

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 252

**APPROVING A PHASE II ENGINEERING SERVICES AGREEMENT
WITH RJN GROUP, INC. FOR
ORCHARD ROAD FROM U.S. ROUTE 30 TO SOUTH OF JERICHO ROAD
KANE COUNTY SECTION NO. 99-00232-00-WR**

WHEREAS, Phase II Engineering services are needed for the proposed improvement of Orchard Road (Kane County Highway No. 83) from U.S. Route 30 to south of Jericho Road (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 II Engineering services; and

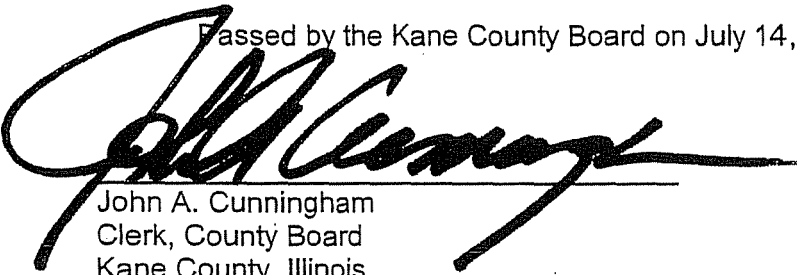
WHEREAS, RJN Group, Inc., 200 West Front Street, Wheaton, IL 60187 has experience and professional expertise in Phase II Engineering and is willing to perform the required services for an amount not to exceed Two Hundred Seventy Five Thousand Four Hundred Twenty Eight and 42/100 Dollars (\$275,428.42).

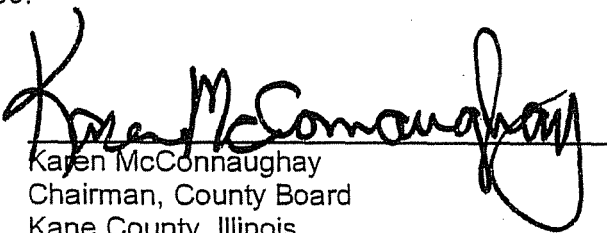
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase II Engineering services agreement with RJN Group, Inc. (a copy of which is on file with the County Clerk's Office).

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Two Hundred Seventy Five Thousand Four Hundred Twenty Eight and 82/100 Dollars (\$275,428.82) from Transportation Sales Tax #305, Line Item #50140 (Engineering) to pay for said Phase II Engineering services with approximately \$137,714.41 reimbursement thereof from federal funds.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on July 14, 2009.


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


Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote: _____
Yes 23
No _____
Voice _____
Abstentions _____

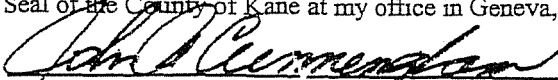
7ORCHRJNPHII.4LH

STATE OF ILLINOIS
COUNTY OF KANE

DATE JUL 23 2009

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.

In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.


John A. Cunningham Kane County Clerk

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Engineering Agreement with RJN Group for Phase II Engineering
for Orchard Road from US 30 north to Cornell Drive, Kane Co. Sec. #99-00232-02-WR

Submitted by: Paul Holcomb

Date Submitted: _____

Examined by: Pat Jaeger
(Print name)


(Signature)

June 10, 2009
(Date)

Comments: _____

Chairman signed: ☒ Yes ☐ No 9-29-09
(Date)

Document returned to: County Clerk

Local Agency County of Kane	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation PURCHASE ORDER #2009-2024	CONSULTANT	Consultant RJN Group, Inc.
County Kane				Address 200 West Front Street
Section 99-00232-00-WR				City Wheaton
Project No. F-0336 (004)				State Illinois
Job No. D-91-142-99				Zip Code 60187
Contact Name/Phone/E-mail Address Paul Holcomb / 630-584-1170 holcombpaul@co.kane.il.us				Contact Name/Phone/E-mail Address Mark A. Kazich / 630-682-4700 mkazich@rjn.com

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Orchard Road Reconstruction Route C.H. 83 Length 6,600 Structure No. N/A

Termini Project begins 500 feet north of U.S. Route 30 and ends approximately 740 feet south of Jericho Road (C.H. 24)

Description Project consists of the widening and reconstruction of Orchard Road with the above limits. Project improvements consist of reconstructing the existing two-lane roadway to a four-lane PCC pavement with with curb and gutter along with a median barrier. Work also includes a new 4-cell box culvert, storm sewers, lighting at intersections, permanent traffic signals at 2 intersections and landscaping.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 540 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - 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 the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☒ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☒ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☒ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = $14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
 ☐ CPFF = $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$, or
 ☐ CPFF = $14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☒ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☐ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department 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.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, 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 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.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

11. The supplement is in the best interest of the LA (County) and is authorized by law.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
RJN Group, Inc.	36-2838939	\$199,017.77
Sub-Consultants:	TIN Number	Agreement Amount
Wills, Burke and Kelsey Associates	36-4251536	\$58,008.33
Testing Service Corporation	35-0937582	\$8,750.00
Sunjoy, Inc.	36-3610137	\$5,752.65
Webster, McGrath & Ahlberg, Ltd.	36-3207900	\$3,900.00
Sub-Consultant Total:		\$76,410.98
Prime Consultant Total:		\$199,017.77
Total for all Work:		\$275,428.75

Executed by the LA:

Kane County

(Municipality/Township/County)

ATTEST:

By: _____

John A. Cunningham, County Clerk

(SEAL)

By: Karen McConaughy

Title: Chairman, County Board

Executed by the ENGINEER:

ATTEST:

RJN Group, Inc.

By: Valerie Kelley

By: Carol Hollerbach

Title: Corporate Secretary

Title: President/CEO

Exhibit A - Preliminary Engineering

Route: FAP 0336

Local Agency: Kane County
(Municipality/Township/County)

Section: 99-00232-02-WR

Project: F-0336 (004)

Job No.: D-91-142-99

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

Overhead Rate (OH)	196.95	%
Complexity Factor (R)	0.00	
Calendar Days	540	

Method of Compensation:

Cost Plus Fixed Fee 1	<input checked="" type="checkbox"/>	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

Cost Estimate of Consultant's Services in Dollars

[illegible]

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

RJN Group, Inc.
Supplement

DATE 09/18/09
PTB NO.

CONTRACT TERM
START DATE
RAISE DATE

18 MONTHS
10/1/2009
2/1/2010

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

196.95%
0
3.00%

ESCALATION PER YEAR

10/1/2009 - 2/1/2010

2/2/2010 - 2/1/2011

2/2/2011 - 4/1/2011

4
18

12
18

2
18

= 22.22%
= 1.0268

68.67%

11.79%

The total escalation for this project would be:

2.68%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

RJN Group, Inc. **DATE**
Supplement

09/18/09

ESCALATION FACTOR **2.68%**

[illegible]

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM
PSB
PRIME/SUPPLEMENT

RJN Group, Inc.
Supplement

OVERHEAD RATE
COMPLEXITY FACTOR

1.9695
0

DATE 09/18/09

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Topographic Survey	128	2,947.97	5,806.03		1,269.33				10,023.33	3.64%
	Utility Coordination	12	517.41	1,019.04		222.78				1,759.23	0.64%
	Update Hydraulic Anal.	8	316.49	623.33		136.27		8,265.29		9,341.38	3.39%
	Update LDS	8	316.49	623.33		136.27		14,515.25		15,591.34	5.66%
	Wetland Assessment	8	316.49	623.33		136.27		6,119.55		7,195.64	2.61%
	IDS - Orchard/Rochester	12	474.74	934.99		204.41		10,299.57		11,913.71	4.33%
	ROW Impacts	20	640.70	1,261.86		275.87				2,178.44	0.79%
	Box Culvert TS&L	40	1,479.16	2,913.21		636.89				5,029.26	1.83%
	Construction Staging	20	629.45	1,239.70		271.03				2,140.18	0.78%
	Prelim P&P - Rochester	20	629.45	1,239.70		271.03				2,140.18	0.78%
	Revised Plans	639	19,990.82	39,371.92		8,607.60		7,696.03		75,666.36	27.47%
	Revised ROW/TE Plats	8	316.49	623.33		136.27		3,900.00		4,976.09	1.81%
	Geotechnical Services	6	216.03	425.47		93.02		8,750.00		9,484.52	3.44%
	Storm Sewer Design & Inlet Spacing (3000')	80	2,540.30	5,003.13		1,093.80				8,637.23	3.14%
	Design Calculations	60	1,814.26	3,573.18		781.18				6,168.61	2.24%
	Specifications / S.P.	40	0.00	0.00		0.00				0.00	0.00%
	Quantity Calculations	76	2,577.60	5,076.57		1,109.85				8,764.02	3.18%
	Est. of Constr. Costs	32	1,095.27	2,157.14		471.60				3,724.01	1.35%
	Responses to Pre-Final Comments	40	1,497.11	2,948.55		644.62				5,090.28	1.85%
	Final PS&E	120	3,725.11	7,336.60		1,603.95				12,665.66	4.60%
	USACE Sec 404 Permit	4	158.25	311.66		68.14		7,259.68		7,797.73	2.83%
	Kane Cty. Stormwater Submittal	4	158.25	311.66		68.14		6,472.81		7,010.86	2.55%
	Floodway Const. Permit	4	158.25	311.66		68.14		3,132.80		3,670.85	1.33%
	Utility Relocation / New Services	34	1,281.08	2,523.08		551.60				4,355.76	1.58%
	Project Management	120	5,387.44	10,610.57	5,764.80	3,155.61	6,980.00			31,898.43	11.58%
	Coordination w/ IDOT	50	2,084.75	4,105.91		897.65				7,088.30	2.57%
	Coord. w/ Kane Cty	40	1,667.80	3,284.73		718.12				5,670.64	2.06%
	Coord. w/ Montgomery	16	547.64	1,078.57		235.80				1,862.01	0.68%
	Const. Consultation	25	1,054.30	2,076.45		453.96				3,584.72	1.30%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	1674	54,539.07	107,414.70	5,764.80	24,319.19	6,980.00	76,410.98	0.00	275,428.75	100.00%

Printed 9/18/2009 9:57 AM
DBE 0.00%

DBE

AVERAGE HOURLY PROJECT RATES

FIRM RJN Group, Inc.
PSB _____
PRIME/SUPPLEMENT Supplement

DATE 09/18/09

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Topographic Survey			Utility Coordination			Update Hydraulic Anal.			Update LDS			Wetland Assessment		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Manager	50.23	404	24.13%	12.12				8	66.67%	33.49	4	50.00%	25.11	4	50.00%	25.11	4	50.00%	25.11
Structural Engineer	47.88	62	3.70%	1.77															
Project Engineer	28.89	568	33.93%	9.80	8	6.25%	1.81	4	33.33%	9.63	4	50.00%	14.45	4	50.00%	14.45	4	50.00%	14.45
Engineer	26.08	68	4.06%	1.06	60	46.88%	12.22												
CAD Technician	26.08	512	30.59%	7.98															
Field Technician	19.20	60	3.58%	0.69	60	46.88%	9.00												
Clerical	23.54	0																	
		0																	
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TOTALS		1674	100%	\$33.42	128	100.00%	\$23.03	12	100%	\$43.12	8	100%	\$39.56	8	100%	\$39.56	8	100%	\$39.56

PRIME/SUPPLEMENT Supplement

SHEET 2 OF 5

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AVERAGE HOURLY PROJECT RATES

FIRM RJN Group, Inc.
PSB
PRIME/SUPPLEMENT Supplement

DATE 09/18/09

SHEET 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Revised ROW/TE Plats			Geotechnical Services			Storm Sewer Design & Inlet S			Design Calculations			Specifications / S.P.			Quantity Calculations		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Mana	50.23	4	50.00%	25.11	2	33.33%	16.74	16	20.00%	10.05	8	13.33%	6.70	12	30.00%	15.07	20	26.32%	13.22
Structural Engineer	47.88																		
Project Engineer	28.89	4	50.00%	14.45	4	66.67%	19.26	24	30.00%	8.67	20	33.33%	9.63	28	70.00%	20.23	40	52.63%	15.21
Engineer	26.08																		
CAD Technician	26.08							40	50.00%	13.04	32	53.33%	13.91				16	21.05%	5.49
Field Technician	19.20																		
Clerical	23.54																		
TOTALS		8	100%	\$39.56	6	100%	\$36.01	80	100%	\$31.75	60	100%	\$30.24	40	100%	\$35.29	76	100%	\$33.92

SHEET 4 OF 5

Printed 9/18/2009 9:58 AM

Name	RJN Group, Inc.
Address	200 West Front Street
Telephone	630-682-4700
TIN Number	36-2838939

Local Agency	Kane County Division of Transportation
Section Number	99-00232-02-WR
Project Number	F-0336 (0004)
Job Number	D-91-142-99

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Wills Burke Kelsey Associates, Ltd.	36-4251536	
Testing Service Corporation	35-0937582	
Sunjoy, Inc.	36-3610137	
Webster, McGrath & Ahlberg, Ltd.	36-3207900	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - 252

**APPROVING A PHASE II ENGINEERING SERVICES AGREEMENT
WITH RJN GROUP, INC. FOR
ORCHARD ROAD FROM U.S. ROUTE 30 TO SOUTH OF JERICHO ROAD
KANE COUNTY SECTION NO. 99-00232-00-WR**

WHEREAS, Phase II Engineering services are needed for the proposed improvement of Orchard Road (Kane County Highway No. 83) from U.S. Route 30 to south of Jericho Road (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 II Engineering services; and

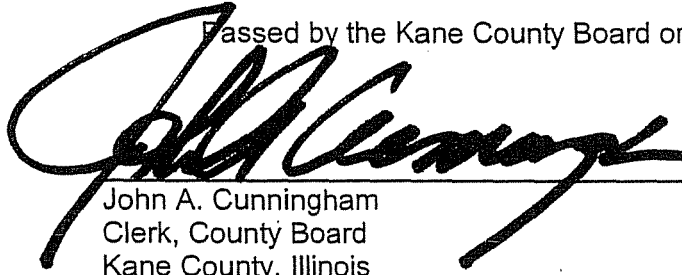
WHEREAS, RJN Group, Inc., 200 West Front Street, Wheaton, IL 60187 has experience and professional expertise in Phase II Engineering and is willing to perform the required services for an amount not to exceed Two Hundred Seventy Five Thousand Four Hundred Twenty Eight and 42/100 Dollars (\$275,428.42).

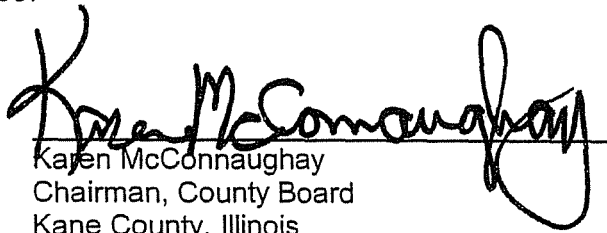
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase II Engineering services agreement with RJN Group, Inc. (a copy of which is on file with the County Clerk's Office).

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Two Hundred Seventy Five Thousand Four Hundred Twenty Eight and 82/100 Dollars (\$275,428.82) from Transportation Sales Tax #305, Line Item #50140 (Engineering) to pay for said Phase II Engineering services with approximately \$137,714.41 reimbursement thereof from federal funds.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on July 14, 2009.


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


Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote: _____
Yes 23
No _____
Voice _____
Abstentions _____

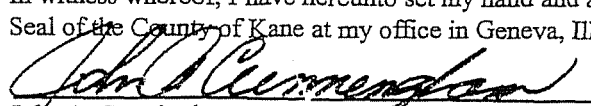
7ORCHRJNPHII.4LH

STATE OF ILLINOIS
COUNTY OF KANE

DATE JUL 23 2009

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.

In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.


John A. Cunningham, Kane County Clerk