority to prohibit obscuring license plates through a cover or chemical additive as set forth in Section 27 of the Toll Highway Act.

III. FINANCIAL

A. The Illinois Tollway will provide LPTB toll collection services for the County will compensate the Illinois Tollway for services rendered on its behalf based upon a to be determined transaction and fee schedule mutually acceptable to each Party.

IV. GENERAL PROVISIONS

A. The Parties intend to enter into an intergovernmental agreement based upon this executed MOU to further determine and establish respective responsibilities toward transaction and fee schedule review, reimbursement terms and schedule, future operational requirements, and maintenance responsibilities.

B. This MOU may be executed in two (2) or more counterparts, each of which shall be deemed original and all of which shall be deemed one and the same instrument.

C. This MOU may only be modified in writing executed by duly authorized representatives of the Parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

In witness thereof, the Parties have executed this MOU on the dates indicated.

THE COUNTY OF KANE

By: _____
Christopher J. Lauzen
County Board Chairman
Kane County, Illinois

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Elizabeth Gorman, Executive Director

Date: _____

MOU_Kane County-LPTB_Draft.07.26.18

DRAFT

McHenry Co

Lake - Cook Rd

Longmeadow

New Construction












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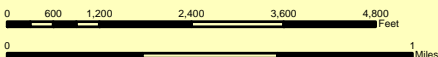
31

68

Legend

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

Section Number 13-00215-20-BR
 Longmeadow Parkway
 Illinois Route 31 to Illinois Route 25



McHenry Co

Lake - Cook Rd.

Barrington Hills

Longmeadow

New Construction

62

25












31

Carpentersville

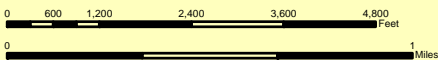
68

East Dundee

Legend

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

Section Number 13-00215-20-BR
 Longmeadow Parkway
 Illinois Route 31 to Illinois Route 25





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Approving an Professional Services Agreement with Jensen Right of Way Associates, Inc. of Oak Brook, Illinois for On-Call Land Acquisition Negotiator Services, Kane County Section No. 18-00486-00-LA

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$150,000.00
If not budgeted, explain funding source: N/A	

Summary:

The On-Call Land Acquisition Negotiator Services will perform all services necessary to negotiate and present to the Kane County State's Attorney's office for closing right-of-way required for the construction of various selected projects in Kane County. All such services shall be performed in accordance with the policies of KDOT, and the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

Staff completed the qualifications-based consultant selection process and has negotiated an on-call agreement with Jensen Right of Way Associates, Inc. for an amount not to exceed \$150,000. The agreement will be for two years of services with an optional third year at the discretion of the County Engineer. Details of the selection process can be found on our website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO.

APPROVING AN PROFESSIONAL SERVICES AGREEMENT WITH JENSEN RIGHT OF WAY ASSOCIATES, INC. OF OAK BROOK, ILLINOIS FOR ON-CALL LAND ACQUISITION NEGOTIATOR SERVICES, KANE COUNTY SECTION NO. 18-00486-00-LA

WHEREAS, the County of Kane (County) requires the services of Illinois Department of Transportation (IDOT) certified real estate specialist for the purpose of on-call negotiation of proposed right of way for acquisition by the County; and

WHEREAS, the Kane County Division of Transportation has solicited and received proposals for on-call negotiation services and through an interview process has selected Jensen Right of Way Associates, Inc., 2021 Midwest Road, Suite 200, Oak Brook, IL 60523 to provide said negotiation services pursuant to an on-call negotiation agreement, (a copy of which is on file in the office of the Kane County Clerk).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane enter into an agreement with Jensen Right of Way Associates, Inc. and that the County Board Chairman is hereby authorized to execute an agreement therewith to provide on-call negotiation services for the County.

BE IT FURTHER RESOLVED that there is hereby appropriated the not to exceed sum of One Hundred Fifty Thousand Dollars (\$150,000.00) from County Highway Fund #300 Line Item # 74010 (Highway Right-of Way) for said negotiation services.

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?
300.520.520.74010	Highway Right-of-Way	Yes	Yes	

Passed by the Kane County Board on September 11, 2018.

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

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

Vote:

18-09 ROWNegotiator

**AN AGREEMENT WITH JENSEN RIGHT OF WAY ASSOCIATES, INC.
THE ON-CALL LAND ACQUISITION NEGOTIATOR SERVICES
KANE COUNTY SECTION NO. 18-00486-00-LA**

PURCHASE ORDER #2018-

This AGREEMENT made this 11th day of September 2018 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the “COUNTY”), and, JENSEN RIGHT OF WAY ASSOCIATES, INC., an Illinois corporation authorized to do business in the State of Illinois with offices at 2021 Midwest Road, Suite 200, Oak Brook, IL 60523 (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 to improve and maintain various building facilities throughout Kane County; and,

WHEREAS, the COUNTY desires professional services for On-Call Land Acquisition Negotiation , Kane County Section No. 18-00486-00-LA, (hereinafter referred to as the “PROJECT”); and

WHEREAS, in order to complete the PROJECT, it is necessary to retain the services of an on call professional right of way negotiation firm to perform professional land acquisition negotiation services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in land acquisition negotiation services and is willing to perform said services for the PROJECT in an amount not to exceed One Hundred Fifty Thousand and no/100 Cents (\$150,000.00); and

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 The PARTIES acknowledge and agree that this Agreement is a “Task Order contract” that neither procures nor specifies a predetermined quantity of services to be performed by the Consultant and which provides for the issuance of “task orders” by the COUNTY for the performance of the services described therein by the CONSULTANT of an unknown number of tasks during the term hereof.

2.2 Services for the PROJECT are to be provided by the CONSULTANT according to specifications set forth in Exhibit "A" Scope of Services 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 five (5) days after a specific Task Order 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 actual hourly rates for personnel working on the PROJECT. The average hourly rates and hourly rate ranges are set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates include overhead and profit.

6.3 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.

6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed One Hundred Fifty Thousand and no/100 Cents (\$150,000.00).

6.5 The CONSULTANT shall use the COUNTY'S Automatic Clearing house (ACH) payment program. The following link shall be used to complete the vendor agreement:

http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/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 One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.

D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The certificate(s) of insurance shall indicate the County of Kane as the Certificate Holder and shall also indicate the Section Number set forth in the title to this Agreement. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional 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, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.3 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, 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 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 legally 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, 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 any 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 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 measures 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. September 10, 2020.

- 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 available 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.
- 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 one year.
- 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 (30) 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

JENSEN RIGHT OF WAY ASSOCIATES, INC.
2021 Midwest Road, Suite 200
Oak Brook, IL 60523
Attn: Sally Jensen

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

COUNTY OF KANE

JENSEN RIGHT OF WAY ASSOCIATES,
INC.

CHRISTOPHER J. LAUZEN
CHAIRMAN, KANE COUNTY BOARD

NAME
SALLY JENSEN

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

NAME
TITLE:

(seal)

Exhibit A SCOPE OF SERVICES

The CONSULTANT shall perform all services necessary to negotiate and present to the Kane County State's Attorney for closing various right-of-way required for the construction of various selected projects in Kane County. These services shall be provided by the CONSULTANT as an independent contractor of the County of Kane. All such services shall be performed in accordance with the policies of KDOT, and the Illinois Department of Transportation (IDOT) Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

The CONSULTANT shall perform the services as set forth herein as well as furnish and deliver to KDOT prior to execution all required documents, including draft conveyance documents and other forms and documents required by KDOT or the Kane County State's Attorney to evidence the proposed acquisition of the right-of-way free and clear of all liens and encumbrances or, in the alternative, the information necessary for KDOT to undertake eminent domain proceedings in order to acquire the right-of-way.

The CONSULTANT shall conduct a site visit in order to negotiate the acquisition of the right of way parcels. If negotiations fail or are terminated for any other reason (e.g., missing property owner or title exceptions which cannot be removed), the CONSULTANT shall make a recommendation to KDOT to acquire the right-of-way by means of eminent domain proceedings. The CONSULTANT shall prepare and submit prior to execution thereof to the Kane County State's Attorney of all deeds, grants of easements, releases, affidavits, receipts and all other documents necessary to properly acquire the needed parcels and those documents necessary in the opinion of the Kane County State's Attorney to clear title in accordance with the policies and procedures of KDOT (and IDOT, if applicable).

The CONSULTANT shall provide testimony in court as a witness on behalf of KDOT during eminent domain trials to detail the negotiation process and communications with the property owner concerning the right-of-way.

The CONSULTANT shall prepare and maintain timely and accurate parcel data information as required by KDOT and IDOT.

When applicable, submission of all necessary documentation including, without limitation, negotiator's notes for each parcel in order to obtain approval of the right-of-way acquisition process by KDOT and, if applicable, certification of the right-of-way acquisition process by IDOT.

The CONSULTANT shall be responsible for the accuracy of the work and shall be required to make prompt revisions or corrections resulting from any form errors, omissions or negligent acts when necessary without additional compensation. Any acceptance of work by the County shall not relieve the selected firm of the responsibility to make any subsequent correction(s) of any errors or omissions or for clarification of any ambiguities in the work.

Exhibit B
BUDGET

Services will be rendered on a task order basis for a not to exceed amount of \$150,000.00 at a rate and method of compensation as described below. Compensation for the land acquisition services provided under this PROJECT, as authorized by work orders, will be based upon the unit prices as follows:

- Negotiations at \$3,000 EACH
- Update or Revision to Negotiation at \$1,500 EACH
- Court appearance at \$150 HOURLY

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

JENSEN RIGHT OF WAY ASSOCIATES, INC.

2021 Midwest Rd, Suite 200
Oak Brook, IL 60523

Phone: (630) 396-6870
jensen.row@comcast.net

Contractor Disclosure under Kane County's Ethics Ordinance No. 10-206

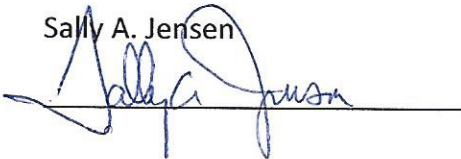
The following disclosures are made in reference to the requirements of Kane County's Ethic Ordinance No. 10-206, as amended by Ordinance No. 15-279:

That Sally A. Jensen, residing at 8 Brighton Lane, Oak Brook, Illinois, 60523, is the 100% owner of Jensen Right of Way Associates, Inc. and its President. All contact relating to the bid/contract is through Ms. Jensen. There are no lobbyists, agents or representatives for Jensen Right of Way Associates, who have contact with employees or officials in relation to the bid/contract.

Additionally, neither Ms. Jensen nor any family members has made any political contributions to any official or potential official in Kane County, nor has she or any family member been involved in any way in any aspect of the political process in Kane County.

I, Sally A. Jensen, state under oath that I have withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the use or purpose for which I seek, through my company, Jensen Right of way Associates, Inc. from the County Board or other county agency actions.

Sally A. Jensen



Date

August 7, 2018

Given under my hand and Notarial Seal this 7th day of August, 2018.

SEAL



Notary Public

