

KANE COUNTY TRANSPORTATION COMMITTEE

AGENDA

April 27, 2009

1. **Call to Order**
2. **Approval of Minutes** – March 23, 2009
3. **Public Comment** – Items on the Agenda

Division of Transportation

4. **Finance**
 - A. Transportation Financial Reports – thru March 31, 2009
 - B. Kane County Finance Director Report
 - C. *Resolution:* Approval of Assignment of Contractual Rights and Obligations of Robert H. Anderson and Associates Inc. and Christopher B. Burke Engineering West LTD. To Wills Burke Kelsey Associates LTD.
5. **Maintenance**
 - A. Maintenance Report
 - B. *Resolution:* Purchase of Asphalt Emulsion Product, Kane County Division of Transportation
 - C. *Resolution:* Non-OEM Auto Parts and Supplies, Kane County Division of Transportation, Kane County Sheriff's Department
 - D. Adopt-A-Highway Approval
6. **Planning & Programming**
 - A. Planning & Programming Report
 - B. I-90 at IL47 Update by Village of Huntley
 - C. *Resolution:* Approving an Agreement for Regional Planning Liaison Services
 - D. *Resolution:* Appropriation for Chicago Metropolitan Agency for Planning (CMAP)
7. **Permitting**
 - A. Permit Report
8. **Project Implementation**
 - A. Implementation Report
 - B. Design
 1. Huntley Road at Galligan Road
 - a. *Resolution:* Approving a Phase I Engineering Services Agreement with Bloom Companies, LLC. for Huntley Road at Galligan Road, Kane County Section No. 08-00112-00-CH
 - b. *Resolution:* Approving an Intergovernmental Agreement with the State of Illinois for Phase I Engineering for Huntley Road at Galligan Road, Kane County Section No. 08-00112-00-CH

2. Fabyan Parkway at Van Nortwick
 - a. *Resolution:* Approving a Phase II Engineering Services Agreement with STV, Inc. for Fabyan Parkway at Van Nortwick Avenue, Kane County Section No. 08-00370-00-SP
3. Plank Road at IL 47
 - a. *Resolution:* Approving Amendment No. 1 to an Agreement With Patrick Engineering, Inc. for Final Design and Permitting Services, Plank Road at IL Route 47, Kane County Section No. 07-00356-00-CH

C. Construction

1. Stearns Road Bridge Corridor – Stage 4
 - a. *Resolution:* Approving Contract for Construction, Stearns Road Bridge Corridor – Stage 4, Stearns Road from McLean Boulevard to IL 25, Kane County Section No. 06-00214-20-BR
2. Bowes Road Bridge over Fitchie Creek
 - a. *Resolution:* Approving a Phase III Engineering Services Agreement with SEC Group, Inc. for Bowes Road Bridge over Fitchie Creek, Kane County Section No. 02-00293-00-BR
3. Keslinger Road Bridge over LaFox Tributary to Mill Creek
 - a. *Resolution:* Approving Contract for Construction, Keslinger Road Bridge over LaFox Tributary to Mill Creek, Kane County Section No. 07-00363-00-BR
 - b. *Resolution:* Approving a Phase III Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. for Keslinger Road Bridge over LaFox Tributary to Mill Creek, Kane County Section No. 07-00363-00-BR
4. Randall Road Bridge over UP RR
 - a. *Resolution:* Approving Contract for Construction, Randall Road over the Union Pacific Railroad, Kane County Section No. 08-00289-01-BR
5. Randall Road Interconnect from Main Street to Orchard Road
 - a. *Resolution:* Approving a Phase III Engineering Services Agreement with Hampton, Lenzini & Renwick, Inc., Randall Road Signal Interconnects from Orchard Road to Main Street, Kane County Section No. 07-00366-00-TL
 - b. *Resolution:* Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction and Construction Engineering for Randall Road Signal Interconnects from Orchard Road to Main Street, Kane County Section No. 07-00366-00-TL
6. Pavement Striping Program
 - a. *Resolution:* Approving Contract for Construction, 2009 Kane County Urethane & Thermoplastic Pavement Marking, Kane County Section No. 09-00000-02-GM
 - b. *Resolution:* Approving Contract for Construction, 2009 Kane County Paint Pavement Marking, Kane County Section No. 09-00000-03-GM
7. Pavement Crack Sealing Program
 - a. *Resolution:* Approving Contract for Construction, 2009 County Crack Sealing, Kane County Section No. 09-00000-04-GM

8. Township Resurfacing

- a. *Resolution:* Approving Contract for Construction, Big Rock Township Road District, Section No. 09-03000-01-GM
- b. *Resolution:* Approving Contract for Construction, Blackberry Township Road District, Section No. 09-04000-01-GM
- c. *Resolution:* Approving Contract for Construction, Burlington Township Road District, Section No. 09-05000-01-GM
- d. *Resolution:* Approving Contract for Construction, Campton Township Road District, Section No. 09-06000-01-GM
- e. *Resolution:* Approving Contract for Construction, St. Charles Township Road District, Section No. 09-14000-01-GM
- f. *Resolution:* Approving Contract for Construction, Virgil Township Road District, Section No. 09-16000-01-GM

D. Land Acquisition

1. *Resolution:* Vacating County Highway Right Of Way, Huntley Road
2. *Resolution:* Temporary Construction Easement, Keslinger Road Bridge Over LaFox Tributary To Mill Creek, Kane County Section No. 07-00363-00-BR

9. **Executive** – Land Acquisition & Personnel

- A. Parcel 1LN0052 – Longmeadow Parkway Bridge Corridor
- B. Parcel 1LN0055 – Longmeadow Parkway Bridge Corridor
- C. *Resolution:* Approval of Seasonal Part-time Personnel Hiring, Kane County Division of Transportation (Maintenance Department)

10. **Public Comment** – Items not on the Agenda

11. **Adjourn**



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 4A

Date:

April 27, 2009

Item:

Transportation Financial Reports – thru March 31, 2009

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Attached are the Division of Transportation's Funds Summary Reports and the Project Status Report for the period ending March 31, 2009.

Cash outflows for the first four months of fiscal year 2009 were \$17.9 million or 18.8% of budget. Cash inflows during the same period were \$13.9 million or 24% of the revenue budget. The receivables balance is \$1.0 million.

Impact Fee revenue is at 19.2% of budget and 16.6% of last year, one third (33.3%) of the way through the fiscal year.

Motor Fuel Tax receipts are presently at a run rate of \$6.3 million per year versus budget of \$7.1 million per year, down 11%. The Motor Fuel Local Option run rate is \$8.3 million per year versus budget of \$9.2 million per year, down approximately 9%.

Transportation Sales Tax revenue is down 12% on an annualized basis, based upon the first 3 months collections. More importantly the last month of collections were under \$800k which would translate to a 19% reduction from budgeted revenues.

List Attachments: Funds summary and project status reports.

Detailed information available from / at: Gary Sirotzke, Chief of Finance, (630) 845-7872

Staff Comments / Recommendations: For information only.

Kane County

Statement Of Cash Position

Report Date: 3/31/2009 (Unaudited)

Fund	Beginning Balance	M-T-D Revenues	Y-T-D Revenues	M-T-D Expenses	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Estimated Fund Balance	A/R
Fund Type: FUNDBG10 - Special Revenue Funds									
300 - County Highway	\$10,533,212.33	\$276,171.37	\$484,385.54	\$661,140.30	\$2,098,884.25	\$8,918,713.62	\$6,122,821.36	\$2,795,892.26	\$0.00
301 - County Bridge	\$544,855.41	(\$2,681.53)	\$1,866.23	\$38,973.92	\$72,344.97	\$474,376.67	\$393,359.55	\$81,017.12	\$40,386.71
302 - Motor Fuel Tax	\$10,828,598.86	\$480,057.40	\$7,457,306.12	\$301,968.47	\$11,733,538.67	\$6,552,366.31	\$6,474,793.49	\$77,572.82	\$0.00
303 - County Highway Matching	\$70,274.43	(\$386.05)	\$16.46	\$14,351.65	\$69,368.92	\$921.97	\$0.00	\$921.97	\$0.00
304 - Motor Fuel Local Option	\$10,117,193.75	\$674,373.73	\$1,517,393.79	\$191,441.03	\$1,078,463.76	\$10,556,123.78	\$7,614,813.46	\$2,941,310.32	\$498,280.97
305 - Transportation Sales Tax	\$0.00	\$1,119,064.07	\$2,098,646.76	\$14,000.00	\$14,000.00	\$2,084,646.76	\$10,408,330.75	(\$8,323,683.99)	\$0.00
Fund Type FUNDBG10 - Special Revenue Funds Subtotal:									
	\$32,094,134.78	\$2,546,598.99	\$11,559,614.90	\$1,221,875.37	\$15,066,600.57	\$28,587,149.11	\$31,014,118.61	(\$2,426,969.50)	\$538,667.68
Fund Type: FUNDBG15 - Capital Projects Funds									
540 - Transportation Capital	\$11,889,513.04	(\$68,887.17)	\$1,883,310.55	\$137,037.65	\$2,654,163.76	\$11,118,659.83	\$8,804,952.13	\$2,313,707.70	\$234,830.86
550 - Aurora Area Impact Fees	\$751,286.47	(\$3,766.43)	\$6,696.93	\$0.00	\$1,059.01	\$756,924.39	\$1,854.73	\$755,069.66	\$187,463.16
551 - Campton Hills Impact Fees	\$2,053,322.95	(\$4,695.32)	\$18,523.19	\$0.00	\$0.00	\$2,071,846.14	\$1,407,668.32	\$664,177.82	\$0.00
552 - Greater Elgin Impact Fees	\$2,172,562.20	(\$12,030.65)	\$36,959.07	\$0.00	\$2,044.75	\$2,207,476.52	\$2,087,494.64	\$119,981.88	\$0.00
553 - Northwest Impact Fees	\$1,361,309.77	(\$5,914.96)	\$10,311.02	\$7,469.81	\$25,604.51	\$1,346,016.28	\$56,207.95	\$1,289,808.33	\$0.00
554 - Southwest Impact Fees	\$1,508,049.03	(\$5,802.36)	\$8,689.66	\$4,669.47	\$19,206.46	\$1,497,532.23	\$854,354.39	\$643,177.84	\$0.00
555 - Tri-Cities Impact Fees	\$913,276.75	(\$1,734.03)	\$91,382.87	\$3,205.86	\$100,671.93	\$903,987.69	\$611,051.32	\$292,936.37	\$0.00
556 - Upper Fox Impact Fees	\$1,694,571.20	(\$3,326.50)	\$18,718.88	\$8,000.00	\$8,000.00	\$1,705,290.08	\$72,640.00	\$1,632,650.08	\$0.00
557 - West Central Impact Fees	\$166,777.45	(\$1,437.81)	\$3,247.84	\$0.00	\$0.00	\$170,025.29	\$280,878.33	(\$110,853.04)	\$0.00
558 - North Impact Fees	\$271,733.86	\$119,299.29	\$224,293.63	\$0.00	\$0.00	\$496,027.49	\$0.00	\$496,027.49	\$0.00
559 - Central Impact Fees	\$37,539.43	(\$167.27)	\$42,314.32	\$0.00	\$0.00	\$79,853.75	\$80,000.00	(\$146.25)	\$0.00
560 - South Impact Fees	\$137,192.69	(\$711.96)	\$59.16	\$0.00	\$0.00	\$137,251.85	\$72,026.46	\$65,225.39	\$0.00
Fund Type FUNDBG15 - Capital Projects Funds Subtotal:									
	\$22,957,134.84	\$10,824.83	\$2,344,507.12	\$160,382.79	\$2,810,750.42	\$22,490,891.54	\$14,329,128.27	\$8,161,763.27	\$422,294.02
Grand Total:									
	\$55,051,269.62	\$2,557,423.82	\$13,904,122.02	\$1,382,258.16	\$17,877,350.99	\$51,078,040.65	\$45,343,246.88	\$5,734,793.77	\$960,961.70

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****							
Fund: 300 County Highway							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Property Taxes	\$5,080,661.00	\$0.00	\$0.00		(\$5,080,661.00)	0%	\$6,063,585.88
Licenses and Permits	\$450,000.00	\$11,665.00	\$81,225.00		(\$368,775.00)	18%	\$380,291.05
Charges for Services	\$60,000.00	\$609.36	\$2,958.06		(\$57,041.94)	5%	\$33,195.75
Reimbursements	\$1,108,787.00	\$312,622.95	\$334,414.72		(\$774,372.28)	30%	\$678,123.57
Interest Revenue	\$325,000.00	(\$57,070.16)	\$40,972.66		(\$284,027.34)	13%	\$355,895.00
Other	\$106,750.00	\$8,344.22	\$24,815.10		(\$81,934.90)	23%	\$342,347.25
Sub-Department 000 Revenues Totals:	\$7,131,198.00	\$276,171.37	\$484,385.54		(\$6,646,812.46)	7%	\$7,853,438.50
Department 520 Transportation Totals:	\$7,131,198.00	\$276,171.37	\$484,385.54		(\$6,646,812.46)	7%	\$7,853,438.50
Revenue Totals:	\$7,131,198.00	\$276,171.37	\$484,385.54		(\$6,646,812.46)	7%	\$7,853,438.50
***** Expenses *****							
Department: 520 Transportation							
Sub-Department: 520 County Highway							
Personnel Services- Salaries & Wages	\$2,503,399.00	\$158,666.81	\$665,186.37		\$1,838,212.63	27%	\$2,112,310.99
Personnel Services- Employee Benefits	\$870,423.00	\$52,960.64	\$214,895.54		\$655,527.46	25%	\$634,412.83
Contractual Services	\$7,039,893.00	\$201,524.71	\$659,458.65	\$2,010,124.85	\$6,380,434.35	9%	\$1,711,060.05
Commodities	\$1,982,000.00	\$81,991.73	\$365,547.12	\$305,651.93	\$1,616,452.88	18%	\$1,322,249.22
Capital	\$4,282,295.00	\$165,996.41	\$193,796.57	\$3,807,044.58	\$4,088,498.43	5%	\$2,641,316.00
Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
Sub-Department 520 County Highway Totals:	\$16,678,010.00	\$651,140.30	\$2,098,884.25	\$6,122,821.36	\$14,579,125.75	13%	\$8,421,349.09
Department 520 Transportation Totals:	\$16,678,010.00	\$651,140.30	\$2,098,884.25	\$6,122,821.36	\$14,579,125.75	13%	\$8,421,349.09
Expense Totals:	\$16,678,010.00	\$651,140.30	\$2,098,884.25	\$6,122,821.36	\$14,579,125.75	13%	\$8,421,349.09
Revenue Totals:	\$7,131,198.00	\$276,171.37	\$484,385.54		(\$6,646,812.46)		\$7,853,438.50
Expense Totals:	\$16,678,010.00	\$651,140.30	\$2,098,884.25		\$14,579,125.75		\$8,421,349.09
Fund County Highway NET GAIN<LOSS>:	(\$9,546,812.00)	(\$384,968.93)	(\$1,614,498.71)		\$7,932,313.29		(\$567,910.59)

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
Fund: 301 County Bridge							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Property Taxes	\$316,582.00	\$0.00	\$0.00		(\$316,582.00)	0%	\$315,733.20
Reimbursements	\$130,000.00	\$0.00	\$0.00		(\$130,000.00)	0%	\$119,663.61
Interest Revenue	\$13,500.00	(\$2,681.53)	\$1,866.23		(\$11,633.77)	14%	\$18,596.16
Other	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00
Sub-Department 000 Revenues Totals:	\$460,082.00	(\$2,681.53)	\$1,866.23		(\$458,215.77)	0%	\$453,992.97
Department 520 Transportation Totals:	\$460,082.00	(\$2,681.53)	\$1,866.23		(\$458,215.77)	0%	\$453,992.97
Revenue Totals:	\$460,082.00	(\$2,681.53)	\$1,866.23		(\$458,215.77)	0%	\$453,992.97
Department: 520 Transportation							
Sub-Department: 521 County Bridge							
Contractual Services	\$960,000.00	\$38,973.92	\$72,344.97	\$393,359.55	\$887,655.03	8%	\$520,313.67
Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$1,875.00
Sub-Department 521 County Bridge Totals:	\$960,000.00	\$38,973.92	\$72,344.97	\$393,359.55	\$887,655.03	8%	\$522,188.67
Department 520 Transportation Totals:	\$960,000.00	\$38,973.92	\$72,344.97	\$393,359.55	\$887,655.03	8%	\$522,188.67
Expense Totals:	\$960,000.00	\$38,973.92	\$72,344.97	\$393,359.55	\$887,655.03	8%	\$522,188.67
Revenue Totals:	\$460,082.00	(\$2,681.53)	\$1,866.23		(\$458,215.77)		\$453,992.97
Expense Totals:	\$960,000.00	\$38,973.92	\$72,344.97		\$887,655.03		\$522,188.67
Fund County Bridge NET GAIN/(<LOSS>):	(\$499,918.00)	(\$41,655.45)	(\$70,478.74)		\$429,439.26		(\$68,195.70)

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****							
Fund: 302 Motor Fuel Tax							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Other Taxes	\$7,082,625.00	\$532,333.11	\$1,078,827.12		(\$6,003,797.88)	15%	\$6,677,489.10
Reimbursements	\$10,495,185.00	\$0.00	\$6,374,000.00		(\$4,121,185.00)	61%	\$1,298,932.00
Interest Revenue	\$210,000.00	(\$52,437.31)	\$3,746.64		(\$206,253.36)	2%	\$256,927.32
Other	\$0.00	\$161.60	\$732.36		\$732.36	0%	\$323.20
Sub-Department 000 Revenues Totals:	\$17,787,810.00	\$480,057.40	\$7,457,306.12		(\$10,330,503.88)	42%	\$8,233,671.62
Department 520 Transportation Totals:	\$17,787,810.00	\$480,057.40	\$7,457,306.12		(\$10,330,503.88)	42%	\$8,233,671.62
Revenue Totals:	\$17,787,810.00	\$480,057.40	\$7,457,306.12		(\$10,330,503.88)	42%	\$8,233,671.62
***** Expenses *****							
Department: 520 Transportation							
Sub-Department: 522 Motor Fuel Tax							
Personnel Services- Salaries & Wages	\$2,203,098.00	\$164,675.57	\$878,368.02	\$0.00	\$1,324,729.98	40%	\$2,152,736.55
Personnel Services- Employee Benefits	\$848,053.00	\$52,361.59	\$249,953.83	\$0.00	\$598,099.17	29%	\$685,776.09
Contractual Services	\$2,331,562.00	\$0.00	\$0.00	\$2,901,975.31	\$2,331,562.00	0%	\$1,000,000.00
Commodities	\$910,000.00	\$84,931.31	\$837,181.82	\$72,818.18	\$72,818.18	0%	\$668,384.23
Capital	\$12,836,536.00	\$0.00	\$6,374,000.00	\$0.00	\$6,462,536.00	50%	\$1,240,000.00
Contingency and Other	\$3,493,470.00	\$0.00	\$3,394,035.00	\$3,500,000.00	\$99,435.00	97%	\$3,351,330.00
Sub-Department 522 Motor Fuel Tax Totals:	\$22,622,719.00	\$301,968.47	\$11,733,538.67	\$6,474,793.49	\$10,889,180.33	52%	\$9,098,226.87
Department 520 Transportation Totals:	\$22,622,719.00	\$301,968.47	\$11,733,538.67	\$6,474,793.49	\$10,889,180.33	52%	\$9,098,226.87
Expense Totals:	\$22,622,719.00	\$301,968.47	\$11,733,538.67	\$6,474,793.49	\$10,889,180.33	52%	\$9,098,226.87
Revenue Totals:	\$17,787,810.00	\$480,057.40	\$7,457,306.12		(\$10,330,503.88)		\$8,233,671.62
Expense Totals:	\$22,622,719.00	\$301,968.47	\$11,733,538.67		\$10,889,180.33		\$9,098,226.87
Fund Motor Fuel Tax NET GAIN<LOSS>:	(\$4,834,909.00)	\$178,088.93	(\$4,276,232.55)		\$558,676.45		(\$864,555.25)

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
Fund: 303 County Highway Matching							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Property Taxes	\$65,731.00	\$0.00	\$0.00		(\$65,731.00)	0%	\$65,488.02
Interest Revenue	\$1,000.00	(\$386.05)	\$16.46		(\$983.54)	2%	\$1,437.29
Other	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00
Sub-Department 000 Revenues Totals:	\$66,731.00	(\$386.05)	\$16.46		(\$66,714.54)	0%	\$66,925.31
Department 520 Transportation Totals:	\$66,731.00	(\$386.05)	\$16.46		(\$66,714.54)	0%	\$66,925.31
Revenue Totals:	\$66,731.00	(\$386.05)	\$16.46		(\$66,714.54)	0%	\$66,925.31
Department: 520 Transportation							
Sub-Department: 523 County Highway Matching							
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Commodities	\$71,561.00	\$14,351.65	\$69,368.92	\$0.00	\$2,192.08	0%	\$41,279.00
Sub-Department 523 County Highway Matching Totals:	\$71,561.00	\$14,351.65	\$69,368.92	\$0.00	\$2,192.08	97%	\$41,279.00
Department 520 Transportation Totals:	\$71,561.00	\$14,351.65	\$69,368.92	\$0.00	\$2,192.08	97%	\$41,279.00
Expense Totals:	\$71,561.00	\$14,351.65	\$69,368.92	\$0.00	\$2,192.08	97%	\$41,279.00
Revenue Totals:	\$66,731.00	(\$386.05)	\$16.46		(\$66,714.54)		\$66,925.31
Expense Totals:	\$71,561.00	\$14,351.65	\$69,368.92		\$2,192.08		\$41,279.00
Fund County Highway Matching NET GAIN/LOSS> :	(\$4,830.00)	(\$14,737.70)	(\$69,352.46)		(\$64,522.46)		\$25,646.31

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
Fund: 304 Motor Fuel Local Option							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Other Taxes	\$9,180,000.00	\$722,247.82	\$1,378,763.31		(\$7,801,236.69)	15%	\$8,695,181.27
Reimbursements	\$5,428,236.00	\$0.00	\$91,199.50		(\$5,337,036.50)	2%	\$2,245,853.23
Interest Revenue	\$200,000.00	(\$47,874.09)	\$47,430.98		(\$152,569.02)	24%	\$347,958.94
Other	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00
Sub-Department 000 Revenues Totals:	\$14,808,236.00	\$674,373.73	\$1,517,393.79		(\$13,290,842.21)	10%	\$11,288,993.44
Department 520 Transportation Totals:	\$14,808,236.00	\$674,373.73	\$1,517,393.79		(\$13,290,842.21)	10%	\$11,288,993.44
Revenue Totals:	\$14,808,236.00	\$674,373.73	\$1,517,393.79		(\$13,290,842.21)	10%	\$11,288,993.44
Department: 520 Transportation							
Sub-Department: 524 Motor Fuel Local Option							
Contractual Services	\$13,684,811.00	\$151,658.03	\$294,627.93	\$5,924,143.84	\$13,390,183.07	2%	\$8,960,894.56
Capital	\$7,701,243.00	\$39,783.00	\$783,835.83	\$1,690,669.62	\$6,917,407.17	10%	\$2,173,033.41
Sub-Department 524 Motor Fuel Local Option Totals:	\$21,386,054.00	\$191,441.03	\$1,078,463.76	\$7,614,813.46	\$20,307,590.24	5%	\$11,133,927.97
Department 520 Transportation Totals:	\$21,386,054.00	\$191,441.03	\$1,078,463.76	\$7,614,813.46	\$20,307,590.24	5%	\$11,133,927.97
Expense Totals:	\$21,386,054.00	\$191,441.03	\$1,078,463.76	\$7,614,813.46	\$20,307,590.24	5%	\$11,133,927.97
Revenue Totals:	\$14,808,236.00	\$674,373.73	\$1,517,393.79		(\$13,290,842.21)		\$11,288,993.44
Expense Totals:	\$21,386,054.00	\$191,441.03	\$1,078,463.76		\$20,307,590.24		\$11,133,927.97
Fund Motor Fuel Local Option NET GAIN/LOSS>:	(\$6,577,818.00)	\$482,932.70	\$438,930.03		\$7,016,748.03		\$155,065.47

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
Fund: 305 Transportation Sales Tax							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Sales Tax	\$11,900,000.00	\$1,119,064.07	\$2,098,646.76		(\$9,801,353.24)	18%	\$0.00
Reimbursements	\$1,448,355.00	\$0.00	\$0.00		(\$1,448,355.00)	0%	\$0.00
Interest Revenue	\$120,000.00	\$0.00	\$0.00		(\$120,000.00)	0%	\$0.00
Other	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00
Sub-Department 000 Revenues Totals:	\$13,468,355.00	\$1,119,064.07	\$2,098,646.76		(\$11,369,708.24)	16%	\$0.00
Department 520 Transportation Totals:	\$13,468,355.00	\$1,119,064.07	\$2,098,646.76		(\$11,369,708.24)	16%	\$0.00
Revenue Totals:	\$13,468,355.00	\$1,119,064.07	\$2,098,646.76		(\$11,369,708.24)	16%	\$0.00
Department: 520 Transportation							
Sub-Department: 527 Transportation Sales Tax							
Contractual Services	\$3,882,378.00	\$0.00	\$0.00	\$9,283,030.75	\$3,882,378.00	0%	\$0.00
Capital	\$9,585,977.00	\$14,000.00	\$14,000.00	\$1,125,300.00	\$9,571,977.00	0%	\$0.00
Sub-Department 527 Transportation Sales Tax Totals:	\$13,468,355.00	\$14,000.00	\$14,000.00	\$10,408,330.75	\$13,454,355.00	0%	\$0.00
Department 520 Transportation Totals:	\$13,468,355.00	\$14,000.00	\$14,000.00	\$10,408,330.75	\$13,454,355.00	0%	\$0.00
Expense Totals:	\$13,468,355.00	\$14,000.00	\$14,000.00	\$10,408,330.75	\$13,454,355.00	0%	\$0.00
Revenue Totals:	\$13,468,355.00	\$1,119,064.07	\$2,098,646.76		(\$11,369,708.24)		\$0.00
Expense Totals:	\$13,468,355.00	\$14,000.00	\$14,000.00		\$13,454,355.00		\$0.00
Fund Transportation Sales Tax NET GAIN/LOSS>:	\$0.00	\$1,105,064.07	\$2,084,646.76		\$2,084,646.76		\$0.00

Kane County
Fund Summary - Special Revenue Funds
Through Date: 3/31/2009 (Unaudited)

Classification	Annual Budget Amount	M-T-D Actual Amount	Y-T-D Actual Amount	Y-T-D Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
Fund: 540 Transportation Capital							
Department: 520 Transportation							
Sub-Department: 000 Revenues							
Reimbursements	\$1,344,629.00	\$0.00	\$1,832,751.48		\$488,122.48	136%	\$5,415,704.09
Interest Revenue	\$140,000.00	(\$68,887.17)	\$50,559.07		(\$89,440.93)	36%	\$433,093.11
Other	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$0.00
Sub-Department 000 Revenues Totals:	\$1,484,629.00	(\$68,887.17)	\$1,883,310.55		\$398,681.55	127%	\$5,848,797.20
Department 520 Transportation Totals:	\$1,484,629.00	(\$68,887.17)	\$1,883,310.55		\$398,681.55	127%	\$5,848,797.20
Revenue Totals:	\$1,484,629.00	(\$68,887.17)	\$1,883,310.55		\$398,681.55	127%	\$5,848,797.20
Department: 520 Transportation							
Sub-Department: 525 Transportation Capital							
Contractual Services	\$2,923,510.00	\$137,037.65	\$806,163.76	\$2,636,991.65	\$2,117,346.24	28%	\$5,086,997.40
Capital	\$6,173,293.00	\$0.00	\$1,848,000.00	\$6,167,960.48	\$4,325,293.00	30%	\$542,012.29
Sub-Department 525 Transportation Capital Totals:	\$9,096,803.00	\$137,037.65	\$2,654,163.76	\$8,804,952.13	\$6,442,639.24	29%	\$5,629,009.69
Department 520 Transportation Totals:	\$9,096,803.00	\$137,037.65	\$2,654,163.76	\$8,804,952.13	\$6,442,639.24	29%	\$5,629,009.69
Expense Totals:	\$9,096,803.00	\$137,037.65	\$2,654,163.76	\$8,804,952.13	\$6,442,639.24	29%	\$5,629,009.69
Revenue Totals:	\$1,484,629.00	(\$68,887.17)	\$1,883,310.55		\$398,681.55		\$5,848,797.20
Expense Totals:	\$9,096,803.00	\$137,037.65	\$2,654,163.76		\$6,442,639.24		\$5,629,009.69
Fund Transportation Capital NET GAIN/<LOSS>:	(\$7,612,174.00)	(\$205,924.82)	(\$770,853.21)		\$6,841,320.79		\$219,787.51

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 550 Aurora Area Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$0.00		\$156.00	\$2,919.39				\$2,919.39		\$256,910.82
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$206,812.73
Interest Revenue	\$10,000.00		(\$3,922.43)	\$3,777.54				(\$6,222.46)	38%	\$28,441.24
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$0.42
Sub-Department 000 Revenues Totals:	\$10,000.00		(\$3,766.43)	\$6,696.93				(\$3,303.07)	67%	\$492,165.21
Department 520 Transportation Totals:	\$10,000.00		(\$3,766.43)	\$6,696.93				(\$3,303.07)	67%	\$492,165.21
Revenue Totals:	\$10,000.00		(\$3,766.43)	\$6,696.93				(\$3,303.07)	67%	\$492,165.21
***** Expenses *****										
Sub-Department: 550 Aurora Impact Fee										
Contractual Services	\$0.00		\$0.00	\$1,059.01				\$1,854.73		\$91,238.19
Capital	\$888,773.00		\$0.00	\$0.00				\$888,773.00	0%	\$312,740.43
Contingency and Other	\$0.00		\$0.00	\$0.00				\$0.00		\$12,845.56
Sub-Department 550 Aurora Impact Fee Totals:	\$888,773.00		\$0.00	\$1,059.01				\$887,713.99	0%	\$416,824.18
Department 520 Transportation Totals:	\$888,773.00		\$0.00	\$1,059.01				\$887,713.99	0%	\$416,824.18
Expense Totals:	\$888,773.00		\$0.00	\$1,059.01				\$887,713.99	0%	\$416,824.18
Revenue Totals:	\$10,000.00		(\$3,766.43)	\$6,696.93				(\$3,303.07)		\$492,165.21
Expense Totals:	\$888,773.00		\$0.00	\$1,059.01				\$887,713.99		\$416,824.18
Fund Aurora Area Impact Fees NET GAIN/LOSS:	(\$878,773.00)		(\$3,766.43)	\$5,637.92				\$884,410.92		\$75,341.03

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Sub-Department: 000 Revenues *****										
Charges for Services	\$0.00		\$5,340.00	\$10,680.00				\$10,680.00		\$134,868.41
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$10,000.00		(\$10,035.32)	\$7,843.19				(\$2,156.81)	78%	\$64,366.41
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Sub-Department 000 Revenues Totals:										
	\$10,000.00		(\$4,695.32)	\$18,523.19				\$8,523.19	185%	\$199,234.82
Department 520 Transportation Totals:										
	\$10,000.00		(\$4,695.32)	\$18,523.19				\$8,523.19	185%	\$199,234.82
Revenue Totals:										
	\$10,000.00		(\$4,695.32)	\$18,523.19				\$8,523.19	185%	\$199,234.82
***** Sub-Department: 551 Campton Hills Impact Fee *****										
Contractual Services	\$200,000.00		\$0.00	\$0.00				\$42,052.87	0%	\$57,505.95
Capital	\$1,741,149.00		\$0.00	\$0.00				\$1,365,615.45	0%	\$4,320.00
Contingency and Other	\$0.00		\$0.00	\$0.00				\$0.00		\$6,743.42
Sub-Department 551 Campton Hills Impact Fee Totals:										
	\$1,941,149.00		\$0.00	\$0.00				\$1,407,668.32	0%	\$68,569.37
Department 520 Transportation Totals:										
	\$1,941,149.00		\$0.00	\$0.00				\$1,407,668.32	0%	\$68,569.37
Expense Totals:										
	\$1,941,149.00		\$0.00	\$0.00				\$1,407,668.32	0%	\$68,569.37
Revenue Totals:										
	\$10,000.00		(\$4,695.32)	\$18,523.19				\$8,523.19		\$199,234.82
Expense Totals:										
	\$1,941,149.00		\$0.00	\$0.00				\$1,941,149.00		\$68,569.37
Fund Campton Hills Impact Fees NET GAIN/<LOSS>:										
	(\$1,931,149.00)		(\$4,695.32)	\$18,523.19				\$1,949,672.19		\$130,665.45

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Y-T-D	Encumbrances	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 552 Greater Elgin Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$0.00	\$1,782.00		\$26,710.21				\$26,710.21		\$766,560.27
Reimbursements	\$0.00	\$0.00		\$0.00				\$0.00		\$52,702.19
Interest Revenue	\$20,000.00	(\$13,812.65)		\$10,248.86				(\$9,751.14)	51%	\$91,681.57
Other	\$0.00	\$0.00		\$0.00				\$0.00		\$0.00
Sub-Department 000 Revenues Totals:	\$20,000.00	(\$12,030.65)		\$36,959.07				\$16,959.07	185%	\$910,944.03
Department 520 Transportation Totals:	\$20,000.00	(\$12,030.65)		\$36,959.07				\$16,959.07	185%	\$910,944.03
Revenue Totals:	\$20,000.00	(\$12,030.65)		\$36,959.07				\$16,959.07	185%	\$910,944.03
***** Expenses *****										
Sub-Department: 552 Greater Elgin Impact Fees										
Contractual Services	\$30,000.00	\$0.00		\$2,044.75			\$26,197.30	\$27,955.25	7%	\$45,590.67
Capital	\$1,100,000.00	\$0.00		\$0.00			\$2,061,297.34	\$1,100,000.00	0%	\$1,520,299.24
Contingency and Other	\$0.00	\$0.00		\$0.00			\$0.00	\$0.00		\$35,983.30
Sub-Department 552 Greater Elgin Impact Fees Totals:	\$1,130,000.00	\$0.00		\$2,044.75			\$2,087,494.64	\$1,127,955.25	0%	\$1,601,873.21
Department 520 Transportation Totals:	\$1,130,000.00	\$0.00		\$2,044.75			\$2,087,494.64	\$1,127,955.25	0%	\$1,601,873.21
Expense Totals:	\$1,130,000.00	\$0.00		\$2,044.75			\$2,087,494.64	\$1,127,955.25	0%	\$1,601,873.21
Revenue Totals:	\$20,000.00	(\$12,030.65)		\$36,959.07				\$16,959.07		\$910,944.03
Expense Totals:	\$1,130,000.00	\$0.00		\$2,044.75				\$1,127,955.25		\$1,601,873.21
Fund Greater Elgin Impact Fees NET GAIN/LOSS>:	(\$1,110,000.00)	(\$12,030.65)		\$34,914.32				\$1,144,914.32		(\$690,929.18)

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
Fund: 553 Northwest Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$0.00		\$848.00	\$5,092.00				\$5,092.00		\$95,590.86
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$30,000.00		(\$6,762.96)	\$5,219.02				(\$24,780.98)	17%	\$42,887.54
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$15.98
Sub-Department 000 Revenues Totals:										
	\$30,000.00		(\$5,914.96)	\$10,311.02				(\$19,688.98)	34%	\$138,494.38
Department 520 Transportation Totals:										
	\$30,000.00		(\$5,914.96)	\$10,311.02				(\$19,688.98)	34%	\$138,494.38
Revenue Totals:										
	\$30,000.00		(\$5,914.96)	\$10,311.02				(\$19,688.98)	34%	\$138,494.38
Sub-Department: 553 Northwest Impact Fees										
Contractual Services	\$300,000.00		\$7,469.81	\$25,604.51			\$56,207.95	\$274,395.49	9%	\$46,651.66
Capital	\$963,283.00		\$0.00	\$0.00			\$0.00	\$963,283.00	0%	\$0.00
Contingency and Other	\$0.00		\$0.00	\$0.00			\$0.00	\$0.00		\$4,780.34
Sub-Department 553 Northwest Impact Fees Totals:										
	\$1,263,283.00		\$7,469.81	\$25,604.51			\$56,207.95	\$1,237,678.49	2%	\$51,432.00
Department 520 Transportation Totals:										
	\$1,263,283.00		\$7,469.81	\$25,604.51			\$56,207.95	\$1,237,678.49	2%	\$51,432.00
Expense Totals:										
	\$1,263,283.00		\$7,469.81	\$25,604.51			\$56,207.95	\$1,237,678.49	2%	\$51,432.00
Revenue Totals:										
	\$30,000.00		(\$5,914.96)	\$10,311.02				(\$19,688.98)		\$138,494.38
Expense Totals:										
	\$1,263,283.00		\$7,469.81	\$25,604.51				\$1,237,678.49		\$51,432.00
Fund Northwest Impact Fees NET GAIN/LOSS>:										
	(\$1,233,283.00)		(\$13,384.77)	(\$15,293.49)				\$1,217,989.51		\$87,062.38

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Sub-Department: 000 Revenues *****										
Charges for Services	\$0.00		\$1,930.00	\$2,895.00				\$2,895.00		\$128,984.74
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$25,000.00		(\$7,732.36)	\$5,794.66				(\$19,205.34)	23%	\$49,816.89
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$16.79
Sub-Department 000 Revenues Totals:	\$25,000.00		(\$5,802.36)	\$8,689.66				(\$16,310.34)	35%	\$178,818.42
Department 520 Transportation Totals:	\$25,000.00		(\$5,802.36)	\$8,689.66				(\$16,310.34)	35%	\$178,818.42
Revenue Totals:	\$25,000.00		(\$5,802.36)	\$8,689.66				(\$16,310.34)	35%	\$178,818.42
***** Sub-Department: 554 Southwest Impact Fees *****										
Contractual Services	\$170,000.00		\$4,669.47	\$19,206.46			\$19,077.49	\$150,793.54	11%	\$182,507.38
Capital	\$1,448,938.00		\$0.00	\$0.00			\$835,276.90	\$1,448,938.00	0%	\$0.00
Contingency and Other	\$0.00		\$0.00	\$0.00			\$0.00	\$0.00		\$6,450.08
Sub-Department 554 Southwest Impact Fees Totals:	\$1,618,938.00		\$4,669.47	\$19,206.46			\$854,354.39	\$1,599,731.54	1%	\$188,957.46
Department 520 Transportation Totals:	\$1,618,938.00		\$4,669.47	\$19,206.46			\$854,354.39	\$1,599,731.54	1%	\$188,957.46
Expense Totals:	\$1,618,938.00		\$4,669.47	\$19,206.46			\$854,354.39	\$1,599,731.54	1%	\$188,957.46
Revenue Totals:	\$25,000.00		(\$5,802.36)	\$8,689.66				(\$16,310.34)		\$178,818.42
Expense Totals:	\$1,618,938.00		\$4,669.47	\$19,206.46				\$1,599,731.54		\$188,957.46
Fund Southwest Impact Fees NET GAIN<LOSS>:	(\$1,593,938.00)		(\$10,471.83)	(\$10,516.80)				\$1,583,421.20		(\$10,139.04)

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 555 Tri-Cities Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$0.00		\$3,747.00	\$85,024.70				\$85,024.70		\$381,476.49
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$5,000.00		(\$5,482.11)	\$6,350.06				\$1,350.06	127%	\$63,365.86
Other	\$0.00		\$1.08	\$8.11				\$8.11		\$2,905.05
Sub-Department 000 Revenues Totals:	\$5,000.00		(\$1,734.03)	\$91,382.87				\$86,382.87	1828%	\$447,747.40
Department 520 Transportation Totals:	\$5,000.00		(\$1,734.03)	\$91,382.87				\$86,382.87	1828%	\$447,747.40
Revenue Totals:	\$5,000.00		(\$1,734.03)	\$91,382.87				\$86,382.87	1828%	\$447,747.40
***** Expenses *****										
Sub-Department: 555 Tri-Cities Impact Fees										
Contractual Services	\$100,000.00		\$3,205.86	\$3,205.86			\$376.39	\$96,794.14	3%	\$1,821,760.41
Capital	\$261,815.00		\$0.00	\$97,466.07			\$610,674.93	\$164,348.93	37%	\$152,143.07
Contingency and Other	\$0.00		\$0.00	\$0.00			\$0.00	\$0.00		\$27,156.68
Sub-Department 555 Tri-Cities Impact Fees Totals:	\$361,815.00		\$3,205.86	\$100,671.93			\$611,051.32	\$261,143.07	28%	\$2,001,060.16
Department 520 Transportation Totals:	\$361,815.00		\$3,205.86	\$100,671.93			\$611,051.32	\$261,143.07	28%	\$2,001,060.16
Expense Totals:	\$361,815.00		\$3,205.86	\$100,671.93			\$611,051.32	\$261,143.07	28%	\$2,001,060.16
Revenue Totals:	\$5,000.00		(\$1,734.03)	\$91,382.87				\$86,382.87		\$447,747.40
Expense Totals:	\$361,815.00		\$3,205.86	\$100,671.93				\$261,143.07		\$2,001,060.16
Fund Tri-Cities Impact Fees NET GAIN/LOSS>:	(\$356,815.00)		(\$4,939.89)	(\$9,289.06)				\$347,525.94		(\$1,553,312.76)

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 556 Upper Fox Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$0.00		\$4,990.18	\$12,567.89				\$12,567.89		\$216,563.73
Reimbursements	\$157,500.00		\$0.00	\$0.00				(\$157,500.00)	0%	\$0.00
Interest Revenue	\$15,000.00		(\$8,316.68)	\$6,150.99				(\$8,849.01)	41%	\$49,862.83
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Sub-Department 000 Revenues Totals:	\$172,500.00		(\$3,326.50)	\$18,718.88				(\$153,781.12)	11%	\$266,426.56
Department 520 Transportation Totals:	\$172,500.00		(\$3,326.50)	\$18,718.88				(\$153,781.12)	11%	\$266,426.56
Revenue Totals:	\$172,500.00		(\$3,326.50)	\$18,718.88				(\$153,781.12)	11%	\$266,426.56
***** Expenses *****										
Sub-Department: 556 Upper Fox Impact Fees										
Contractual Services	\$466,876.00		\$8,000.00	\$8,000.00				\$458,876.00	2%	\$0.00
Capital	\$0.00		\$0.00	\$0.00				\$0.00		\$29,653.00
Contingency and Other	\$0.00		\$0.00	\$0.00				\$0.00		\$10,828.18
Sub-Department 556 Upper Fox Impact Fees Totals:	\$466,876.00		\$8,000.00	\$8,000.00				\$458,876.00	2%	\$40,481.18
Department 520 Transportation Totals:	\$466,876.00		\$8,000.00	\$8,000.00				\$458,876.00	2%	\$40,481.18
Expense Totals:	\$466,876.00		\$8,000.00	\$8,000.00				\$458,876.00	2%	\$40,481.18
Revenue Totals:	\$172,500.00		(\$3,326.50)	\$18,718.88				(\$153,781.12)		\$266,426.56
Expense Totals:	\$466,876.00		\$8,000.00	\$8,000.00				\$458,876.00		\$40,481.18
Fund Upper Fox Impact Fees NET GAIN<LOSS>:	(\$294,376.00)		(\$11,326.50)	\$10,718.88				\$305,094.88		\$225,945.38

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 557 West Central Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$0.00		\$0.00	\$2,400.64				\$2,400.64		\$21,574.81
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$10,000.00		(\$1,437.81)	\$847.20				(\$9,152.80)	8%	\$8,552.17
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$288.00
Sub-Department 000 Revenues Totals:	\$10,000.00		(\$1,437.81)	\$3,247.84				(\$6,752.16)	32%	\$30,414.98
Department 520 Transportation Totals:	\$10,000.00		(\$1,437.81)	\$3,247.84				(\$6,752.16)	32%	\$30,414.98
Revenue Totals:	\$10,000.00		(\$1,437.81)	\$3,247.84				(\$6,752.16)	32%	\$30,414.98
***** Expenses *****										
Sub-Department: 557 West Central Impact Fees										
Contractual Services	\$285,000.00		\$0.00	\$0.00				\$285,000.00	0%	\$110,803.46
Capital	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Contingency and Other	\$0.00		\$0.00	\$0.00				\$0.00		\$1,093.14
Sub-Department 557 West Central Impact Fees Totals:	\$285,000.00		\$0.00	\$0.00				\$285,000.00	0%	\$111,896.60
Department 520 Transportation Totals:	\$285,000.00		\$0.00	\$0.00				\$285,000.00	0%	\$111,896.60
Expense Totals:	\$285,000.00		\$0.00	\$0.00				\$285,000.00	0%	\$111,896.60
Revenue Totals:	\$10,000.00		(\$1,437.81)	\$3,247.84				(\$6,752.16)		\$30,414.98
Expense Totals:	\$285,000.00		\$0.00	\$0.00				\$285,000.00		\$111,896.60
Fund West Central Impact Fees NET GAIN/LOSS>:	(\$275,000.00)		(\$1,437.81)	\$3,247.84				\$278,247.84		(\$81,481.62)

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 558 North Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$740,000.00		\$115,100.00	\$218,900.00				(\$521,100.00)	30%	\$283,869.79
Reimbursements	\$157,500.00		\$0.00	\$0.00				(\$157,500.00)	0%	\$0.00
Interest Revenue	\$30,000.00		(\$1,325.51)	(\$131.17)				(\$30,131.17)	0%	\$2,005.99
Other	\$0.00		\$5,524.80	\$5,524.80				\$5,524.80		\$54.28
Sub-Department 000 Revenues Totals:	\$927,500.00		\$119,299.29	\$224,293.63				(\$703,206.37)	24%	\$285,930.06
Department 520 Transportation Totals:	\$927,500.00		\$119,299.29	\$224,293.63				(\$703,206.37)	24%	\$285,930.06
Revenue Totals:	\$927,500.00		\$119,299.29	\$224,293.63				(\$703,206.37)	24%	\$285,930.06
***** Expenses *****										
Sub-Department 558 North Impact Fees										
Contractual Services	\$350,000.00		\$0.00	\$0.00			\$0.00	\$350,000.00	0%	\$0.00
Capital	\$638,000.00		\$0.00	\$0.00			\$0.00	\$638,000.00	0%	\$0.00
Contingency and Other	\$37,000.00		\$0.00	\$0.00			\$0.00	\$37,000.00	0%	\$14,196.20
Sub-Department 558 North Impact Fees Totals:	\$1,025,000.00		\$0.00	\$0.00			\$0.00	\$1,025,000.00	0%	\$14,196.20
Department 520 Transportation Totals:	\$1,025,000.00		\$0.00	\$0.00			\$0.00	\$1,025,000.00	0%	\$14,196.20
Expense Totals:	\$1,025,000.00		\$0.00	\$0.00			\$0.00	\$1,025,000.00	0%	\$14,196.20
Revenue Totals:	\$927,500.00		\$119,299.29	\$224,293.63				(\$703,206.37)		\$285,930.06
Expense Totals:	\$1,025,000.00		\$0.00	\$0.00				\$1,025,000.00		\$14,196.20
Fund North Impact Fees NET GAIN/LOSS>:	(\$97,500.00)		\$119,299.29	\$224,293.63				\$321,793.63		\$271,733.86

Kane County

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 559 Central Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$447,500.00		\$0.00	\$42,170.00				(\$405,330.00)	9%	\$39,086.16
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$20,000.00		(\$167.27)	\$144.32				(\$19,855.68)	1%	\$557.58
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Sub-Department 000 Revenues Totals:	\$467,500.00		(\$167.27)	\$42,314.32				(\$425,185.68)	9%	\$39,643.74
Department 520 Transportation Totals:	\$467,500.00		(\$167.27)	\$42,314.32				(\$425,185.68)	9%	\$39,643.74
Revenue Totals:	\$467,500.00		(\$167.27)	\$42,314.32				(\$425,185.68)	9%	\$39,643.74
***** Expenses *****										
Sub-Department: 559 Central Impact Fees										
Contractual Services	\$640,000.00		\$0.00	\$0.00				\$80,000.00	0%	\$0.00
Capital	\$0.00		\$0.00	\$0.00				\$0.00		\$150.00
Contingency and Other	\$22,500.00		\$0.00	\$0.00				\$22,500.00	0%	\$1,954.31
Sub-Department 559 Central Impact Fees Totals:	\$662,500.00		\$0.00	\$0.00				\$80,000.00	0%	\$2,104.31
Department 520 Transportation Totals:	\$662,500.00		\$0.00	\$0.00				\$80,000.00	0%	\$2,104.31
Expense Totals:	\$662,500.00		\$0.00	\$0.00				\$80,000.00	0%	\$2,104.31
Revenue Totals:	\$467,500.00		(\$167.27)	\$42,314.32				(\$425,185.68)		\$39,643.74
Expense Totals:	\$662,500.00		\$0.00	\$0.00				\$662,500.00		\$2,104.31
Fund Central Impact Fees NET GAIN/LOSS>:	(\$195,000.00)		(\$167.27)	\$42,314.32				\$237,314.32		\$37,539.43

Impact Fees Fund Summary

Through Date: 3/31/2009 (Unaudited)

Classification	Budget Amount	Annual	M-T-D	Actual Amount	Y-T-D	Encumbrances	Y-T-D	Budget Less Y-T-D Actual	Percentage of Budget	Prior Year Total Actual
***** Revenues *****										
Fund: 560 South Impact Fees										
Sub-Department: 000 Revenues										
Charges for Services	\$945,000.00		\$0.00	\$0.00				(\$945,000.00)	0%	\$143,148.54
Reimbursements	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Interest Revenue	\$40,000.00		(\$711.96)	\$59.16				(\$39,940.84)	0%	\$1,201.58
Other	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Sub-Department 000 Revenues Totals:	\$985,000.00		(\$711.96)	\$59.16				(\$984,940.84)	0%	\$144,350.12
Department 520 Transportation Totals:	\$985,000.00		(\$711.96)	\$59.16				(\$984,940.84)	0%	\$144,350.12
Revenue Totals:	\$985,000.00		(\$711.96)	\$59.16				(\$984,940.84)	0%	\$144,350.12
***** Expenses *****										
Sub-Department: 560 South Impact Fees										
Contractual Services	\$0.00		\$0.00	\$0.00				\$0.00		\$0.00
Capital	\$982,750.00		\$0.00	\$0.00				\$982,750.00	0%	\$0.00
Contingency and Other	\$47,250.00		\$0.00	\$0.00				\$47,250.00	0%	\$7,157.43
Sub-Department 560 South Impact Fees Totals:	\$1,030,000.00		\$0.00	\$0.00				\$1,030,000.00	0%	\$7,157.43
Department 520 Transportation Totals:	\$1,030,000.00		\$0.00	\$0.00				\$1,030,000.00	0%	\$7,157.43
Expense Totals:	\$1,030,000.00		\$0.00	\$0.00				\$1,030,000.00	0%	\$7,157.43
Revenue Totals:	\$985,000.00		(\$711.96)	\$59.16				(\$984,940.84)		\$144,350.12
Expense Totals:	\$1,030,000.00		\$0.00	\$0.00				\$1,030,000.00		\$7,157.43
Fund South Impact Fees NET GAIN/LOSS>:	(\$45,000.00)		(\$711.96)	\$59.16				\$45,059.16		\$137,192.69

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
Anderson Road Extension - IL38 to Keslinger(41)							
	(E1)	Smith Engineering Consultants Inc (SEC GROUP)	2007-107	\$ 15,878.33	\$ 495,676.31	\$ -	\$ -
	(E2)	Smith Engineering Consultants Inc (SEC GROUP)	(blank)	\$ 1,426,712.33	\$ 1,426,712.33	\$ -	\$ -
Anderson Road Extension - IL38 to Keslinger(41) Total				\$ 1,442,590.66	\$ 1,922,388.64	\$ -	\$ -
Automotive Equipment							
	7400 Single Axle Truck Chassis 2009 #12	AUTO TRUCK INC.	2009-307	\$ 49,550.00	\$ 49,550.00	\$ -	\$ -
	CHICAGO INTERNATIONAL TRUCKS		2009-440	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
	7400 Single Axle Truck Chassis 2009 #3	AUTO TRUCK INC.	2009-307	\$ 49,550.00	\$ 49,550.00	\$ -	\$ -
	CHICAGO INTERNATIONAL TRUCKS		2009-440	\$ 49,250.00	\$ 49,250.00	\$ -	\$ -
	Tandam Axle Truck Cab & Chassis 2009 #1	AUTO TRUCK INC.	2009-308	\$ 69,675.00	\$ 69,675.00	\$ -	\$ -
	CHICAGO INTERNATIONAL TRUCKS		2009-441	\$ 59,500.00	\$ 59,500.00	\$ -	\$ -
	Tandam Axle Truck Cab & Chassis 2009 #49	AUTO TRUCK INC.	2009-308	\$ 69,675.00	\$ 69,675.00	\$ -	\$ -
	CHICAGO INTERNATIONAL TRUCKS		2009-441	\$ 56,500.00	\$ 56,500.00	\$ -	\$ -
Automotive Equipment Total				\$ 453,700.00	\$ 453,700.00	\$ -	\$ -
Big TimberEmbankmentStabilization							
	(E2)	Bollinger, Lach & Associates Inc	2008-888	\$ 89,616.53	\$ 148,821.00	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS		Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
Big Timber Embankment Stabilization Total					\$ 89,616.53	\$ 148,821.00	\$ -	\$ -
Big Timber Ovr Tyler & Pingree 045-3323		(E2)	Christopher B Burke Engineering LTD	2007-388	\$ 114,692.13	\$ 323,138.56	\$ (177,205)	\$ (27,524)
Big Timber Ovr Tyler & Pingree 045-3323 Total					\$ 114,692.13	\$ 323,138.56	\$ (177,205)	\$ (27,524)
Big Timber Rd Br Ovr Tyler Creek 3157		(MONITORING)						
			Christopher B Burke Engineering LTD	2007-21	\$ -	\$ 30,140.92	\$ (24,113)	\$ (18,095)
			Christopher B. Burke Engineering West, Ltd.	2009-184	\$ 129,462.87	\$ 134,477.90	\$ (107,582)	\$ -
Big Timber Rd Br Ovr Tyler Creek 3157 Total					\$ 129,462.87	\$ 164,618.82	\$ (131,695)	\$ (18,095)
Bliss & Merrill Intersection Improvement		(CONST)	Aurora Blacktop	2009-571	\$ 835,276.90	\$ 835,276.90	\$ (374,946)	\$ -
		(E2)	Entran, LLC	2008-122	\$ 19,077.49	\$ 220,791.33	\$ -	\$ -
		(E3)	Graef Anhalt Schloemer Associates	(blank)	\$ 72,026.46	\$ 72,026.46	\$ -	\$ -
Bliss & Merrill Intersection Improvement Total					\$ 926,380.85	\$ 1,128,094.69	\$ (374,946)	\$ -
Bliss Road over Blackberry Creek		(CONST)	LANDMARK CONTRACTORS	2008-466	\$ 8,621.18	\$ 91,223.18	\$ -	\$ -
Bliss Road over Blackberry Creek Total					\$ 8,621.18	\$ 91,223.18	\$ -	\$ -
Bond Debt Service		Debt Service	(blank)					

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
Bond Debt Service Total			(blank)	\$ 3,500,000.00	\$ 3,500,000.00	\$ -	\$ -
BowesRd Ovr Fitchie Creek				\$ 3,500,000.00	\$ 3,500,000.00	\$ -	\$ -
	(CONST) Local	Illinois Constructors Corp.	(blank)	\$ 628,297.43	\$ 628,297.43	\$ -	\$ -
	(E2)	Hampton Lenzini & Renwick, Inc. (HLR)	2007-389	\$ 872.63	\$ 17,200.00	\$ -	\$ -
BowesRd Ovr Fitchie Creek Total				\$ 629,170.06	\$ 645,497.43	\$ -	\$ -
Bridge Inspections							
	Bridge Inspections	Hampton Lenzini & Renwick, Inc. (HLR)	2009-104	\$ 297,612.95	\$ 325,000.00	\$ -	\$ -
Bridge Inspections Total				\$ 297,612.95	\$ 325,000.00	\$ -	\$ -
Building Improvements							
	Salt Dome	ENGINEERING ENTERPRISES	2008-1023	\$ 44,640.61	\$ 86,000.00	\$ -	\$ -
	Salt Dome		2009-568	\$ 729,159.00	\$ 729,159.00	\$ -	\$ -
Building Improvements Total				\$ 773,799.61	\$ 815,159.00	\$ -	\$ -
Bunker Road							
	(E2)	Huddleston McBride Co.	2008-338	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
Bunker Road Total				\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
Burlington @ Corron Rd							
	(E2)	Bowman Barrett & Associates, Inc.	2007-13	\$ 42,052.87	\$ 171,413.61	\$ -	\$ -
Burlington @ Corron Rd Total				\$ 42,052.87	\$ 171,413.61	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
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Burlington @ IL Route 47

(E1)		Burns & McDonnell Engineering Co	2007-14	\$ 1,865.67	\$ 69,219.00	\$ (11,360)	\$ -
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Burlington @ IL Route 47 Total

				\$ 1,865.67	\$ 69,219.00	\$ (11,360)	\$ -
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Corron Ovr Stoney Creek

(CONST)		LANDMARK CONTRACTORS					
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Corron Ovr Stoney Creek Total

			2008-471	\$ 49,481.62	\$ 321,491.71	\$ -	\$ -
				\$ 49,481.62	\$ 321,491.71	\$ -	\$ -

Culverts

Culverts		Northern Water Works Supply					
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Culverts Total

			2009-569	\$ 26,290.22	\$ 26,290.22	\$ -	\$ -
				\$ 26,290.22	\$ 26,290.22	\$ -	\$ -

Damisch Road over Tyler Creek

(E1)		Hampton Lenzini & Renwick, Inc. (HLR)					
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Damisch Road over Tyler Creek Total

			2007-387	\$ 38,741.34	\$ 116,907.13	\$ (62,012)	\$ (29,549)
				\$ 38,741.34	\$ 116,907.13	\$ (62,012)	\$ (29,549)

Engineering Assistance

Land Survey Assistance		Hampton Lenzini & Renwick, Inc. (HLR)					
			2009-302	\$ 30,202.00	\$ 36,000.00	\$ -	\$ -

Material Testing

		Midland Standard Engineering & Testing, Inc.					
			2008-402	\$ 10,901.50	\$ 80,000.00	\$ -	\$ -
			2009-841	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -

Engineering Assistance Total

				\$ 121,103.50	\$ 196,000.00	\$ -	\$ -
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Fabyan Parkway - Western to Co. Line Interconnect

(CONST)		State of IL Treasurer-IDOT					
			2008-460	\$ 104,778.74	\$ 194,139.40	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
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	(E2)	Civiltech Engineering Inc	2007-35	\$ 9,730.50	\$ 69,401.00	\$ (10,353)	\$ -
Fabyan Parkway - Western to Co. Line Interconnect Total				\$ 114,509.24	\$ 263,540.40	\$ (10,353)	\$ -
Fabyan Pkwy & Van Nortwick	(E1)	Bloom Companies, LLC	2008-403	\$ 23,313.76	\$ 74,603.86	\$ -	\$ -
Fabyan Pkwy & Van Nortwick Total				\$ 23,313.76	\$ 74,603.86	\$ -	\$ -
Fabyan Pkwy at Settlers Hill	(E2)	STV Inc	2008-612	\$ 32,356.24	\$ 173,127.67	\$ -	\$ -
Fabyan Pkwy at Settlers Hill Total				\$ 32,356.24	\$ 173,127.67	\$ -	\$ -
FabyanPkwy Ovr Mill Creek	(CONST) 20% local	STATE OF IL TREASURER	2008-119	\$ 245,983.94	\$ 367,641.28	\$ -	\$ -
FabyanPkwy Ovr Mill Creek Total	(E3)	Homer L Chastain & Associates LLP	2007-307	\$ 8,998.36	\$ 143,636.50	\$ (58,484)	\$ (40,387)
GIS-Technologies	GIS Site Maintenance	Patrick Engineering Inc	2007-219	\$ 10,288.79	\$ 20,900.00	\$ -	\$ -
GIS-Technologies Total				\$ 10,288.79	\$ 20,900.00	\$ -	\$ -
Government Liaison Services	Revenue/Legislative	IL Governmental Consulting Group LLC	2008-604	\$ 6,000.00	\$ 36,000.00	\$ -	\$ -
Government Liaison Services Total				\$ 6,000.00	\$ 36,000.00	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
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HampshireCreekStreambankStabilization

(E2)		Strand Associates Inc	2008-890	\$ 62,219.25	\$ 114,600.00	\$ -	\$ -
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HampshireCreekStreambankStabilization Total

				\$ 62,219.25	\$ 114,600.00	\$ -	\$ -
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Highland - Randall to McLean

(E1)		City of Elgin	2007-24	\$ 113,292.50	\$ 113,292.50	\$ -	\$ -
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Civil Engineering Services Inc

Highland - Randall to McLean Total

			2007-32	\$ 1,040.92	\$ 9,900.00	\$ -	\$ -
				\$ 114,333.42	\$ 123,192.50	\$ -	\$ -

Huntley - Square Barn to Sleepy Hollow Interconnect

(E2)		H.W. Lochner, Inc.	2009-41	\$ 71,600.00	\$ 71,600.00	\$ (57,280)	\$ -
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Huntley - Square Barn to Sleepy Hollow Interconnect Total

				\$ 71,600.00	\$ 71,600.00	\$ (57,280)	\$ -
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HuntleyRd-Randall to Sleepy Hollow

(E1)		Burns & McDonnell Engineering Co	2007-15	\$ 51,522.89	\$ 186,000.00	\$ (27,786)	\$ -
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HuntleyRd-Randall to Sleepy Hollow Total

				\$ 51,522.89	\$ 186,000.00	\$ (27,786)	\$ -
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I90 / IL47 Interchange

(E2)		Village of Huntley	2009-158	\$ 160,000.00	\$ 200,000.00	\$ -	\$ -
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I90 / IL47 Interchange Total

				\$ 160,000.00	\$ 200,000.00	\$ -	\$ -
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IceControl

		Rock Salt	2009-2	\$ 72,818.18	\$ 910,000.00	\$ -	\$ -
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IceControl Total

				\$ 72,818.18	\$ 910,000.00	\$ -	\$ -
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P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
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Impact Fee Program

	<u>Technical Assistance</u>	Intersect LLC	2009-303	\$ 38,560.00	\$ 40,000.00	\$ -	\$ -
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Impact Fee Program Total

				\$ 38,560.00	\$ 40,000.00	\$ -	\$ -
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Jericho Over Big Rock Crk

	<u>(CONST) Local</u>	Landmark Contractors Inc	2008-467	\$ 54,639.21	\$ 370,456.57	\$ -	\$ -
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(E2) Local

		Graef Anhalt Schloemer Associates	2007-47	\$ 152.73	\$ 25,697.09	\$ -	\$ -
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(E2) Local Mussels

		Huff & Huff Inc	2007-67	\$ 4,270.04	\$ 8,492.59	\$ -	\$ -
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Jericho Over Big Rock Crk Total

				\$ 59,061.98	\$ 404,646.25	\$ -	\$ -
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Jericho Road over Blackberry Crk

	<u>(E1)</u>	Robert H Anderson & Assoc., Inc	2007-263	\$ 82,325.47	\$ 219,280.92	\$ (118,891)	\$ -
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Jericho Road over Blackberry Crk Total

				\$ 82,325.47	\$ 219,280.92	\$ (118,891)	\$ -
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KeslingerOvrMillCrkBranch

	<u>(CONST)</u>	Nicor Gas	(blank)	\$ 165,281.08	\$ 165,281.08	\$ -	\$ -
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(E2)

		Accurate Repro, Inc.	(blank)	\$ 456.00	\$ 456.00	\$ -	\$ -
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KeslingerOvrMillCrkBranch Total

				\$ 165,737.08	\$ 165,737.08	\$ -	\$ -
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KeslingerOvrWelchCrk

	<u>(E2)</u>	Robert H Anderson & Assoc., Inc	2007-97	\$ 1,669.18	\$ 97,342.06	\$ (2,764)	\$ -
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P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS		Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
KeslingerOvrWelchCrk Total					\$ 1,669.18	\$ 97,342.06	\$ (2,764)	\$ -
Kirk & Douglas		(E1)	H.W. Lochner, Inc.					
				2009-107	\$ 141,748.82	\$ 141,748.82	\$ (56,000)	\$ -
Kirk & Douglas Total					\$ 141,748.82	\$ 141,748.82	\$ (56,000)	\$ -
KirkRd. & Rt.38		(CONST)	Land & Water Resources Inc					
				2007-70	\$ 18,900.00	\$ 18,900.00	\$ -	\$ -
			Martam Construction Inc	2007-75	\$ 29,413.76	\$ 1,506,956.34	\$ (365,702)	\$ (365,702)
KirkRd. & Rt.38 Total		(E3)	T Y Lin International Inc					
				2008-391	\$ 16.39	\$ 10,315.66	\$ -	\$ -
KirkRd. & Rt.56		(CONST)	STATE OF IL TREASURER					
				2007-124	\$ 102,687.09	\$ 1,150,500.00	\$ -	\$ -
				2007-125	\$ 1,542,793.56	\$ 1,542,793.56	\$ (500,000)	\$ -
KirkRd. & Rt.56 Total		(E3)	Civiltech Engineering Inc					
				2007-37	\$ 23,675.96	\$ 680,473.00	\$ -	\$ -
LaFox Road over Mill Creek 045-5008		(CONST)	Landmark Contractors Inc					
				2008-470	\$ 20,722.96	\$ 45,130.55	\$ -	\$ -
LaFox Road over Mill Creek 045-5008 Total					\$ 20,722.96	\$ 45,130.55	\$ -	\$ -
LongMeadow Pkwy Bridge		(E1)						

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
		Engineering Enterprises Inc	2007-44	\$ 21,087.10	\$ 617,807.80	\$ (20,352)	\$ -
		McDonough Associates Inc	2007-76	\$ 232,571.03	\$ 2,494,759.77	\$ (209,314)	\$ 0
	(ROW)	Bulthuis Realty Consultants Inc	2009-360	\$ 100.00	\$ 100.00	\$ -	\$ -
		Civiltech Engineering Inc	2007-34	\$ 55,300.00	\$ 63,300.00	\$ -	\$ -
		Polach Appraisal Group Inc	2007-89	\$ 17,340.00	\$ 20,200.00	\$ -	\$ -
		T Engineering Services Ltd	2007-2	\$ 2,300.00	\$ 4,100.00	\$ -	\$ -
	TOLLBRIDGE ENVIRONMENTAL STUDY	McDonough Associates Inc	2008-461	\$ 6,743.92	\$ 33,876.00	\$ -	\$ -
	TOLLBRIDGE Public Outreach	Wilbur Smith Associates	2009-251	\$ 3,650.00	\$ 4,575.00	\$ -	\$ -
LongMeadow Pkwy Bridge Total				\$ 339,092.05	\$ 3,238,718.57	\$ (229,666)	\$ 0
Machinery & Equipment	BackHoe - 2009 Case Model 590SM+, Series 3	McCann Industries, Inc.	2009-843	\$ 68,650.00	\$ 68,650.00	\$ -	\$ -
Machinery & Equipment Total				\$ 68,650.00	\$ 68,650.00	\$ -	\$ -
Main St & Nelson Lake Rd	(E1)	H.W. Lochner, Inc.	2009-108	\$ 174,369.22	\$ 174,369.22	\$ (80,000)	\$ -
Main St & Nelson Lake Rd Total				\$ 174,369.22	\$ 174,369.22	\$ (80,000)	\$ -
McLean- Hopps to Bowes	(CONST)	STATE OF IL TREASURER					

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
			2007-127	\$ 1,543,682.34	\$ 2,114,657.46	\$ -	\$ -
	(E2)	Pavia-Marting & Co					
			2007-88	\$ 2,345.35	\$ 10,400.00	\$ -	\$ -
	(E3)	McDonough Associates Inc					
			2007-78	\$ 41,671.99	\$ 577,826.49	\$ (313,096)	\$ -
McLean- Hopps to Bowes Total				\$ 1,587,699.68	\$ 2,702,883.95	\$ (313,096)	\$ -
Mooseheart Rd. & IL31	(E1)	Hampton Lenzini & Renwick, Inc. (HLR)					
			2009-6	\$ 163,370.53	\$ 163,370.53	\$ (64,000)	\$ -
Mooseheart Rd. & IL31 Total				\$ 163,370.53	\$ 163,370.53	\$ (64,000)	\$ -
Orchard & Jericho Inter.	(CONST)	STATE OF IL TREASURER					
			2007-129	\$ 498,032.20	\$ 747,363.30	\$ -	\$ -
	(E3)	Knight Engineers & Architects Inc					
			2007-138	\$ 1,854.73	\$ 389,598.69	\$ (65,907)	\$ -
Orchard & Jericho Inter. Total				\$ 499,886.93	\$ 1,136,961.99	\$ (65,907)	\$ -
Orchard at Rochester Drive	(CONST)	Geneva Construction Company					
			2008-602	\$ -	\$ 312,740.43	\$ (187,463)	\$ (187,463)
Orchard at Rochester Drive Total				\$ -	\$ 312,740.43	\$ (187,463)	\$ (187,463)
Orchard -Jericho to Rt.30	(E2)	RJN Group Inc					
			2007-94	\$ 37,161.36	\$ 51,537.24	\$ -	\$ -
Orchard -Jericho to Rt.30 Total				\$ 37,161.36	\$ 51,537.24	\$ -	\$ -
Orchard-IndianTrltoPraire							

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
	<u>(E2) Orchard Pond</u>	Christopher B. Burke Engineering West, Ltd.	2009-155	\$ 6,166.50 \$	6,166.50 \$	- \$	-
	<u>(E3) Orchard Pond</u>	Christopher B. Burke Engineering West, Ltd.	2009-156	\$ 9,500.00 \$	9,500.00 \$	- \$	-
Orchard-IndianTrltoPraire Total				\$ 15,666.50 \$	15,666.50 \$	- \$	-
Pavement Resurfacing	<u>Resurfacing/Paved shoulders</u>	Plote Construction Inc. of Hoffman Estates, IL	2009-842	\$ 4,339,288.11 \$	4,339,288.11 \$	- \$	-
Pavement Resurfacing Total				\$ 4,339,288.11 \$	4,339,288.11 \$	- \$	-
Plank Rd. & IL47 (IF)	<u>(E2)</u>	Patrick Engineering Inc	2007-87	\$ 56,207.95 \$	164,895.00 \$	- \$	-
Plank Rd. & IL47 (IF) Total				\$ 56,207.95 \$	164,895.00 \$	- \$	-
PlankRd Ovr BurlingtonCrk 045-5510	<u>(CONST)</u>	R W Dunteman Co	2007-143	\$ 66,999.65 \$	615,817.83 \$	- \$	-
PlankRd Ovr BurlingtonCrk 045-5510 Total				\$ 66,999.65 \$	615,817.83 \$	- \$	-
Planning	<u>Corridor Planning IL Rt47</u>	T Y Lin International Inc	2009-5	\$ 279,964.06 \$	279,964.06 \$	(267,077) \$	-
	<u>Route 529 Bus Access Plan</u>	Consoer Townsend Envirodyne Engineers Inc	2009-106	\$ 125,600.00 \$	125,600.00 \$	(100,000) \$	-
Planning Total				\$ 405,564.06 \$	405,564.06 \$	(367,077) \$	-
Randall - Binnie to IL 72 Interconnect	<u>(CONST)</u>	State of IL Treasurer-IDOT					

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS		Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
				2008-1126	\$ 472,412.06	\$ 560,003.19	\$ -	\$ -
		(E3)	CIORBA CROUP INC					
				2008-651	\$ 54,409.64	\$ 54,409.64	\$ (43,528)	\$ -
		Randall - Binnie to IL 72 Interconnect Total			\$ 526,821.70	\$ 614,412.83	\$ (43,528)	\$ -
		Randall - County Line to Binnie Interconnect						
		(E2)	H.W. Lochner, Inc.					
				2009-42	\$ 58,506.94	\$ 58,506.94	\$ (46,806)	\$ -
		Randall - County Line to Binnie Interconnect Total			\$ 58,506.94	\$ 58,506.94	\$ (46,806)	\$ -
		Randall - Orchard to Main Interconnect						
		(E2)	HNTB Corporation					
				2008-652	\$ 690.64	\$ 40,474.67	\$ (32,380)	\$ (27,506)
		Randall - Orchard to Main Interconnect Total			\$ 690.64	\$ 40,474.67	\$ (32,380)	\$ (27,506)
		Randall - Red Haw to Silver Glen Interconnect						
		(E3)	CIORBA CROUP INC					
				2008-648	\$ 12,826.98	\$ 36,273.10	\$ (29,018)	\$ -
		Randall - Red Haw to Silver Glen Interconnect Total			\$ 12,826.98	\$ 36,273.10	\$ (29,018)	\$ -
		Randall & Big Timber						
		(E1)	Bloom Companies, LLC					
				2008-404	\$ 40,621.01	\$ 95,611.71	\$ -	\$ -
		Randall & Big Timber Total			\$ 40,621.01	\$ 95,611.71	\$ -	\$ -
		Randall & Bolcum						
		(CONST)	TARP					
				(blank)	\$ -	\$	\$ (51,000)	\$ -
				2007-22	\$ 12,107.96	\$ 65,800.00	\$ (11,585)	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
Randall & Bolcum Total				\$ 12,107.96	\$ 65,800.00	\$ (62,585)	\$ -
Randall & Fabyan							
	(E1)	Crawford Murphy & Tilly Inc	2007-40	\$ 113.00	\$ 160,000.00	\$ -	\$ -
Randall & Fabyan Total				\$ 113.00	\$ 160,000.00	\$ -	\$ -
Randall & Foothill							
	(E1)	HDR Engineering Inc	2007-137	\$ 7,854.05	\$ 85,876.40	\$ (48,000)	\$ (48,000)
Randall & Foothill Total				\$ 7,854.05	\$ 85,876.40	\$ (48,000)	\$ (48,000)
Randall & IL Rt64							
	(CONST)	State of IL Treasurer-IDOT	2007-123	\$ 2,028,931.62	\$ 4,000,000.00	\$ -	\$ -
Randall & IL Rt64 Total				\$ 2,028,931.62	\$ 4,000,000.00	\$ -	\$ -
Randall & Red Gate							
	(CONST)	Geneva Construction Company	2009-4	\$ 1,365,615.45	\$ 1,365,615.45	\$ -	\$ -
		St Charles Township Road District	(blank)	\$ -	\$	\$ (75,000)	\$ -
		TARP	(blank)	\$ -	\$	\$ (40,500)	\$ -
	(ROW)	City Suburban Appraisals Inc	2007-26	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -
Randall & Red Gate Total				\$ 1,370,115.45	\$ 1,370,115.45	\$ (115,500)	\$ -
Randall & Rt. 20 Interchange							
	(E1)	T Y Lin International Inc	2007-110	\$ 14,278.81	\$ 100,000.00	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
Randall & Rt. 20 Interchange Total							
Randall Over I-88							
	(E2)	Strand Associates Inc	2008-891	\$ 72,112.86	\$ 105,100.00	\$ -	\$ -
Randall Over I-88 Total							
				\$ 72,112.86	\$ 105,100.00	\$ -	\$ -
Randall Over Rt 20							
	(CONST)	Sjostrom & Sons, Ltd	(blank)	\$ 1,105,896.63	\$ 1,105,896.63	\$ -	\$ -
Randall Over Rt 20 Total							
	(E2)	Smith Engineering Consultants Inc (SEC GROUP)	2008-836	\$ 18,946.32	\$ 92,200.00	\$ -	\$ -
				\$ 1,124,842.95	\$ 1,198,096.63	\$ -	\$ -
Randall Over UP Railroad							
	(E2)	Bollinger, Lach & Associates Inc	2008-889	\$ 21,822.28	\$ 70,579.00	\$ -	\$ -
Randall Over UP Railroad Total							
				\$ 21,822.28	\$ 70,579.00	\$ -	\$ -
Repairs & Maint-Buildings							
	Repairs & Maint-Buildings	VANS LOCK & KEY SERVICE	2009-557	\$ 5,350.00	\$ 5,350.00	\$ -	\$ -
Repairs & Maint-Buildings Total							
				\$ 5,350.00	\$ 5,350.00	\$ -	\$ -
Road Material							
	Patching Mix	Superior Asphalt Materials LLC	2009-3	\$ 14,735.71	\$ 32,700.00	\$ -	\$ -
Road Material Total							
				\$ 14,735.71	\$ 32,700.00	\$ -	\$ -
ROW							
	ROW Consultant	Starr, David P	2008-459	\$ 26,437.10	\$ 67,600.00	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
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ROW Total

\$ 26,437.10 \$ 67,600.00 \$ - \$ -

SilverGlen @OtterCrkBrmch

(E2)

RJN Group Inc

2007-204 \$ 9,694.54 \$ 115,834.61 \$ - \$ -

SilverGlen @OtterCrkBrmch Total

\$ 9,694.54 \$ 115,834.61 \$ - \$ -

Stearns Rd Bridge - Stg 1 Fox River to IL25 (IF)

(CONST) 10% Local

State of IL Treasurer-IDOT

2007-133 \$ 372,471.93 \$ 418,500.00 \$ - \$ -

(E3)

Christopher B Burke Engineering LTD

2007-19 \$ 2,808.09 \$ 437,349.15 \$ (28,679) \$ -

Stearns Rd Bridge - Stg 1 Fox River to IL25 (IF) Total

\$ 375,280.02 \$ 855,849.15 \$ (28,679) \$ -

Stearns Rd Bridge - Stg 1A Bridges - Dunham BR Ovr CCPRR

(CONST)

State of IL Treasurer-IDOT

2008-273 \$ 294,338.94 \$ 455,775.30 \$ - \$ -

(E3)

T Y Lin International Inc

2007-390 \$ 41,282.14 \$ 242,656.00 \$ (117,753) \$ (80,599)

(E3) Flaggers

Chicago Central & Pacific Railroad

2008-23 \$ 98,000.00 \$ 98,000.00 \$ - \$ -

Construction (Fencing)

Fox Valley Fence & Supply Co

2007-157 \$ 19,728.00 \$ 77,728.00 \$ - \$ -

Stearns Rd Bridge - Stg 1A Bridges - Dunham BR Ovr CCPRR Total

\$ 453,949.08 \$ 874,159.30 \$ (117,753) \$ (80,599)

Stearns Rd Bridge - Stg 1A Bridges - IL31 Ovr New Stearns Rd

(CONST)

State of IL Treasurer-IDOT

2007-217 \$ 146,584.72 \$ 316,105.78 \$ - \$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS		Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
		(CONST) NICOR	NICOR					
		(E3)	Earth Tech Inc					
				2007-146	\$ 180,000.00	\$ 180,000.00	\$ -	\$ -
				2007-43	\$ -	\$ 150,896.11	\$ (12,896)	\$ -
				2008-872	\$ 71,332.34	\$ 73,201.19	\$ (65,884)	\$ -
					\$ 397,917.06	\$ 720,203.08	\$ (78,777)	\$ -
		Stearns Rd Bridge - Stg 1A Bridges - IL31 Ovr New Stearns Rd Total						
		(CONST)	State of IL Treasurer-IDOT					
		(E2)	Hampton Lenzini & Renwick, Inc. (HLR)					
				2008-272	\$ 165,988.54	\$ 357,125.95	\$ -	\$ -
				2007-57	\$ 35,805.35	\$ 234,201.93	\$ -	\$ -
		(E3)	T Y Lin International Inc					
				2007-391	\$ 44,262.51	\$ 195,525.48	\$ (175,973)	\$ (136,137)
					\$ 246,056.40	\$ 786,853.36	\$ (175,973)	\$ (136,137)
		Stearns Rd Bridge - Stg 1A Bridges - New Stearns Rd Ovr N Brewster Crk Total						
		(E2)	McDonough Associates Inc					
				2008-120	\$ 419,242.97	\$ 1,442,033.00	\$ -	\$ -
		(E3)	Christopher B Burke Engineering LTD					
				(blank)	\$ 1,099,960.60	\$ 1,099,960.60	\$ (989,964)	\$ -
		(ROW)	1ST0109					
				(blank)	\$ 780,800.00	\$ 780,800.00	\$ -	\$ -
			1ST0111					
				(blank)	\$ 1,750,000.00	\$ 1,750,000.00	\$ -	\$ -
					\$ 4,050,003.57	\$ 5,072,793.60	\$ (989,964)	\$ -
		Stearns Rd Bridge - Stg 2 New Stearns at McLean Blvd and McLean & IL31 Total						
		Stearns Rd Bridge - Stg 3 Stearns Road / Dunham / IL 25 Int. (IF)						

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
	(CONST)						
		Traffic Control & Protection	2009-819	\$ 10,665.00	\$ 10,665.00	\$ -	\$ -
		Traffic Services Inc.	2009-820	\$ 3,865.30	\$ 3,865.30	\$ -	\$ -
	(CONST) DuPage	County of DuPage	(blank)	\$ -	\$ (165,424)	\$ -	\$ -
	(CONST) DuPage County (at time of bid award)	County of DuPage	(blank)	\$ -	\$ (1,495,000)	\$ -	\$ -
	(E2)	Alfred Benesch & Co.	2008-19	\$ 38,265.58	\$ 2,264,667.00	\$ -	\$ -
		Hampton Lenzini & Renwick, Inc. (HLR)	2007-65	\$ 360.00	\$ 6,000.00	\$ -	\$ -
	(E3) HPP 80% State 10%	Bollinger, Lach & Associates Inc	(blank)	\$ 2,246,974.68	\$ 2,246,974.68	\$ (2,022,277)	\$ -
	(E3) Material Testing	APPLIED GEOSCIENCE	2007-218	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -
		Stearns Rd Bridge - Stg 3 Stearns Road / Dunham / IL 25 Int. (IF) Total		\$ 2,360,130.56	\$ 4,592,171.98	\$ (3,682,701)	\$ -
	(CONST)	ComEd	(blank)	\$ 361,000.00	\$ 375,000.00	\$ -	\$ -
	(E2)	Baker Engineering Inc.	2007-406	\$ 608,242.26	\$ 3,756,628.70	\$ -	\$ -
	(E3)	Omega And Associates Inc.	2009-572	\$ 2,901,975.31	\$ 2,901,975.31	\$ (2,611,778)	\$ -
		Stearns Rd Bridge - Stg 4 McLean to IL25 Total		\$ 3,871,217.57	\$ 7,033,604.01	\$ (2,611,778)	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
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Stearns Rd Bridge - Stg 4A South Elgin Sedge Meadow Adaptive Mgmt Plan

(CONST)	MARTAM CONSTRUCTION		2009-304	\$ 1,534,297.50	\$ 1,534,297.50	\$ -	-
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(E3)

Christopher B. Burke Engineering West, Ltd.

			2009-152	\$ 209,977.92	\$ 209,977.92	\$ -	-
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Stearns Rd Bridge - Stg 4A South Elgin Sedge Meadow Adaptive Mgmt Plan Total

				\$ 1,744,275.42	\$ 1,744,275.42	\$ -	-
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Stearns Rd Bridge - Stg 5 McLean Blvd to Randall

(E2)	Civiltech Engineering Inc		2008-123	\$ 496,346.98	\$ 1,373,047.00	\$ -	-
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(E3)

Civiltech Engineering Inc

			(blank)	\$ 1,199,986.00	\$ 1,199,986.00	\$ (1,079,988)	-
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(ROW)

1ST0150

			(blank)	\$ 764,300.00	\$ 764,300.00	\$ -	-
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McDonald Road Partners, LLC

			(blank)	\$ -	\$ 86,000.00	\$ (86,000)	-
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Stearns Rd Bridge - Stg 5 McLean Blvd to Randall Total

				\$ 2,460,632.98	\$ 3,423,333.00	\$ (1,165,988)	-
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Stearns Road Bridge

(CONST)	Alfred Benesch & Co.		2009-621	\$ 14,900.00	\$ 14,900.00	\$ -	-
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(E1)

Huff & Huff Inc

			2007-68	\$ 3,654.60	\$ 83,466.48	\$ -	-
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Three Rivers Envirnomental Assessments LLC

			2007-112	\$ 9,276.83	\$ 21,590.57	\$ -	-
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(E2)

Civil Engineering Services Inc

			2007-31	\$ 11,480.13	\$ 30,000.00	\$ -	-
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P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS	Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
	<u>(E2) Stormwater</u>						
		Andrews Engineering, Inc.					
			2008-356	\$ 5,153.50	\$ 10,000.00	\$ -	\$ -
			2008-610	\$ 11,766.97	\$ 40,000.00	\$ -	\$ -
	<u>(E3) - Corridor Mgmt</u>						
		Alfred Benesch & Co.					
			2009-570	\$ 3,654,397.14	\$ 3,654,397.14	\$ (3,288,958)	\$ -
	<u>(ROW) - Appraisals</u>						
		Civiltech Engineering Inc					
			2007-33	\$ 46,600.00	\$ 123,400.00	\$ -	\$ -
		N Steffens & Associates LTD					
			2008-202	\$ 11,875.00	\$ 19,075.00	\$ -	\$ -
		Santacruz Associates, Ltd.					
			2008-218	\$ 3,800.00	\$ 14,400.00	\$ -	\$ -
		T Engineering Services Ltd					
			2007-1	\$ 3,400.00	\$ 7,000.00	\$ -	\$ -
				\$ 3,776,304.17	\$ 4,018,229.19	\$ (3,288,958)	\$ -
Stearns Road Bridge Total							
Stormwater Mgmt	<u>Stormwater Mgmt</u>						
		Andrews Engineering, Inc.					
			2008-611	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
Stormwater Mgmt Total				\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
Traffic Engineering Assistance	<u>Traffic Data Collection</u>						
		Regina Webster & Associates Inc					
			2009-305	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
	<u>Traffic Design Engineering Assistance</u>						
		Cemcon LTD					
			2009-94	\$ 68,803.95	\$ 75,000.00	\$ -	\$ -
Traffic Engineering Assistance Total				\$ 118,803.95	\$ 125,000.00	\$ -	\$ -
TrafficSignl & LightMaint	<u>Maintenance and Repair-Traffic Signal /Lighting</u>						
		Meade Electric Co Inc					
			2009-10	\$ 264,626.00	\$ 339,000.00	\$ -	\$ -

P.O. Status	Open
ABF	A
Fund	(All)
Acct	(All)

K.C.D.O.T.
3/31/2009

PROJECTS		Project Description	Vendor	P.O. #	Open Accruals	Contract	Reimb. Available	Open A/R
		<u>Traffic Signal and Roadway Lighting Equipment</u>	Meade Electric Co Inc	2009-9	\$ 125,674.98	\$ 131,466.00	\$ -	\$ -
		<u>Traffic Signal Mgmt/Timing Assistance</u>	Hampton Lenzini & Renwick, Inc. (HLR)	2009-93	\$ 90,780.20	\$ 125,000.00	\$ -	\$ -
TrafficSignl & LightMaint Total					\$ 481,081.18	\$ 595,466.00	\$ -	\$ -
Wenmoth Over Mill Creek		(E2)	Hampton Lenzini & Renwick, Inc. (HLR)	2008-835	\$ 36,836.90	\$ 57,100.00	\$ (57,100)	\$ -
Wenmoth Over Mill Creek Total					\$ 36,836.90	\$ 57,100.00	\$ (57,100)	\$ -
Grand Total					\$ 45,343,246.88	\$ 70,661,962.30	\$ (15,837,175)	\$ (960,962)



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 4B

Date:

April 27, 2009

Item:

Kane County Finance Director Report

Presenter / Sponsor:

Cheryl Pattelli

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Attached is a fund account summary from the Kane County Finance Director for the period ending March 31, 2009.

List Attachments: Fund account summary.

Detailed information available from / at: Cheryl Pattelli, Kane County Finance Director, (630) 208-5113

Staff Comments / Recommendations: For information only.

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 300 County Highway									
Expense									
Department: 520 Transportation									
Sub-Department: 520 County Highway									
EXP5 - Personnel Services- Salaries & Wages	\$2,503,399.00	\$0.00	\$2,503,399.00	\$158,666.81	\$0.00	\$665,186.37	\$1,838,212.63	27%	\$691,673.67
EXP10 - Personnel Services- Employee Benefits	\$870,423.00	\$0.00	\$870,423.00	\$52,960.64	\$0.00	\$214,895.54	\$655,527.46	25%	\$204,522.87
EXP15 - Contractual Services	\$7,039,893.00	\$0.00	\$7,039,893.00	\$201,524.71	\$929,032.35	\$659,458.65	\$5,451,402.00	23%	\$581,081.04
EXP20 - Commodities	\$1,982,000.00	\$0.00	\$1,982,000.00	\$81,991.73	\$409,653.15	\$365,547.12	\$1,206,799.73	39%	\$454,223.07
EXP25 - Capital	\$4,282,295.00	\$0.00	\$4,282,295.00	\$165,996.41	\$2,201,578.55	\$193,796.57	\$1,886,919.88	56%	\$28,964.80
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Sub-Department Total:County Highway	\$16,678,010.00	\$0.00	\$16,678,010.00	\$661,140.30	\$3,540,264.05	\$2,098,884.25	\$11,038,861.70	34%	\$1,960,465.45
Department Total:Transportation	\$16,678,010.00	\$0.00	\$16,678,010.00	\$661,140.30	\$3,540,264.05	\$2,098,884.25	\$11,038,861.70	34%	\$1,960,465.45
Fund Totals: County Highway	\$16,678,010.00	\$0.00	\$16,678,010.00	\$661,140.30	\$3,540,264.05	\$2,098,884.25	\$11,038,861.70		\$1,960,465.45
Fund: 301 County Bridge									
Expense									
Department: 520 Transportation									
Sub-Department: 521 County Bridge									
EXP15 - Contractual Services	\$960,000.00	\$0.00	\$960,000.00	\$38,973.92	\$393,359.55	\$72,344.97	\$494,295.48	49%	\$33,048.98
EXP25 - Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,035.00
Sub-Department Total:County Bridge	\$960,000.00	\$0.00	\$960,000.00	\$38,973.92	\$393,359.55	\$72,344.97	\$494,295.48	49%	\$34,083.98
Department Total:Transportation	\$960,000.00	\$0.00	\$960,000.00	\$38,973.92	\$393,359.55	\$72,344.97	\$494,295.48	49%	\$34,083.98
Fund Totals: County Bridge	\$960,000.00	\$0.00	\$960,000.00	\$38,973.92	\$393,359.55	\$72,344.97	\$494,295.48		\$34,083.98

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 302 Motor Fuel Tax									
Expense									
Department: 520 Transportation									
Sub-Department: 522 Motor Fuel Tax									
EXP5 - Personnel Services- Salaries & Wages	\$2,203,098.00	\$0.00	\$2,203,098.00	\$164,675.57	\$0.00	\$878,368.02	\$1,324,729.98	40%	\$961,635.66
EXP10 - Personnel Services- Employee Benefits	\$848,053.00	\$0.00	\$848,053.00	\$52,361.59	\$0.00	\$249,953.83	\$598,099.17	29%	\$253,667.12
EXP15 - Contractual Services	\$2,331,562.00	\$0.00	\$2,331,562.00	\$0.00	\$2,901,975.31	\$0.00	(\$570,413.31)	124%	\$294,372.81
EXP20 - Commodities	\$910,000.00	\$0.00	\$910,000.00	\$84,931.31	\$72,818.18	\$837,181.82	\$0.00	100%	\$666,083.96
EXP25 - Capital	\$12,836,536.00	\$0.00	\$12,836,536.00	\$0.00	\$0.00	\$6,374,000.00	\$6,462,536.00	50%	\$0.00
EXP35 - Contingency and Other	\$3,493,470.00	\$0.00	\$3,493,470.00	\$0.00	\$0.00	\$3,394,035.00	\$99,435.00	97%	\$3,351,330.00
Sub-Department Total:Motor Fuel Tax	\$22,622,719.00	\$0.00	\$22,622,719.00	\$301,968.47	\$2,974,793.49	\$11,733,538.67	\$7,914,386.84	65%	\$5,527,089.55
Department Total:Transportation	\$22,622,719.00	\$0.00	\$22,622,719.00	\$301,968.47	\$2,974,793.49	\$11,733,538.67	\$7,914,386.84	65%	\$5,527,089.55
Fund Totals: Motor Fuel Tax	\$22,622,719.00	\$0.00	\$22,622,719.00	\$301,968.47	\$2,974,793.49	\$11,733,538.67	\$7,914,386.84		\$5,527,089.55
Fund: 303 County Highway Matching									
Expense									
Department: 520 Transportation									
Sub-Department: 523 County Highway Matching									
EXP15 - Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXP20 - Commodities	\$71,561.00	\$0.00	\$71,561.00	\$14,351.65	\$0.00	\$69,368.92	\$2,192.08	97%	\$41,279.00
EXP25 - Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Sub-Department Total:County Highway Matching	\$71,561.00	\$0.00	\$71,561.00	\$14,351.65	\$0.00	\$69,368.92	\$2,192.08	97%	\$41,279.00
Department Total:Transportation	\$71,561.00	\$0.00	\$71,561.00	\$14,351.65	\$0.00	\$69,368.92	\$2,192.08	97%	\$41,279.00
Fund Totals: County Highway Matching	\$71,561.00	\$0.00	\$71,561.00	\$14,351.65	\$0.00	\$69,368.92	\$2,192.08		\$41,279.00

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 304 Motor Fuel Local Option									
Expense									
Department: 520 Transportation									
Sub-Department: 524 Motor Fuel Local Option									
EXP15 - Contractual Services	\$13,684,811.00	\$0.00	\$13,684,811.00	\$151,658.03	\$6,042,089.57	\$294,627.93	\$7,348,093.50	46%	\$353,319.39
EXP25 - Capital	\$7,701,243.00	\$0.00	\$7,701,243.00	\$39,783.00	\$654,934.86	\$783,835.83	\$6,262,472.31	19%	\$110,725.72
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Sub-Department Total:Motor Fuel Local Option	\$21,386,054.00	\$0.00	\$21,386,054.00	\$191,441.03	\$6,697,024.43	\$1,078,463.76	\$13,610,565.81	36%	\$464,045.11
Department Total:Transportation	\$21,386,054.00	\$0.00	\$21,386,054.00	\$191,441.03	\$6,697,024.43	\$1,078,463.76	\$13,610,565.81	36%	\$464,045.11
Fund Totals: Motor Fuel Local Option	\$21,386,054.00	\$0.00	\$21,386,054.00	\$191,441.03	\$6,697,024.43	\$1,078,463.76	\$13,610,565.81		\$464,045.11
Fund: 305 Transportation Sales Tax									
Expense									
Department: 520 Transportation									
Sub-Department: 527 Transportation Sales Tax									
EXP15 - Contractual Services	\$3,882,378.00	\$0.00	\$3,882,378.00	\$0.00	\$3,654,397.14	\$0.00	\$227,980.86	94%	\$0.00
EXP25 - Capital	\$9,585,977.00	\$0.00	\$9,585,977.00	\$14,000.00	\$0.00	\$14,000.00	\$9,571,977.00	0%	\$0.00
Sub-Department Total:Transportation Sales Tax	\$13,468,355.00	\$0.00	\$13,468,355.00	\$14,000.00	\$3,654,397.14	\$14,000.00	\$9,799,957.86	27%	\$0.00
Department Total:Transportation	\$13,468,355.00	\$0.00	\$13,468,355.00	\$14,000.00	\$3,654,397.14	\$14,000.00	\$9,799,957.86	27%	\$0.00
Fund Totals: Transportation Sales Tax	\$13,468,355.00	\$0.00	\$13,468,355.00	\$14,000.00	\$3,654,397.14	\$14,000.00	\$9,799,957.86		\$0.00

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 540 Transportation Capital									
Expense									
Department: 520 Transportation									
Sub-Department: 525 Transportation Capital									
EXP15 - Contractual Services	\$2,923,510.00	\$0.00	\$2,923,510.00	\$137,037.65	\$2,708,323.99	\$806,163.76	(\$590,977.75)	120%	\$268,466.90
EXP25 - Capital	\$6,173,293.00	\$0.00	\$6,173,293.00	\$0.00	\$6,096,628.14	\$1,848,000.00	(\$1,771,335.14)	129%	\$163,928.36
Sub-Department Total:Transportation Capital	\$9,096,803.00	\$0.00	\$9,096,803.00	\$137,037.65	\$8,804,952.13	\$2,654,163.76	(\$2,362,312.89)	126%	\$432,395.26
Department Total:Transportation	\$9,096,803.00	\$0.00	\$9,096,803.00	\$137,037.65	\$8,804,952.13	\$2,654,163.76	(\$2,362,312.89)	126%	\$432,395.26
Fund Totals: Transportation Capital	\$9,096,803.00	\$0.00	\$9,096,803.00	\$137,037.65	\$8,804,952.13	\$2,654,163.76	(\$2,362,312.89)		\$432,395.26
Fund: 550 Aurora Area Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 550 Aurora Impact Fee									
EXP15 - Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$1,854.73	\$1,059.01	(\$2,913.74)	+++	\$14,732.00
EXP25 - Capital	\$888,773.00	\$0.00	\$888,773.00	\$0.00	\$0.00	\$0.00	\$888,773.00	0%	\$0.00
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$5,608.80
Sub-Department Total:Aurora Impact Fee	\$888,773.00	\$0.00	\$888,773.00	\$0.00	\$1,854.73	\$1,059.01	\$885,859.26	0%	\$20,340.80
Department Total:Transportation	\$888,773.00	\$0.00	\$888,773.00	\$0.00	\$1,854.73	\$1,059.01	\$885,859.26	0%	\$20,340.80
Fund Totals: Aurora Area Impact Fees	\$888,773.00	\$0.00	\$888,773.00	\$0.00	\$1,854.73	\$1,059.01	\$885,859.26		\$20,340.80

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 551 Campton Hills Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 551 Campton Hills Impact Fee									
EXP15 - Contractual Services	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$42,052.87	\$0.00	\$157,947.13	21%	\$1,992.88
EXP25 - Capital	\$1,741,149.00	\$0.00	\$1,741,149.00	\$0.00	\$1,365,615.45	\$0.00	\$375,533.55	78%	\$840.00
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,206.22
Sub-Department Total:Campton Hills Impact Fee	\$1,941,149.00	\$0.00	\$1,941,149.00	\$0.00	\$1,407,668.32	\$0.00	\$533,480.68	73%	\$4,039.10
Department Total:Transportation	\$1,941,149.00	\$0.00	\$1,941,149.00	\$0.00	\$1,407,668.32	\$0.00	\$533,480.68	73%	\$4,039.10
Fund Totals: Campton Hills Impact Fees	\$1,941,149.00	\$0.00	\$1,941,149.00	\$0.00	\$1,407,668.32	\$0.00	\$533,480.68		\$4,039.10
Fund: 552 Greater Elgin Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 552 Greater Elgin Impact Fees									
EXP15 - Contractual Services	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$26,197.30	\$2,044.75	\$1,757.95	94%	\$0.00
EXP25 - Capital	\$1,100,000.00	\$0.00	\$1,100,000.00	\$0.00	\$1,280,497.34	\$0.00	(\$180,497.34)	116%	\$357,378.64
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$6,208.38
Sub-Department Total:Greater Elgin Impact Fees	\$1,130,000.00	\$0.00	\$1,130,000.00	\$0.00	\$1,306,694.64	\$2,044.75	(\$178,739.39)	116%	\$363,587.02
Department Total:Transportation	\$1,130,000.00	\$0.00	\$1,130,000.00	\$0.00	\$1,306,694.64	\$2,044.75	(\$178,739.39)	116%	\$363,587.02
Fund Totals: Greater Elgin Impact Fees	\$1,130,000.00	\$0.00	\$1,130,000.00	\$0.00	\$1,306,694.64	\$2,044.75	(\$178,739.39)		\$363,587.02

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 553 Northwest Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 553 Northwest Impact Fees									
EXP15 - Contractual Services	\$300,000.00	\$0.00	\$300,000.00	\$7,469.81	\$56,207.95	\$25,604.51	\$218,187.54	27%	\$1,758.34
EXP25 - Capital	\$963,283.00	\$0.00	\$963,283.00	\$0.00	\$0.00	\$0.00	\$963,283.00	0%	\$0.00
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,020.60
Sub-Department Total:Northwest Impact Fees	\$1,263,283.00	\$0.00	\$1,263,283.00	\$7,469.81	\$56,207.95	\$25,604.51	\$1,181,470.54	6%	\$2,778.94
Department Total:Transportation	\$1,263,283.00	\$0.00	\$1,263,283.00	\$7,469.81	\$56,207.95	\$25,604.51	\$1,181,470.54	6%	\$2,778.94
Fund Totals: Northwest Impact Fees	\$1,263,283.00	\$0.00	\$1,263,283.00	\$7,469.81	\$56,207.95	\$25,604.51	\$1,181,470.54		\$2,778.94
Fund: 554 Southwest Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 554 Southwest Impact Fees									
EXP15 - Contractual Services	\$170,000.00	\$0.00	\$170,000.00	\$4,669.47	\$19,077.49	\$19,206.46	\$131,716.05	23%	\$62,507.84
EXP25 - Capital	\$1,448,938.00	\$0.00	\$1,448,938.00	\$0.00	\$835,276.90	\$0.00	\$613,661.10	58%	\$0.00
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,931.05
Sub-Department Total:Southwest Impact Fees	\$1,618,938.00	\$0.00	\$1,618,938.00	\$4,669.47	\$854,354.39	\$19,206.46	\$745,377.15	54%	\$64,438.89
Department Total:Transportation	\$1,618,938.00	\$0.00	\$1,618,938.00	\$4,669.47	\$854,354.39	\$19,206.46	\$745,377.15	54%	\$64,438.89
Fund Totals: Southwest Impact Fees	\$1,618,938.00	\$0.00	\$1,618,938.00	\$4,669.47	\$854,354.39	\$19,206.46	\$745,377.15		\$64,438.89

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 555 Tri-Cities Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 555 Tri-Cities Impact Fees									
EXP15 - Contractual Services	\$100,000.00	\$0.00	\$100,000.00	\$3,205.86	\$376.39	\$3,205.86	\$96,417.75	4%	\$48,835.19
EXP25 - Capital	\$261,815.00	\$0.00	\$261,815.00	\$0.00	\$610,674.93	\$97,466.07	(\$446,326.00)	270%	\$129,283.07
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11,092.93
Sub-Department Total: Tri-Cities Impact Fees	\$361,815.00	\$0.00	\$361,815.00	\$3,205.86	\$611,051.32	\$100,671.93	(\$349,908.25)	197%	\$189,211.19
Department Total: Transportation	\$361,815.00	\$0.00	\$361,815.00	\$3,205.86	\$611,051.32	\$100,671.93	(\$349,908.25)	197%	\$189,211.19
Fund Totals: Tri-Cities Impact Fees	\$361,815.00	\$0.00	\$361,815.00	\$3,205.86	\$611,051.32	\$100,671.93	(\$349,908.25)		\$189,211.19
Fund: 556 Upper Fox Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 556 Upper Fox Impact Fees									
EXP15 - Contractual Services	\$466,876.00	\$0.00	\$466,876.00	\$8,000.00	\$55,300.00	\$8,000.00	\$403,576.00	14%	\$0.00
EXP25 - Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$20,200.00	\$0.00	(\$20,200.00)	+++	\$0.00
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$35.70
Sub-Department Total: Upper Fox Impact Fees	\$466,876.00	\$0.00	\$466,876.00	\$8,000.00	\$75,500.00	\$8,000.00	\$383,376.00	18%	\$35.70
Department Total: Transportation	\$466,876.00	\$0.00	\$466,876.00	\$8,000.00	\$75,500.00	\$8,000.00	\$383,376.00	18%	\$35.70
Fund Totals: Upper Fox Impact Fees	\$466,876.00	\$0.00	\$466,876.00	\$8,000.00	\$75,500.00	\$8,000.00	\$383,376.00		\$35.70

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 557 West Central Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 557 West Central Impact Fees									
EXP15 - Contractual Services	\$285,000.00	\$0.00	\$285,000.00	\$0.00	\$15,878.33	\$0.00	\$269,121.67	6%	\$0.00
EXP25 - Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXP35 - Contingency and Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$764.02
Sub-Department Total:West Central Impact Fees	\$285,000.00	\$0.00	\$285,000.00	\$0.00	\$15,878.33	\$0.00	\$269,121.67	6%	\$764.02
Department Total:Transportation	\$285,000.00	\$0.00	\$285,000.00	\$0.00	\$15,878.33	\$0.00	\$269,121.67	6%	\$764.02
Fund Totals: West Central Impact Fees	\$285,000.00	\$0.00	\$285,000.00	\$0.00	\$15,878.33	\$0.00	\$269,121.67		\$764.02
Fund: 558 North Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 558 North Impact Fees									
EXP15 - Contractual Services	\$350,000.00	\$0.00	\$350,000.00	\$0.00	\$0.00	\$0.00	\$350,000.00	0%	\$0.00
EXP25 - Capital	\$638,000.00	\$0.00	\$638,000.00	\$0.00	\$0.00	\$0.00	\$638,000.00	0%	\$0.00
EXP35 - Contingency and Other	\$37,000.00	\$0.00	\$37,000.00	\$0.00	\$0.00	\$0.00	\$37,000.00	0%	\$0.00
Sub-Department Total:North Impact Fees	\$1,025,000.00	\$0.00	\$1,025,000.00	\$0.00	\$0.00	\$0.00	\$1,025,000.00	0%	\$0.00
Department Total:Transportation	\$1,025,000.00	\$0.00	\$1,025,000.00	\$0.00	\$0.00	\$0.00	\$1,025,000.00	0%	\$0.00
Fund Totals: North Impact Fees	\$1,025,000.00	\$0.00	\$1,025,000.00	\$0.00	\$0.00	\$0.00	\$1,025,000.00		\$0.00

Transportation Budget Report- 33.3% YTD (30.8% Salaries)

Detail - through 3/31/2009

Prior Fiscal Year Activity Included

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund: 559 Central Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 559 Central Impact Fees									
EXP15 - Contractual Services	\$640,000.00	\$0.00	\$640,000.00	\$0.00	\$0.00	\$0.00	\$640,000.00	0%	\$0.00
EXP25 - Capital	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXP35 - Contingency and Other	\$22,500.00	\$0.00	\$22,500.00	\$0.00	\$0.00	\$0.00	\$22,500.00	0%	\$0.00
Sub-Department Total:Central Impact Fees	\$662,500.00	\$0.00	\$662,500.00	\$0.00	\$0.00	\$0.00	\$662,500.00	0%	\$0.00
Department Total:Transportation	\$662,500.00	\$0.00	\$662,500.00	\$0.00	\$0.00	\$0.00	\$662,500.00	0%	\$0.00
Fund Totals: Central Impact Fees	\$662,500.00	\$0.00	\$662,500.00	\$0.00	\$0.00	\$0.00	\$662,500.00		\$0.00
Fund: 560 South Impact Fees									
Expense									
Department: 520 Transportation									
Sub-Department: 560 South Impact Fees									
EXP15 - Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXP25 - Capital	\$982,750.00	\$0.00	\$982,750.00	\$0.00	\$0.00	\$0.00	\$982,750.00	0%	\$0.00
EXP35 - Contingency and Other	\$47,250.00	\$0.00	\$47,250.00	\$0.00	\$0.00	\$0.00	\$47,250.00	0%	\$0.00
Sub-Department Total:South Impact Fees	\$1,030,000.00	\$0.00	\$1,030,000.00	\$0.00	\$0.00	\$0.00	\$1,030,000.00	0%	\$0.00
Department Total:Transportation	\$1,030,000.00	\$0.00	\$1,030,000.00	\$0.00	\$0.00	\$0.00	\$1,030,000.00	0%	\$0.00
Fund Totals: South Impact Fees	\$1,030,000.00	\$0.00	\$1,030,000.00	\$0.00	\$0.00	\$0.00	\$1,030,000.00		\$0.00
Expenditure Grand Totals:	\$94,956,836.00	\$0.00	\$94,956,836.00	\$1,382,258.16	\$30,394,000.47	\$17,877,350.99	\$46,685,484.54	51%	\$9,104,554.01
Grand Totals:	\$94,956,836.00	\$0.00	\$94,956,836.00	\$1,382,258.16	\$30,394,000.47	\$17,877,350.99	\$46,685,484.54		\$9,104,554.01



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 4C

Date:

April 27, 2009

Item:

Resolution: Approval of Assignment of Contractual Rights and Obligations of Robert H. Anderson and Associates Inc. and Christopher B. Burke Engineering West LTD. to Wills Burke Kelsey Associates, Ltd.

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

As referenced in the attached letter the firm of Christopher B. Burke, Engineering West, Limited (CBBEWL) recently changed its name to Wills Burke Kelsey Associates, Ltd. (WBK) and acquired the firm of Robert H. Anderson and Associates, Inc. (RHAA).

Due to these changes an Assignment Agreement is needed to re-assign open contracts from CBBEWL and RHAA to WBK. The following table summarizes the contracts that require re-assignment:

Assignor	Assignee	County Project	County Section Number
CBBEWL	WBK	Stearns AMP E3 Engineering	08-00214-21-LS
CBBEWL	WBK	Big Timber Rd. over Tyler Creek, Maintenance & Monitoring	98-00226-00-BR
RHAA	WBK	Jericho Rd. over Blackberry Creek, E1 Engineering	04-00329-00-BR
RHAA	WBK	Keslinger Rd. over Welch Creek, E2 Engineering	01-00267-00-BR

This re-assignment does not modify terms of the original engineering agreements with CBBELW or RHAA previously approved by the County Board but is necessary to allow payment to WBK to proceed.

List Attachments: Resolution, Letter from WBK Associates, Ltd., Assignment Agreements

Detailed information available from / at: Tom Rickert, Deputy Director of Transportation, (630) 406-7305

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVAL OF ASSIGNMENT OF CONTRACTUAL RIGHTS AND OBLIGATIONS OF
ROBERT H. ANDERSON AND ASSOCIATES INC, AND CHRISTOPHER B. BURKE
ENGINEERING WEST LTD. TO WILLS BURKE KELSEY ASSOCIATES LTD.**

WHEREAS, the County of Kane has entered into various highway consulting engineering and services contracts with the following entities: Robert H. Anderson and Associates Inc. (hereinafter "RHAA") and Christopher B. Burke Engineering West Ltd. (hereinafter "CBBEWL"); and

WHEREAS, pursuant to said contracts the RHAA and CBBEWL are authorized, only with the permission of the County of Kane, to assign their interests in said contracts; and

WHEREAS, CBBEWL has changed its name to Wills Burke Kelsey Associates Ltd. (hereinafter "WBK") and WBK has acquired ownership of RHAA and has consolidated the business operations thereof with WBK; and

WHEREAS, RHAA desires to assign the following contracts to WBK: (i) Jericho Rd. over Blackberry Creek – Phase I Engineering, Section No. 04-11329-00-BR, and (ii) Keslinger Road over Welch Creek – Phase II Engineering, Section No. 01-00267-00-BR; and

WHEREAS, CBBEWL desires to assign the following contracts to WBK: (i) Stearns Road AMP Construction Engineering, Section No. 08-00214-21-LS, and (ii) Big Timber Road Tyler Creek Maintenance and Monitoring, Section No. 98-00226-00-BR; and

WHEREAS, WBK desires to accept the aforesaid assignments; and

WHEREAS, the Kane County Engineer believes WBK to be of the expertise, experience and manpower to successfully complete the aforesaid contracts.

Now Therefore, Be It Resolved by the Kane County Board that the assignment of the contracts as described hereinabove as Section No. 04-11329-00-BR, Section No. 01-00267-00-BR, Section No. 08-00214-21-LS and Section No. 98-00226-00-BR to Wills Burke Kelsey Associates Ltd. are hereby approved and the Chairman of the Kane County Board is hereby authorized and directed to execute any approvals of assignment therefor.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

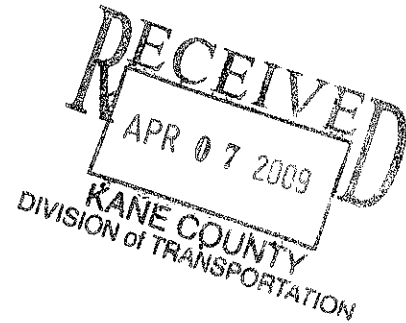


116 West Main Street, Suite 201
St. Charles, Illinois 60174
Phone: 630.443.7755
Fax: 630.443.0533
www.wbkengineering.com

WILLS BURKE KELSEY ASSOCIATES

April 1, 2009

Mr. Manny Gomez, P.E.
Kane County Division of Transportation
41W011 Burlington Road
Campton Hills, IL 60175



Re: Name Change and FEIN for Wills Burke Kelsey Associates, Ltd.

Dear Manny:

On March 9, 2009, Christopher B. Burke Engineering West Limited changed its name to Wills Burke Kelsey Associates, Ltd. and acquired Robert H. Anderson and Associates, Inc. As part of this merger, Christopher Burke West had its name changed to Wills Burke Kelsey Associates, Limited, and its FEIN remains the same. The corporate names and FEIN of each company is listed below:

Wills Burke Kelsey Associates, Limited: FEIN# 36-4251536

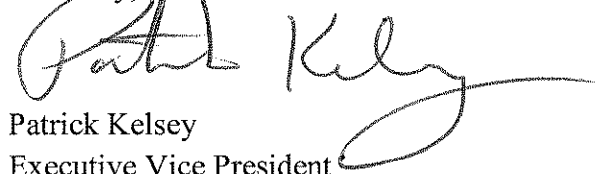
Christopher B. Burke Engineering, West: FEIN# 36-4251536

Robert H. Anderson and Associates: FEIN# 26-2505848

Though Robert H. Anderson and Associates was acquired by Wills Burke Kelsey, it remains as an existing business entity until the end of 2009. Any invoices processed under the Robert H. Anderson and Associates name can be paid to Robert H. Anderson and Associates per the existing contracts.

I have forwarded to you under separate cover a copy of the IDOT Contract General Assignment Form for your review. We can convert this to a KDOT form at your request. Should you need any additional information, please contact me at your earliest convenience.

Sincerely,



Patrick Kelsey
Executive Vice President

Enclosure



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 5A

Date:

April 27, 2009

Item:

Maintenance Report

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Maintenance Activities

- Transitioning to summer activities and preparing equipment
- Miscellaneous roadway repair
- Culvert repair and replacement
- ROW mowing will begin the first week of June

List Attachments: None

Detailed information available from / at: Bill Edwards, Maintenance Superintendent, (630)584-1172

Staff Comments / Recommendations: For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 5B

Date:

April 27, 2009

Item:

Resolution: Purchase of Asphalt Emulsion Product, Kane County Division of Transportation

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source: N/A

Appropriation: \$29,900

Summary:

Central Services publicly bid emulsion for roadway pothole patching for the Kane County Division of Transportation. Low bidder was Prime Tack and Seal with a cost of \$2.99 per gal from May 12, 2009 through October 31, 2009. The Division anticipates using approximately ten thousand gallons.

List Attachments: Resolution, Bid Tab

Detailed information available from / at: Bill Edwards, Maintenance Superintendent, (630) 584-1172

Staff Comments / Recommendations: Staff requests Committee approval of the attached resolution approving the low bidder for UPM patching mix.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**PURCHASE OF ASPHALT EMULSION PRODUCT
KANE COUNTY DIVISION OF TRANSPORTATION**

WHEREAS, bids have been solicited and received by the Kane County Purchasing Department for Asphalt Emulsion Product for the Kane County Division of Transportation; and

WHEREAS, it is estimated that the Kane County Division of Transportation (KDOT) will use approximately ten thousand (10,000) gallons of Asphalt Emulsion Product from May 12, 2009 through October 31, 2009; and

WHEREAS, the low bid for the Asphalt Emulsion Product was \$2.99 per gallon from Prime, Tack & Seal Company, 2735 Norton Creek Drive, West Chicago, Illinois 60185-6411.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bid of \$2.99 per gallon for said Asphalt Emulsion Product from Prime, Tack & Seal Company, of West Chicago, Illinois be accepted.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of Twenty Nine Thousand Nine Hundred Dollars (\$29,900.00) from County Highway Fund #300 Line Item #60420 (Road Material) to pay for said Asphalt Emulsion Product.

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?
300.520.520.60420	Road Material	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5ASPHLTEMLSN.4LH

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

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



April 2, 2009

PROCUREMENT SYNOPSIS

Requesting Department: KDOT
Procurement Name: 09-019 Asphalt Emulsion
Recommended Vendor: Prime, Tack & Seal Co.
Amount of Award: \$23,920 - \$35,880

NOTIFICATION AND RESPONSE

Public Notices:

- County of Kane's Web site
- The Courier News

Advertising Date:	March 19, 2009	Notices sent: 2
Bid Due Date:	April 2, 2009	Bids Received: 1

PURPOSE

This contract will provide the Kane County Department of Transportation with its annual supply of asphalt emulsion product at the lowest competitive bid price.

BID TABULATION

Vendor	Unit Cost	Extended Cost	Extended Cost	Extended Cost
	Per Gallon	8,000 Gals.	10,000 Gals,	12,000 Gals.
Prime, Tack & Seal Co.	\$2.99	\$23,920.00	\$29,900.00	\$35,880.00

Staff recommends Prime, Tack & Seal co. for this contract, pending KDOT approval.

Submitted By:

Christopher Rossman, CPPB, CPPO, C.P.M.
Director of Purchasing

Original

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

CHRISTOPHER ROSSMAN
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 09-019 Asphalt Emulsion Product

DATE: March 18, 2009

The County of Kane is seeking an experienced and authorized Vendor to supply the Kane County Department of Transportation with its annual supply of asphalt emulsion product.

GENERAL REQUIREMENTS: Signed Bid Response Form
References
Submit one original bid and two copies

SUBMISSION LOCATION: County of Kane
Kane County Government Center
Purchasing Department, Building (A)
719 S. Batavia Avenue
Geneva, Illinois 60134

SUBMISSION DATE & TIME: **2:00 P.M., Thursday, April 2, 2009**
Bids received after the submittal time will be rejected
and returned unopened to the sender.

CONTACT PERSONS: Jim Hansen
Assistant Purchasing Director
hansenjim@co.kane.il.us
Purchasing Department
719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 444-1071 Fax: (630) 208-5107

**KANE COUNTY
BID RESPONSE FORM
For
BID 09-019 Asphalt Emulsion**

Bid Due Date & Time: 2:00 P.M., Thursday, April 2, 2009

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
719 S. Batavia Ave.
Geneva, IL 60134

From: Organization: Prime, Tack & Seal Co.

In compliance with your Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this Bid is accepted, to provide the product, and services as specified for amount indicated.

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, No. _____, No. _____,

BID PRICES:

Description	Estimated Use	Unit Cost per Gallon	Extended Cost
HFE 90 Product	10,000 Gallons	\$ 2.99 per gallon	\$29,900.00

Testing Cost per Sample: \$ _____

Plant Location(s): 2735 Norton Creek Drive
West Chicago, IL 60185

OPTIONAL INTERGOVERNMENTAL PRICING:

This OPTIONAL PARTICIPATION PROGRAM would be for used by ANY GOVERNMENTAL AGENCY within Kane County who should chose to be a part of this program wherever their location.

Will you offer the same pricing to other Kane County municipalities?

YES

NO

(Circle One)

PROMT PAYMENT DISCOUNT:

Prompt payment discount term: 1 % 10 days.

Vendor has the ability and is willing to accept a MasterCard or Visa credit card for purchases made on this contract, in lieu of a purchase order?

YES

☒ NO

(Circle One)

ADDITIONAL COMMENTS:

Please call our office prior to sending truck to pick-up
material.

Certificate of Insurance-Item E-We currently do not have that
coverage and ask that requirement be waived.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature  Typed Signature Janice Vollmer

Company Prime, Tack & Seal Co. President

Address 2735 Norton Creek Drive, West Chicago, IL 60185-6411

Phone # 630-443-1700 Fax # 630-443-1745

Federal I.D./Social Security # 36-3010676 Date 4/1/09

INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY**

This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.

2. **BID OPENING**

Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.

3. **BID PREPARATION**

Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

4. **BID ENVELOPES**

Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.

5. **ERRORS IN BIDS**

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

6. **RESERVED RIGHTS**

The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

7. **INCURRED COSTS**

The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.

8. **AWARD**

It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PRICING**

The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS**

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

11. **TAXES**

Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.

12. **SPECIFICATIONS**

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.

13. **SAMPLES**

Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

15. **VARIANCES**

State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

16. **INDEMNIFICATION**

The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

17. **DEFAULT**

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.

18. **INSPECTION**

Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

19. **WARRANTY**

Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

20. **REGULATORY COMPLIANCE**

Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

21. **EQUAL EMPLOYMENT OPPORTUNITY**

(Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05)
State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

22. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

23. **ROYALTIES AND PATENTS**

Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

24. **LAW GOVERNING**

This contract shall be governed by and construed according to the laws of the State of Illinois.

25. **ELIGIBILITY**

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

26. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing: The Contractor and all subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holders and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

- a) Commercial General Liability insurance including Products/ Completed Operations, Owners and Contractors Protective Liability and Broad Form Contractual Liability with the exclusion pertaining to explosion, collapse and underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
or - Combined Single Limit	\$1,000,000

- b) Business Automotive Liability Insurance including owned, hired and non-owned automobiles with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
or - Combined Single Limit	\$1,000,000

- c) Statutory Worker's Compensation Insurance, including occupational disease with Employer's Liability limit not less than the following:

Employers Liability:

Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease Each Employee	\$1,000,000

- d) Umbrella Liability

Excess Limits	\$2,000,000
---------------	-------------

- e) Pollution Liability (Asbestos Liability) Coverage, the Vendor shall provide the owner with a pollution liability policy, including asbestos liability, to protect the owner from claims which may arise as a result of sudden and accidental discharge of pollution, including but not limited to personal injury and property damage claims, in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate and One Million Dollars (\$1,000,000.00) in any occurrence. Umbrella Liability includes pollution for asbestos in the of Four Million Dollars (\$4,000,000.00) in aggregate.

Contractor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability policy; or provide separate coverage, in the amounts enumerated above, with an Owner's Protective policy.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

27. EQUAL EMPLOYMENT OPPORTUNITY

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

REFERENCES
09-019 Asphalt Emulsion
KANE COUNTY, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable product/services within the last three years:

Offeror's Name: Prime, Tack & Seal Co.

1. Organization: Cuba Township Road District
Address: 28000 W. Cuba Road
City, State, Zip Code: Barrington, IL 60010
Telephone Number: 847-381-7793
Contact Person: Tom Gooch, Hwy. Commissioner
Date of Project: 5/08 - 6/08

2. Organization: City of Elgin
Address: 150 Dexter Court
City, State, Zip Code: Elgin, IL 60120
Telephone Number: 847-697-3160
Contact Person: Charles Blalark, Supt. of Streets
Date of Project: 5/08 - 9/08

3. Organization: Illinois Dept. of Transportation
Address: 38W027 Route 38
City, State, Zip Code: St. Charles, IL 60175
Telephone Number: 630-584-4360
Contact Person: John
Date of Project: 5/08 - 11/08

4. Organization: Performance Paving
Address: 520 Bonner Road
City, State, Zip Code: Wauconda, IL 60007
Telephone Number: 847-526-8368
Contact Person: Larry / Kevin Kennebeck
Date of Project: 8/08

STATEMENT OF WORK
For
09-019 Asphalt Emulsion

OVERVIEW:

The County of Kane is seeking an experienced and authorized Vendor to supply the Kane County Department of Transportation with its annual supply of asphalt emulsion product.

INTENT OF SPECIFICATIONS:

It is the intent and purpose of these specifications that all labor, transportation, equipment and materials necessary be provided for completion of all work by the Vendor per the signed agreement. The delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of sale.

Kane County reserves the right to reject any or all bids, to waive all technicalities, and award any or all of quantity required.

SPECIFICATIONS:

The Vendor shall supply HFE-90 that meets or exceeds the Illinois Department of Transportation Specifications.

TEST	HFE-90
Viscosity, Saybolt Furol @ 122 EF, seconds	50+
Sieve Test, Retained on 0.35 inch, Sieve %	0.1
Settlement, 5 Days %	5-
Storage Stability Test, 1 Day	1
Demulsibility, 35ml 0.02 N, Cacl, %	30+
Residue from Distillation Test to 500 EF	65+
Oil Distillate by Volume of Emulsion, %	3
Penetration @ 77 EF, 100g, 5 sec., 0.1mm	90-150
Coating Test, 3 Minutes	Coated Thoroughly
Float Test at 140 EF, Seconds	1200+

PRODUCT:

The product shall be available starting on the date of award thru October 31, 2009.

Vendor shall sample and test each load of product as and when directed by Kane County and shall also supply the test results from a qualified testing laboratory. Test results shall be accompanied by a certified statement showing the product meets or exceeds the County's specifications and must also include a Chain of Custody statement. Costs of testing shall be included as a separate line item on an invoice. Test results shall be submitted before or with the sales invoices. The testing line item shall be cost per sample. Any and all samples or tests are at the County's will. Product not meeting specifications may be rejected and Vendor will be responsible for removing the product. The Vendor shall not invoice the County for rejected product.

DELIVERY/PICK-UP:

Kane County will pick up the product at the Vendors distribution site with a maximum of 250 gallons per pick up. The Vendor shall have product available within 2 (two) hours of notification from a Kane County representative for same day pick up. The Vendor shall have the capabilities to load and unload the product specified in the case of unsuitable product quality.

Vendors shall have a distribution facility within 20 miles of the Kane County Highway Garage located at: **Kane County Department of Transportation**
41W011 Burlington Road
St. Charles, IL 60175

BID RESPONSES:

Complete and detailed specifications of the proposed product shall accompany the bid response. Any response not containing complete and detailed specifications could be subject to rejection.

Price per item must be all inclusive. No additional cost will be paid by the county, which includes but is not limited to administrative charges, fuel charges, freight or handling charges and any other costs associated with providing the product excluding sample testing.

ESTIMATED USE QUANTITIES:

The estimated usage by Kane County will be from 8000 to 12,000 gallons annually. The quantities listed above are for informational purposes only; the County does not and will not guarantee purchase quantities.

SPECIAL CONDITIONS:

Response Instructions:

An original bid response, marked as "original" and one (2) copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "09-019 Asphalt Emulsion". Your Bid may be mailed or hand delivered as follows:

County of Kane
Purchasing Department, Building (A)
719 South Batavia Avenue.
Geneva, IL 60134

The County shall not be responsible for late delivery of your Bid by a third party courier. There will be no exceptions!

AWARD

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest bid pricing. The County reserves the right to award this contract to multiple Vendors depending on plant location.

EMERGENCY SITUATIONS- NATURAL DISASTERS:

The awarded Vendor shall be able to provide the name of a contact person and phone number which will afford Kane County access twenty-four (24) hours per day, 365 days per year, for service or products needed, in the event of a natural disaster or in emergency situations.

OPTIONAL INTERGOVERNMENTAL PRICING:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY GOVERNMENTAL TAXING BODY in Kane County who should chose to be a part of this program wherever their location.

NOTE: The County of Kane will not be involved in purchasing by any other intergovernmental unit (taxing body). The invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

**ALL QUESTIONS PERTAINING TO THIS REQUEST FOR PROPOSAL MUST BE SUBMITTED
IN WRITING TO THE PURCHASING DEPARTMENT NO LATER THAN 2:00 PM. FRIDAY,
MARCH 27, 2009 FAX AND E-MAILED ACCEPTED. FAX to (630) 208-5107 or
E-MAIL hansenjim@co.kane.il.us**



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item #5C

Date:

April 27, 2009

Item:

Resolution: Non-OEM Auto Parts and Supplies, Kane County Division of Transportation, Kane County Sheriff's Department

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source: N/A

Appropriation: \$75,000 – KDOT
\$55,000 – Sheriff
\$130,000 Total

Summary:

Central Services publicly bid fleet parts for the Kane County Division of Transportation and the Kane County Sheriff's Department. This contract will provide the Transportation Division and the Sheriff's Office with Non-OEM automotive replacement parts and supplies.

The amount of the award is based on an accumulation of twelve (12) months of purchasing records for the County. The bid total below represents a selection of commonly purchased repair and maintenance items (i.e. brakes, steering, filters, lubricants, engine parts).

Recommended Vendor	Awarded Products
South Elgin NAPA, South Elgin	Main Bid, Hydraulic Hose Supplies, Chemicals, Paint, Starters & Alternators
Feece Oil, Batavia	Lubricants
Pomp's Tire, Elgin	Tires
Battery Service Corp., Bensenville	Batteries and Electrical Supplies
Priority Products, St. Charles	Nuts, Bolts and Hardware

List Attachments: Resolution, Bid Tab

Detailed information available from / at: Bill Edwards, Maintenance Superintendent, (630) 584-1172

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**NON-OEM AUTO PARTS AND SUPPLIES
KANE COUNTY DIVISION OF TRANSPORTATION
KANE COUNTY SHERIFF'S DEPARTMENT**

WHEREAS, bids were solicited and received for the purchase of non-OEM Auto Parts for Fiscal Year 2009 by Kane County Purchasing; and

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

- South Elgin Napa
- Feece Oil of Batavia, IL
- Pomp's Tire of Elgin, IL
- Battery Service Corporation of Bensenville, IL
- Priority Products of St. Charles, IL

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bids from vendors mentioned above be accepted and approved for a total sum not to exceed One Hundred Thirty Thousand Dollars (\$130,000) of which Seventy Five Thousand (\$75,000) is for Kane County Division of Transportation and Fifty Five Thousand (\$55,000) is for the Kane County Sheriff's Department. Funding to be paid from line items listed below.

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?
300.520.520.60330 300.520.520.60360 300.520.520.52230 001.380.380.52230	Vehicle Supplies Equipment Supplies Repairs & Maint. - Vehicles	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5AUTOPRTS.4LH

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

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



April 15, 2009

PROCUREMENT SYNOPSIS

Requesting Department: KDOT/Sheriff's Office
Procurement Name: 09-016 Non-OEM Auto Parts
Recommended Vendor: Various
Amount of Award: \$130,000.00

NOTIFICATION AND RESPONSE

Public Notices:

- County of Kane's Web site
- The Courier News

Advertising Date:	March 5, 2009	Notices sent: 21
Bid Due Date:	March 19, 2009	Bids Received: 15

PURPOSE

This contract will provide the Transportation Division and the Sheriff's Office with Non-OEM automotive replacement parts and supplies.

The amount of the award is based on an accumulation of twelve (12) months of purchasing records for the County. The bid total below represents a selection of commonly purchased repair and maintenance items (i.e. brakes, steering, filters, lubricants, engine parts,).

RECOMMENDED VENDORS

Recommended Vendor	Awarded Products	Bid Totals
South Elgin NAPA, South Elgin	Main Bid, Hydraulic Hose Supplies, Chemicals, Paint, Starters & Alternators	\$36,091.80
Feece Oil, Batavia	Lubricants	\$17,248.40
Pomp's Tire, Elgin	Tires	\$14,505.30
Battery Service Corp., Bensenville	Batteries and Electrical Supplies	\$5329.73
Priority Products, St. Charles	Nuts, Bolts and Hardware	\$359.51

BID TABULATION

See Attachment A

Staff recommends several Vendors for this contract, for an amount of \$130,000.00 for one (1) year.

Submitted By:

Christopher Rossman, CPPB, CPPO, C.P.M.
Director of Purchasing

Attachment A

Main Bid Prices									
Filters, Lamps, Brakes, Steering, Wiper Blades, Clamps	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Alt. #5	Alt. #6	Alt. #7	Alt. #8	Alt. #9
Advanced Auto Parts	\$ 22,596.85	\$ 30,489.39	\$ 5,959.70				\$ 639.75		
	Did Not Meet Spec1						Incomplete2		
Hampshire NAPA	\$ 31,615.66		\$ 6,610.00	\$ 2,865.40			\$ 1,252.24	\$ 2,958.58	\$ 5,245.90
Elburn NAPA	\$ 29,589.36	\$ 28,864.37	\$ 5,053.32	\$ 3,584.94	\$ 761.18	\$ 964.50	\$ 1,096.03	\$ 2,578.95	\$ 5,038.27
South Elgin NAPA	\$ 25,691.74	\$ 15,820.02	\$ 5,074.15	\$ 2,537.45	\$ 649.76	\$ 543.02	\$ 1,029.53	\$ 2,286.21	\$ 4,546.87
		Did Not Meet Spec3							
Hi-Line				\$ 5,843.50	\$ 854.56	\$ 665.91	\$ 1,435.95		\$ 4,682.24
Controlled Thermal									
Priority Products				\$ 2,598.04		\$ 359.51	\$ 1,079.24		
S&S Automotive					\$ 573.90	\$ 433.40			
Feece Oil	\$ 17,248.40								
Pomp's Tire		\$ 14,505.30							
Wingfoot Tire		\$ 15,951.70							
C'ville Firestone		\$ 14,691.60							
Metro North Tire		\$ 19,000.00							
Battery Service Corp.			\$ 4,788.77		\$ 540.96				
P & G Electrical									
1. Advance Auto did not meet the bid specifications by not quoting first line quality in Brakes as required in specifications.									
2. Advance Auto submitted an incomplete Chemical Bid on Alt. #7									
3. South Elgin NAPA did not meet the bid specification by not being able to hold Lube prices for contract period.									



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 5D

Date:

April 27, 2009

Item:

Adopt-A-Highway Approval

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

The following attached request has been received for Kane County's Adopt-A-Highway Program:

1. Cornerstone Church Youth Group – Plato Road from Burlington Road to IL 47
2. Rizza Family – Huntley Road from Miller Road to Sleepy Hollow Road

List Attachments: Application

Detailed information available from / at: Bill Edwards, Maintenance Superintendent, (630)584-1172

Staff Comments / Recommendations: Staff has reviewed the application and recommends the Transportation Committee authorize the County Engineer to execute the agreement with Cornerstone Church Youth Group.



Kane County Adopt-A-Highway Application

GROUP OR ORGANIZATION

Group Name: Cornerstone Church Youth Group

Group Leader: Paul Meyers

Street Address: 41W170 Russell Rd

City: Elgin

State: IL Zip Code: 60124

Phone Number: 847-464-4673 Example: (###) ###-####

Email Address: paulmeyers@umc-cornerstone.org

OFFICE USE ONLY

Date Recv'd _____

Appl. # _____

Comments _____

TYPE OF GROUP

- ☐ Civic
- ☐ Not for Profit
- ☒ Private Enterprise/
Commercial

GROUP PARTICIPANTS

- 20 Approximate number of participants for litter pick-up
- 2 Number of adult supervisors if participants are between 10 and 18 years old

NAME/ACRONYM FOR ADOPT-A-HIGHWAY SIGN

No logos or slogans will be allowed. Limit of 20 characters per line and limit of 2 lines; leave space between words.

Cornerstone Church

Youth Group

FIRST CHOICE-SECTION OF COUNTY HIGHWAY TO ADOPTED

County Highway Name Plato Rd

FROM: (Road Name) Burlington Rd

TO: (Road Name) IL Rt 47

☐ Click here if the Group/Organization has a financial interest in property fronting along this section of County Highway.

SECOND CHOICE-SECTION OF COUNTY HIGHWAY TO BE ADOPTED

County Highway Name Plato Rd

FROM: (Road Name) Burlington Rd

TO: (Road Name) IL Rt 47

- ☐ Click here if the Group/Organization has a financial interest in property fronting along this section of County Highway.
- ☐ Click here if the Group/Organization would consider adopting another section of County Highway if the first and second choices are not available. If yes, the section of the County Highway to be adopted will be determined by the Kane County Division of Transportation.

- ☒ I hereby certify that the above information is correct and my Group/Organization agrees to conform to the requirements of the Kane County Adopt-A-Highway Ordinance. I understand the contract signed between Kane County and my Group/Organization will be valid for a two year period.

Please sign and date below if not sending by email:

Signature of Group Coordinator

Date



Kane County Adopt-A-Highway Application

GROUP OR ORGANIZATION

Group Name: RIZZA FAMILY

Group Leader: PATTI RIZZA

Street Address: 36 W 388 HUNTLEY ROAD

City: WEST DUNDEE

State: ILLINOIS Zip Code: 60118

Phone Number: (847) 428-7291 Example: (###) ###-####

Email Address: ALWAYSINPLACE2@AOL.COM

TYPE OF GROUP

- ☐ Civic
- ☒ Not for Profit
- ☐ Private Enterprise/
Commercial

OFFICE USE ONLY

Date Rec'd _____

Appl. # _____

Comments _____

GROUP PARTICIPANTS

- 6 Approximate number of participants for litter pick-up
- 2 Number of adult supervisors if participants are between 10 and 18 years old

NAME/ACRONYM FOR ADOPT-A-HIGHWAY SIGN

No logos or slogans will be allowed. Limit of 20 characters per line and limit of 2 lines; leave space between words.

IN MEMORY OF

GENE & MAUREEN RIZZA

FIRST CHOICE-SECTION OF COUNTY HIGHWAY TO ADOPTED

County Highway Name: HUNTLEY ROAD

FROM: (Road Name) MILLER ROAD

TO: (Road Name) SLEEPY HOLLOW ROAD

☒ Click here if the Group/Organization has a financial interest in property fronting along this section of County Highway.

SECOND CHOICE-SECTION OF COUNTY HIGHWAY TO BE ADOPTED

County Highway Name: _____

FROM: (Road Name) _____

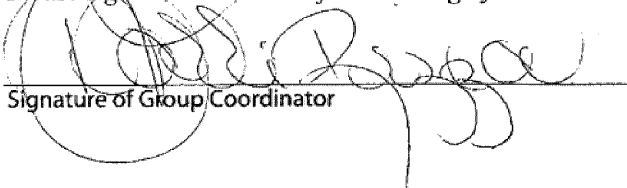
TO: (Road Name) _____

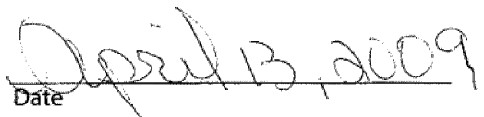
☒ Click here if the Group/Organization has a financial interest in property fronting along this section of County Highway.

☐ Click here if the Group/Organization would consider adopting another section of County Highway if the first and second choices are not available. If yes, the section of the County Highway to be adopted will be determined by the Kane County Division of Transportation.

☒ I hereby certify that the above information is correct and my Group/Organization agrees to conform to the requirements of the Kane County Adopt-A-Highway Ordinance. I understand the contract signed between Kane County and my Group/Organization will be valid for a two year period.

Please sign and date below if not sending by email:


Signature of Group Coordinator


Date



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 6A

Date:

April 27, 2009

Item:

Planning & Programming Report

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Transportation Component of the Long Range Plan: Primarily funded with UWP funds. Staff recently completed consultant interviews with the short-listed firms and anticipate bringing a contract for review/approval at next month's meeting.

Transit Component of the Long Range Plan: Primarily funded with RTA Subregional Planning Program funds. Staff is coordinating with the RTA to finalize the proposed scope of work and anticipate advertising for these services in the near future.

IL 47 Corridor Planning Study: Primarily funded with ITEP funds. The goal of this study is to work with our municipal partners to provide a vision for IL 47 as a corridor of the future that provides for a healthy population and economy through the provision of sustainable land uses; a safe, complete/multi-modal street design; and the implementation of smart growth principles. An Agency Stakeholder Workshop was held on April 6th.

Longmeadow Parkway: A public hearing for Longmeadow Parkway was held on March 26th at the Randall Oaks Golf Course in West Dundee. The purpose of the hearing was to obtain public comment regarding potential environmental issues as a result of operating a toll facility located on the corridor. The public comment period ended on April 17th. The Technical Memorandum, along with the public comments, will be presented to the Federal Highway Administration in the future for their consideration.

2009 Bike/Highway Map: The updated 2009 Bike/Highway Map has been drafted and is under review by staff before being sent to the printers in the near future.

FY10 THUD Funding: PACE is pursuing a grant from Federal Transportation, Housing, and Urban Development funding for a Randall Road Transit Infrastructure Project, estimated at \$1.2M. Should funding become available, Pace is proposing to provide bus signal prioritization, bus stop shelters and pedestrian access improvements along the Randall Road Pace Bus Route 529 between Elgin and Aurora.

Impact Fees: The attached monthly report show total fees collected as of March 31, 2009.

List Attachments: Impact Fee Monthly Report

Detailed information available from / at: Steve Coffinbargar, Chief of Planning & Programming, (630) 406-7170

Staff Comments / Recommendations: For information only.

ROADWAY IMPACT FEE COLLECTIONS BY FISCAL YEAR* as of March 31, 2009

Service Area	FY04	FY05	FY06	FY07	FY08	FY09	TOTAL
Aurora Area	\$261,925.98	\$300,592.56	\$718,913.31	\$478,080.47	\$256,911.24	\$2,919.39	\$2,019,342.95
Campton Hills	\$272,437.27	\$688,163.10	\$546,802.47	\$439,982.39	\$134,868.41	\$10,680.00	\$2,092,933.64
Greater Elgin	\$358,840.40	\$964,601.20	\$1,235,871.43	\$808,002.53	\$766,560.27	\$26,710.21	\$4,160,586.04
Northwest	\$119,995.42	\$338,821.27	\$562,387.09	\$275,978.04	\$95,606.84	\$5,092.00	\$1,397,880.66
Southwest	\$253,934.24	\$502,460.39	\$483,849.59	\$221,680.64	\$129,001.53	\$2,895.00	\$1,593,821.39
Tri-Cities	\$435,020.02	\$1,579,205.20	\$1,467,232.28	\$1,483,214.49	\$384,381.54	\$85,032.81	\$5,434,086.34
Upper Fox	\$378,268.28	\$491,892.18	\$276,569.20	\$395,220.61	\$216,563.73	\$12,567.89	\$1,771,081.89
West Central	\$51,970.10	\$70,097.57	\$103,211.05	\$45,757.33	\$21,862.81	\$2,400.64	\$295,299.50
North					\$283,924.07	\$224,424.80	\$283,924.07
Central					\$39,086.16	\$42,170.00	\$39,086.16
South					\$143,148.54		\$143,148.54
Grand Total	\$2,132,391.71	\$4,935,833.47	\$5,394,836.42	\$4,147,916.50	\$2,471,915.14	\$414,892.74	\$19,497,785.98

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



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 6B

Date:

April 27, 2009

Item:

I-90 at IL47 Update by Village of Huntley

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

The Village of Huntley has initiated the start-up engineering for the proposed I-90 at IL 47 improvement project to make this a full interchange. Drainage studies are underway, surveying is ongoing, and the final geometrics are nearly complete. The Village anticipates the start-up engineering to be complete spring 2009.

Representatives from the Village of Huntley are here today to provide the Committee with an update on the proposed improvement.

List Attachments: N/A

Detailed information available from / at: Steve Coffinbargar, Chief of Planning & Programming, (630) 406-7170

Staff Comments / Recommendations: For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 6C

Date:

April 27, 2009

Item:

Resolution: Approving an Agreement for Regional Planning Liaison Services

Presenter / Sponsor:

Tom Rickert

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

The Kane/Kendall Council of Mayors receives federal transportation planning funds to perform various planning and programming activities for Kane County and Kendall County. The State of Illinois directs these funds to the Kane County Division of Transportation in order that the County may continue to provide transportation planning staff to the Kane/Kendall Council of Mayors for regional coordination and planning activities.

An agreement will be executed with the Chicago Metropolitan Agency for Planning for the FY2010 Planning Liaison Scope of Services. It is anticipated that the County will receive \$142,343.36 in federal funding, with a local match of \$72,965.16, for a total contract amount of \$215,308.52 in FY2010 as shown below.

FY2010 – 80/20 Match Portion (July 1, 2009 - June 30, 2010)

Federal Metropolitan Planning Funds	(80%)	\$92,504.27
Planning Agency (Local Match)	(20%)	\$23,126.07
Total	(100%)	\$115,630.34

FY2010 – 50/50 Match Portion (July 1, 2009 - June 30, 2010)

Federal Metropolitan Planning Funds	(50%)	\$49,839.09
Planning Agency (Local Match)	(50%)	\$49,839.09
Total	(100%)	\$99,678.18

List Attachments: FY2010 Planning Liaison Scope of Services

Detailed information available from / at: Steve Coffinbargar, Chief of Planning & Programming, (630) 406-7170

Staff Comments / Recommendations: Staff recommends Committee approval authorizing the County Board Chairman to execute an Agreement for FY2010 Regional Planning Liaison Services.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-_____

**APPROVING AN AGREEMENT
FOR REGIONAL PLANNING LIAISON SERVICES**

WHEREAS, the Council of Mayors program of the Chicago Metropolitan Agency for Planning was established to provide a forum for early public involvement and partnerships in transportation planning efforts and projects developed for northeastern Illinois; and,

WHEREAS, the Kane/Kendall Council of Mayors (the Council of Mayors) are duly elected local officials as defined in the Federal Highway Acts of 1970, 1973, and 1976, the Surface Transportation Assistance Acts of 1978, 1982, 1987, the Intermodal Surface Transportation Efficiency Act of 1991, the Transportation Equity Act for the 21st Century, the Safe, Accountable, Flexible, and Efficient Transportation Equity Act and the Council of Mayors represent thirty-six (36) municipalities in Kane and Kendall Counties; and,

WHEREAS, the Council of Mayors receives Federal Transportation funds which it utilizes to retain professional staff assistance from the County of Kane in order to provide effective planning liaison with various regional planning and transportation agencies, to supply professional technical assistance to local units of government in order to develop and administer a Surface Transportation Program of over four million dollars, and to perform transportation planning activities for the region; and,

WHEREAS, the Council of Mayors desires to continue to receive professional staff assistance from the County of Kane and requests that the County of Kane by and through the Kane County Division of Transportation continue to employ transportation planning professionals to provide said assistance; and,

WHEREAS, it is deemed to be in the best interests of the residents of Kane County that the County of Kane enter into an agreement for regional planning liaison services with the Chicago Metropolitan Agency for Planning.

NOW, THEREFORE BE IT RESOLVED, that the Chairman of the Kane County Board is hereby authorized to execute an agreement with the Chicago Metropolitan Agency for Planning for regional planning liaison services.

Passed by the Kane County Board on May 12, 2009.

John A. Cunningham
County Clerk
Kane County, Illinois

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes

No

Voice

Abstentions

5PLAGR.4TR



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800, Sears Tower
Chicago, IL 60606

voice 312-454-0400
fax 312-454-0411
www.cmap.illinois.gov

Contract # _____

Grant Agreement

between

Chicago Metropolitan Agency for Planning

And

**The County of Kane
411W011 Burlington Road, St. Charles, IL 60175**

FEIN/TIN _____
Telephone # _____
Fax # _____

THIS AGREEMENT, entered into as of the 1st day of July, 2009, by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and Kane/Kendall Council of Mayors, herein called GRANTEE.

Part A	Scope of Work/Responsibilities
Part B	Compensation/Term of Agreement
Part C	General Conditions of Approval
Part D	Federal Conditions of Approval

Part A. Scope of Work/Responsibilities

FY 2010 Planning Liaison Scope of Services Approved by the Council of Mayors Executive Committee on 03/03/2009

The Planning Liaison (PL) Program is funded with Federal Metropolitan Planning funds, as allocated in the Unified Work Program (UWP). Local matching funds are provided by each local Council. The PL Program receives Core Supplemental funds to assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long Range Transportation Plan, Transportation Improvement Program, and Congestion Management System. The PL Program also receives Discretionary funds to assist CMAP with additional activities, including development of a comprehensive regional plan, and studies, projects and programs related to the region's Focus Areas. The PL Program includes five general task areas described below that will be completed using the Core Supplemental and Discretionary funding allocated in the FY 2010 UWP.

Communication & Public Involvement

Core Supplemental

The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP transportation policies, programs and initiatives to local officials, provide feedback regarding those issues to the CMAP staff, committees and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. The PL program will be the primary public contact for local government projects in the Interactive TIP Map.

Discretionary

The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP policies, programs and initiatives not related to transportation to local officials, provide feedback regarding those issues to the CMAP staff, committees and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. The PL program will actively work to assist CMAP staff with public involvement for *Go To 2040*.

General Liaison***Core Supplemental***

The PL program will provide staff assistance as part of the comprehensive regional planning effort. This includes being involved in the CMAP committee structure, providing technical and other support to help achieve CMAP objectives, and participating in and providing input on regional planning efforts surrounding the Transportation Improvement Program, Congestion Management System, and transportation elements of *Go To 2040*, such as the CREATE program, the STAR Line Mayors Task Force, the IDOT Elgin O'Hare – West Bypass study, the RTA Cook-DuPage Corridor Study, etc.

Discretionary

The PL program will provide staff assistance as part of the comprehensive regional planning effort. This includes being involved in the CMAP committee structure, providing technical and other support to help achieve CMAP objectives, and participating in and providing input on regional planning efforts above and beyond those that are federally required. The PL program will assist CMAP staff with invoicing of municipalities for local contributions, and other administrative tasks.

Program Development – Surface Transportation Program***Core Supplemental***

The PL staff will facilitate the Surface Transportation Program at the discretion of local Council methodologies while meeting federal requirements. The PL program will assist in the development of sub-regional annual and multi-year, multi-modal transportation improvement programs consistent with regional strategies and will be responsible for programming STP projects in the CMAP TIP.

Program Monitoring***Core Supplemental***

The PL program will work with local officials, regional, state and federal agencies and consultants to ensure the timely, efficient and effective implementation of transportation projects. This will include providing regular project status reports as well as close coordination with CMAP and IDOT staff for all locally sponsored projects. The PL program will be responsible for Active Program Management, as well as reviewing and assisting with applications for locally sponsored STP and CMAQ projects.

Technical Assistance***Core Supplemental***

The PL program will provide technical support and assistance regarding transportation issues to CMAP and local governments. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies.

Discretionary

The PL program will provide technical support and assistance to CMAP and local governments regarding non-transportation issues. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies. The PL staff will assist in the coordination and outreach activities of CMAP in the sub-region and will assist CMAP staff and other agencies with the extension of the *Go To 2040* Indicators project to a data archiving project.

Part B. Compensation/Term of Agreement

1. Compensation. The total amount of funds allocated for the GRANT totals \$215,308.52 of which \$92,504.27 are Federal PL funds, which is subject to an 80/20 federal/local match. The GRANTEE's required local match is \$23,126.07; and \$49,839.09 was approved with a 50/50 federal/local match which is \$49,839.09. The GRANTEE's total required local match is \$72,965.16.
2. This grant is for staff assistance to local officials and to undertake activities in support of transportation planning, programming and management and review by the GRANTEE.

3. The GRANTEE shall submit to CMAP (1) the line item budget for the GRANT, (2) *Derivation of Effective Hourly Rate* forms for all staff under this agreement, (3) current organizational chart, (4) resumes of staff supported by this GRANT, (5) copy of GRANTEE's travel policy (if no adopted travel policy, then the CMAP travel policy will be enforced) and (6) resolution of the GRANTEE's approval of the Planning Liaison Scope of Services and budget.
4. The GRANTEE shall submit to CMAP documentation of any changes to the personnel, effective hourly rates, maximum hours per person and maximum expenditure per budget category including the effective date and approval date of said changes. In addition, changes to parameters specified in this Agreement are subject to CMAP procedures.
5. The GRANTEE shall employ qualified personnel to undertake the activities outlined in the Scope of Services. The GRANTEE will utilize procedures recognized by CMAP for hiring personnel, including complete documentation of the steps leading to the selection of the personnel.
6. The GRANTEE shall submit to CMAP monthly invoices within **60 days** of the end of each month, except for the final invoice, which is due no later than **July 15** at the end of the agreement. The GRANTEE shall submit separate invoices for the activities subject to 20% local match and the activities subject to 50% local match. Invoice submittals shall be based on the latest *Effective Hourly Rates* submitted to CMAP, multiplied by the hours worked on eligible activities and the eligible expenses incurred by the GRANTEE during the subject month. The GRANTEE will submit such back up documentation as required by CMAP, including timesheets indicating eligible hours worked and leave time (sick, holiday, vacation, etc.) and receipts for eligible expenditures and updates to the expenditure spreadsheet. Calculations of staff time and direct and indirect costs shall track directly to the signed invoice voucher. Signatures of the staff performing the activities are required on timesheets verifying which hours are eligible for reimbursements.
7. The following statement is required on the Invoice Voucher: "*I certify that costs claimed have been incurred for the purposes specified in the FY 10 COM PL Agreement*" and shall be followed by the signature of the person in the local agency or conference who is authorized to make such assurances. All of the monthly invoices for the fiscal year are subject to year-end deadlines as outlined in Part C General Conditions of Approval.
8. CMAP shall review said monthly invoices and back up documentation for accuracy, completeness and conformance to the Grant Agreement and budget information on file. CMAP will contact the GRANTEE if there are deficiencies. If all documents are in order, CMAP will approve the invoice and forward it for reimbursement to the GRANTEE.
9. The personnel of the GRANTEE shall attend and provide an oral report on monthly progress at each planning liaison meeting.
10. The GRANTEE may submit an annual report at the conclusion of the contract.
11. The GRANTEE will be liable for fulfillment of the Scope of Services. CMAP will notify the GRANTEE in a timely manner of any deficiencies of the GRANTEE personnel regarding completion of required activities and other related issues. CMAP reserves the right to decline a contract with deficient GRANTEE personnel.
12. CMAP will schedule and conduct an annual review of the program and the services provided by GRANTEE personnel. Meeting participants will include but are not limited to CMAP and GRANTEE and other supervisors as deemed appropriate.
13. The term of this agreement shall be for the period July 1, 2009 through June 30, 2010.

Part C. General Conditions of Approval

The following are general conditions of approval and procedural guidelines to which all projects are subject. Signators of this Agreement certify that these conditions and procedures and the conditions and procedures specific to this project will be adhered to unless amended in writing.

14. **Laws of Illinois.** This grant shall be governed in all respects by the laws of the State of Illinois.

15. **Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also meet the following minimum procedural requirements.

- a. Solicitation of offers shall include a description of the technical requirements for the product or service to be procured.
- b. Awards shall be made only to responsible bidders.
- c. Small purchase procedures, which consist of obtaining price or rate quotations from an adequate number of qualified resources, may be used for products or services having a total value of not more than \$10,000.
- d. Invitation for Bid (IFB): An IFB, with item specifications and supplier requirements, shall be publicly advertised. Formal advertising procedures shall be used for products having a total value of more than \$10,000. In addition, bids shall be solicited from an adequate number of known suppliers. Bids shall be opened publicly and a fixed-price contract award made to that responsible bidder whose bid, conforming to the IFB, is lowest; unless that bid is rejected when there are sound documented business reasons in the best interest of the project.
- e. Request for Proposal (RFP): Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The RFP shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring part, price and other factors considered. Unsuccessful offerors should be notified promptly. The GRANTEE shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this GRANT in performing such contract, and that the contract is subject to the terms and conditions of this GRANT.
- f. Sole Source: The procurement through solicitation of a proposal from only one source (non-competitive negotiation) is allowed only if the products or services are available only from a single source. CMAP may authorize such a procedure; or, after solicitation of a number of sources, competition is determined inadequate.
- g. The GRANTEE shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- h. No CMAP employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

16. **Method of Payment.** Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in the Estimated Budget by the GRANTEE and on file at CMAP. All non-labor costs, if allowable, shall be listed and itemized as provided in Compensation and Term of Agreement Section on the final page.

Any invoices/bills issued by the GRANTEE to CMAP pursuant to this Grant shall be sent to the following address:

Chicago Metropolitan Agency for Planning
Suite 800
233 South Wacker
Chicago, Illinois 60606
Attn: Janet Bright

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

- b. **Billing and Payment.** All invoices for services performed and expenses incurred by GRANTEE prior to July 1st of each year must be presented to CMAP no later than July 15 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to GRANTEE on invoices presented after said date. No payments will be made for services performed prior to the effective date of this

Agreement. CMAP will send all payments to the GRANTEE's remittance address listed in this Agreement.

17. **Allocation of Grant Funds.** The GRANTEE may spend only those funds which will be reimbursed by both CMAP or by the Federal government. This grant authorizes the GRANTEE to spend no more than the limit of compensation as identified in Part B Compensation/Term of Agreement in this Grant. The GRANTEE is required to provide the local match as outlined in Part B Compensation and Term of Agreement in this Grant.
18. **Cost Category Transfer Request.** Notification to CMAP is required for all transfers among appropriated cost categories. No transfer of funds can exceed the total grant. The GRANTEE must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.
19. **Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
20. **Alteration or Termination.** All alterations shall be authorized in writing by CMAP and shall become part of the grant. This Grant may be terminated by either party upon seven (7) days written notice. Failure to carry out the conditions set forth herein shall constitute a breach of the grant and may result in termination. The applicant GRANTEE will be paid for work satisfactorily completed prior to the date of termination.
21. **Work Product.** CMAP shall have access to GRANTEE'S work and applicable records and GRANTEE shall provide for such access and inspection. Interim reports shall be submitted at key milestones of the project. If a final report is prepared, a copy should be forwarded to CMAP.
22. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
23. **Records.** The GRANTEE shall maintain, for a minimum of three years after the completion of the grant, adequate books, records and supporting documents related to the grant which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the grant for which adequate books, records and supporting documentation are not available to support their purported disbursement.
24. **Indemnification.** Unless prohibited by State law, the GRANTEE agrees to hold harmless and indemnify CMAP, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, arising out of any work or services performed by the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors in connection with this Agreement and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GRANTEE and/or the GRANTEE'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by CMAP and its officials, employees and agents in connection therewith.
25. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** GRANTEE must comply with the Illinois Board of Human Rights Act and rules applicable to public GRANTS, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
26. **Illinois Grant Funds Recovery Act.** Grant Funds are available for expenditure or obligation by the GRANTEE for the period of time set out in this agreement. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the GRANTEE must be returned to CMAP within 45 days. Any grant funds which have been misspent or are being improperly held are subject to recovery in accordance with the "Illinois Grant Funds Recovery Act," 30 ILCS 705.
27. **Ownership of Documents.** All documents, data and records produced by GRANTEE in carrying out GRANTEE's obligations and services hereunder, without limitation and whether preliminary or final,

shall become and remain the property of CMAP and GRANTEE. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to GRANTEE. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by GRANTEE.

28. **Debt Certification.** GRANTEE and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and GRANTEE and its affiliates acknowledge CMAP may declare the contract void if this certification is false (30 ILCS 500/50-11) or if GRANTEE or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. (30 ILCS 500/50-60).

Part D. Federal Conditions of Approval

- A. Standard Assurances.** The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Contractor agrees that the most recent federal requirements will apply to the project.
- B. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR Part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives federal funds from the U.S. DOT or FTA.

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

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Contractor assures that it will submit the required information pertaining to its compliance with these provisions.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed and issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, US DOT implementing regulation and this assurance.

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

D. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D). As required by OMB, Contractor certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to assure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 *et seq.*, related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination statute(s) that may apply to the project.

E. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application

for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Procurement Compliance Certification. The Contractor certifies that its procurements and procurement system will comply with all applicable federal laws and regulations in accordance with applicable federal directives, except to the extent FTA has expressly approved otherwise in writing.

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

1. As provided in SAFETEA-LU Section 5307(c), 23 U.S.C. 512 note, the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

H. Control of Property. Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

I. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

J. Debarment. Contractor shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Contractor certifies that to the best of its knowledge and belief, Contractor and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Contractor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective Contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this transaction. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Contractor shall provide immediate written notice to CMAP if at any time the Contractor learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and 12689.

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

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

K. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in (OMB) Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.

L. Drug Free Workplace. The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

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

49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

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

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through N apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Chicago Metropolitan Agency for Planning

Attest: _____ By: _____
Executive Director

Date: _____ Date: _____

The County of Kane

Attest: _____ By: _____

Date: _____ Date: _____

Scope of Service/Responsibilities

FY 2010 Planning Liaison Scope of Services

Approved by the Council of Mayors Executive Committee on 03/03/2009

The Planning Liaison (PL) Program is funded with Federal Metropolitan Planning funds, as allocated in the Unified Work Program (UWP). Local matching funds are provided by each local Council. The PL Program receives Core Supplemental funds to assist CMAP, as the Metropolitan Planning Organization for the Chicago region, in meeting Federal transportation planning requirements including development of a Long Range Transportation Plan, Transportation Improvement Program, and Congestion Management System. The PL Program also receives Discretionary funds to assist CMAP with additional activities, including development of a comprehensive regional plan, and studies, projects and programs related to the region's Focus Areas. The PL Program includes five general task areas described below that will be completed using the Core Supplemental and Discretionary funding allocated in the FY 2010 UWP.

Communication & Public Involvement

Core Supplemental

The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP transportation policies, programs and initiatives to local officials, provide feedback regarding those issues to the CMAP staff, committees and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. The PL program will be the primary public contact for local government projects in the Interactive TIP Map.

Discretionary

The PL program will be the basic communication link between CMAP and the suburban mayors. PL staff will provide information about CMAP policies, programs and initiatives not related to transportation to local officials, provide feedback regarding those issues to the CMAP staff, committees and Board and ensure that CMAP is apprised of regional and sub-regional issues of importance to their communities. The PL program will actively work to assist CMAP staff with public involvement for *Go To 2040*.

General Liaison

Core Supplemental

The PL program will provide staff assistance as part of the comprehensive regional planning effort. This includes being involved in the CMAP committee structure, providing technical and other support to help achieve CMAP objectives, and participating in and providing input on regional planning efforts surrounding the Transportation Improvement Program, Congestion Management System, and transportation elements of *Go To 2040*, such as the CREATE program, the STAR Line Mayors Task Force, the IDOT Elgin O'Hare – West Bypass study, the RTA Cook-DuPage Corridor Study, etc.

Discretionary

The PL program will provide staff assistance as part of the comprehensive regional planning effort. This includes being involved in the CMAP committee structure, providing technical and other support to help achieve CMAP objectives, and participating in and providing input on regional planning efforts above and beyond those that are federally required. The PL program will assist CMAP staff with invoicing of municipalities for local contributions, and other administrative tasks.

Scope of Service/Responsibilities
FY 2010 Planning Liaison Scope of Services
Approved by the Council of Mayors Executive Committee on 03/03/2009

Program Development – Surface Transportation Program

Core Supplemental

The PL staff will facilitate the Surface Transportation Program at the discretion of local Council methodologies while meeting federal requirements. The PL program will assist in the development of sub-regional annual and multi-year, multi-modal transportation improvement programs consistent with regional strategies and will be responsible for programming STP projects in the CMAP TIP.

Program Monitoring

Core Supplemental

The PL program will work with local officials, regional, state and federal agencies and consultants to ensure the timely, efficient and effective implementation of transportation projects. This will include providing regular project status reports as well as close coordination with CMAP and IDOT staff for all locally sponsored projects. The PL program will be responsible for Active Program Management, as well as reviewing and assisting with applications for locally sponsored STP and CMAQ projects.

Technical Assistance

Core Supplemental

The PL program will provide technical support and assistance regarding transportation issues to CMAP and local governments. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies.

Discretionary

The PL program will provide technical support and assistance to CMAP and local governments regarding non-transportation issues. It will provide data and analysis regarding issues of importance to regional or sub-regional agencies. The PL staff will assist in the coordination and outreach activities of CMAP in the sub-region and will assist CMAP staff and other agencies with the extension of the *Go To 2040* Indicators project to a data archiving project.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 6D

Date: April 27, 2009

Item: *Resolution:* Appropriation for Chicago Metropolitan Agency for Planning (CMAP)

Presenter / Sponsor: Tom Rickert

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source: N/A

Appropriation: \$25,000

Summary:

In 2005, the State of Illinois created the Chicago Metropolitan Agency for Planning (CMAP) to combine land use (Northeastern Illinois Planning Commission "NIPC") and transportation (Chicago Area Transportation Study "CATS") planning in the northeastern Illinois. The Legislature approved some State funding for CMAP, but also requested that the region's stakeholders demonstrate a financial commitment to the agency. CMAP has requested an annual local contribution of \$25,000 from each collar county in their planning area. Kane County has received an invoice from CMAP requesting this amount. Prior to the creation of CMAP, Kane County had annually contributed approximately \$20,000 to NIPC and \$5,000 to CATS.

CMAP is currently responsible for producing the 2040 Regional Comprehensive Planning Process for land use and transportation, titled *GO TO 2040*. In 1909, Daniel Burnham and Edward Bennett collaborated with the Commercial Club of Chicago and others to create a new plan for the greater Chicago region. The year 2009 will mark the 100 year anniversary of the Burnham Plan and the *GO TO 2040* campaign will use the opportunity of the Centennial to encourage the same spirit of responsibility and big thinking in planning for the 21st century. The plan will guide growth for Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will Counties for the rest of this century. In addition to land use and transportation, *GO TO 2040* also addresses the full range of quality-of-life issues, including the natural environment, economic development, housing, and human services such as education, health care and other social services.

Through *GO TO 2040*, CMAP has defined a Regional Vision based on detailed input from stakeholders and other residents across the region's seven counties. Approved by the CMAP Board on June 11, 2008, that vision now forms the basis of the *GO TO 2040* planning process, which extends through the plan's implementation starting in Fall 2010.

The *GO TO 2040* campaign is underway and the key steps of the planning process are summarized below:

Step 1: Develop a regional vision	Winter 2007 to Spring 2008
Step 2: Understand existing conditions	Fall 2008 to Spring 2010
Step 3: Evaluate potential planning strategies	Summer 2007 to Summer 2008
Step 4: Choose a preferred future scenario	Winter 2008 to Fall 2009
Step 5: Choose major capital projects	Fall 2008 to Winter 2009
Step 6: Communicate the plan	Spring 2010 to Fall 2010

To a significant degree, the sustainability of our region's future prosperity will hinge on the implementation of the 2040 regional vision. All stakeholders in the region – including Kane County – have a vested interest in ensuring this effort is successful.

List Attachments: Invoice from CMAP

Detailed information available from / at: Steve Coffinbargar, Chief of Planning & Programming, (630) 406-7170

Staff Comments / Recommendations: Staff recommends Committee approval of the resolution.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-_____

APPROPRIATION FOR CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP)

WHEREAS, the Chicago Metropolitan Agency for Planning (CMAP) is responsible for regional land use and transportation planning for the northeastern Illinois, 7-county region, including Kane County; and

WHEREAS, CMAP is charged with the preparation of the region's first integrated, long range land use and transportation plan for 2040; and

WHEREAS, CMAP recognizes that partnerships and coordination with units of local government is critical to the successful implementation of the integrated, long range land use and transportation plan for 2040 and other planning initiatives and activities; and

WHEREAS, Kane County is a partner agency with CMAP in its preparation of the long range land use and transportation plan for 2040 and other planning activities and initiatives; and

WHEREAS, Kane County recognizes the importance of CMAP in sustaining the long-term vitality of the region and desires to continue a cooperative and productive relationship; and

WHEREAS, CMAP has requested a contribution from each County in the amount of Twenty Five Thousand Dollars (\$25,000.00) in support of the planning and programming services provided.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the sum of Twenty Five Thousand Dollars (\$25,000.00) from County Highway Fund #300, Line Item #50330 (Northeast IL Plan & Metro Servs) to contribute towards said CMAP services.

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?
300.520.520.50330	Northeast IL Plan & Metro Servs	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes

No

Voice

Abstentions

5CMAPCONTR.4LH

Chicago Metropolitan Agency for Planning

233 South Wacker Drive, Suite 800 Sears Tower

Chicago, IL 60606

Telephone Number: 312-454-0400

Fax Number: 312-454-0411

Web Address: www.cmap.illinois.gov

INVOICE

BILL TO: Kane County Mr. Thomas B. Rickert Deputy Director of Transportation Kane County Division of Transportation 41W011 Burlington Road St. Charles, IL 60175	Invoice Number:	66800
	Invoice Date:	March 18, 2009
	Contact Person:	Lorrie Kovac
		312-386-8818

DESCRIPTION	PRICE	AMOUNT
Contribution to CMAP	\$25,000.00	\$25,000.00
Please make check payable to: Chicago Metropolitan Agency for Planning		
	TOTAL DUE:	\$25,000.00

THANK YOU!



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 7A

Date: April 27, 2009

Item: Permit Report

Presenter / Sponsor: Tom Rickert

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Attached are spreadsheets showing issued permits for this year and 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 in fiscal year 2009 versus fiscal year 2008.

Major Improvements

Prior to road/lane closures or detours, notifications are distributed to appropriate newspapers, County Board members, and agencies.

1. Bowes Road @ Corron Road – Project includes channelization of the intersection as well as turn lane improvements for the Corron Road and Bowes Road access points. Construction expected to begin in 2010.
2. Harmony Road @ Kelley Road – Project includes the channelization of Harmony Road for various Prairie Ridge Subdivision access points in Hampshire. Punch list items to be completed in Spring 2009.
3. Kirk Road @ Wind Energy Pass (Batavia, Illinois) – Construction of access to align with existing Wind Energy Pass on the west side of Kirk Road. Signal modifications with a right-in/right-out access to Kirk Road and installation of barrier median along Kirk Road. Design complete. Construction schedule uncertain.
4. Randall Road @ Bowes Road (Wal-Mart) – Intersection improvements, constructing three (3) through lanes in each direction and dual lefts on Randall Road. Permanent signals and channelization for the proposed new intersections to Randall Road and Bowes Road. Design complete. Construction schedule uncertain.
5. Randall Road @ Fox Lane (Sherman Hospital) – Intersection improvements at Randall & Fox Lane and Randall & Holmes to provide pavement for three (3) through lanes in each direction, right turn lanes on Randall Road, dual lefts on Randall Road, and associated traffic signal modifications. Design complete. Construction will begin in 2009.
6. Russell Road @ Plank Road (Tall Oaks Subdivision) – Construction of two (2) new channelized intersections on Russell Road, intersection improvements at the intersection of Russell Road and Plank Road, and resurfacing of approximately ½ mile of Russell Road. Design complete. Construction schedule uncertain.
7. Randall Road & Saddle Club Parkway (Randall Rose Automall) – Construction of an additional northbound through lane, with dual left turn lanes at Randall/Point and Randall/Saddle Club Parkway and related traffic signal modifications. Construction expected to re-start in Spring 2009.

List Attachments: Issued and open permitting spreadsheets and charts

Detailed information available from / at: Kurt Nika, Chief of Permitting, (630) 406-7372

Staff Comments / Recommendations: For information only.

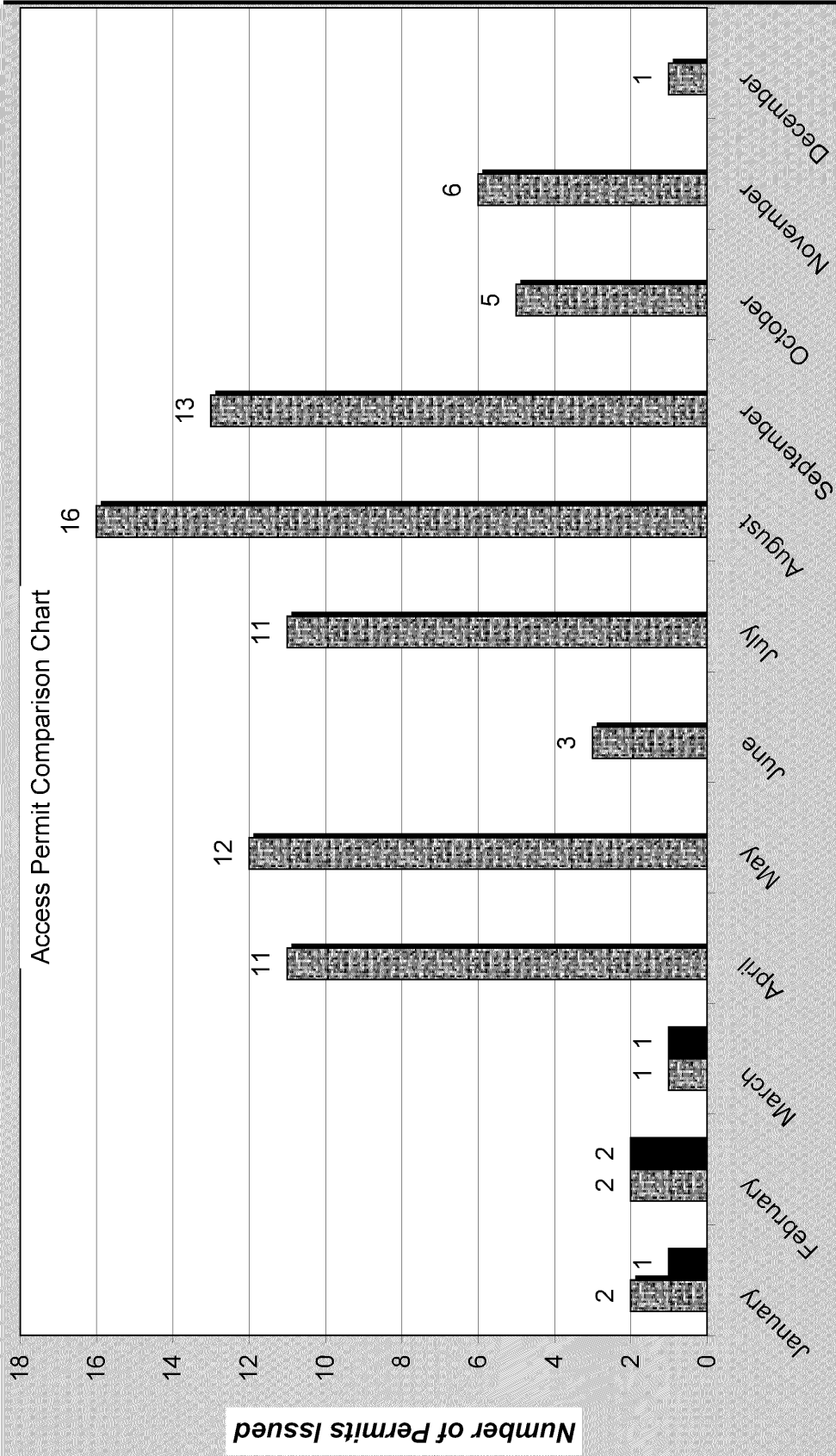
Issued Permits Comparison (not a fiscal year*)							
2008				2009			
Months	Access	Utility	Moving	Months	Access	Utility	Moving
January	2	13	200	January	1	6	142
February	2	19	121	February	2	13	126
March	1	6	268	March	1	6	91
April				April			
May				May			
June				June			
July				July			
August				August			
September				September			
October				October			
November				November			
December				December			
Yearly Totals	5	38	589	Yearly Totals	4	25	359
Combined totals of Access & Utility for Mar.			7	Combined totals of Access & Utility for Mar.			7

Issued Permits

DECEMBER 2008 THRU NOVEMBER 2009													
Fiscal Year 2009		ACCESS PERMITS ISSUED										MOVING PERMITS ISSUED	
Month	Temp	Utility	Major	Minimum	Detour	Events	Agriculf	R.O.W.	Subdivision	Water Draw	REVENUE COLLECTED		COLLECTED THRU ACCESS PERMIT
Dec-08	0	4	0	0	0	0	0	1	0	0	Moving	Access	SIGNS
Jan-09	1	6	0	0	0	0	0	0	0	0	\$19,730.00	\$17,650.00	\$3,600.00
Feb	0	13	0	0	0	1	0	1	0	0	\$16,660.00	\$3,700.00	\$10,800.00
Mar	0	6	0	0	0	1	0	0	0	0	\$7,660.00	\$5,150.00	\$4,300.00
Apr											\$11,355.00	\$700.00	
May													
June													
July													
Aug													
Sept													
Oct													
Nov													
Totals	1	29	0	0	0	2	0	2	0	0	\$55,405.00	\$27,200.00	\$20,700.00
DECEMBER 2007 THRU NOVEMBER 2008													
Fiscal Year 2008		ACCESS PERMITS ISSUED										MOVING PERMITS ISSUED	
Month	Temp	Utility	Major	Minimum	Detour	Events	Agriculf	R.O.W.	Subdivision	Water Draw	REVENUE COLLECTED		COLLECTED THRU ACCESS PERMIT
Dec-07	1	10	0	0	0	0	1	0	0	0	Moving	Access	SIGNS
Jan-08	1	13	0	0	0	1	0	0	0	0	\$33,535.00	\$3,300.00	
Feb	1	19	0	1	0	0	0	0	0	0	\$15,115.00	\$24,400.00	\$4,500.00
Mar	0	6	0	0	0	0	0	1	0	0	\$14,610.00	\$9,350.00	
Apr	2	14	0	3	1	2	0	3	0	0	\$12,167.00	\$9,800.00	
May	2	18	1	2	1	3	0	3	0	0	\$16,642.00	\$17,250.00	
June	1	7	0	2	0	0	0	0	0	0	\$23,905.00	\$9,750.00	
July	2	24	1	1	1	2	1	2	0	1	\$23,170.00	\$13,650.00	
Aug	4	11	2	0	2	2	2	0	0	2	\$33,670.00	\$25,400.00	
Sept	2	3	2	0	0	4	0	4	0	1	\$17,235.00	\$10,150.00	
Oct	3	14	0	0	0	0	0	2	0	0	\$25,827.00	\$6,700.00	
Nov	2	8	1	0	0	0	0	3	0	0	\$26,471.22	\$6,300.00	
Totals	21	147	7	9	5	14	4	20	0	4	\$261,187.22	\$144,600.00	\$4,500.00

18

Access Permit Comparison Chart



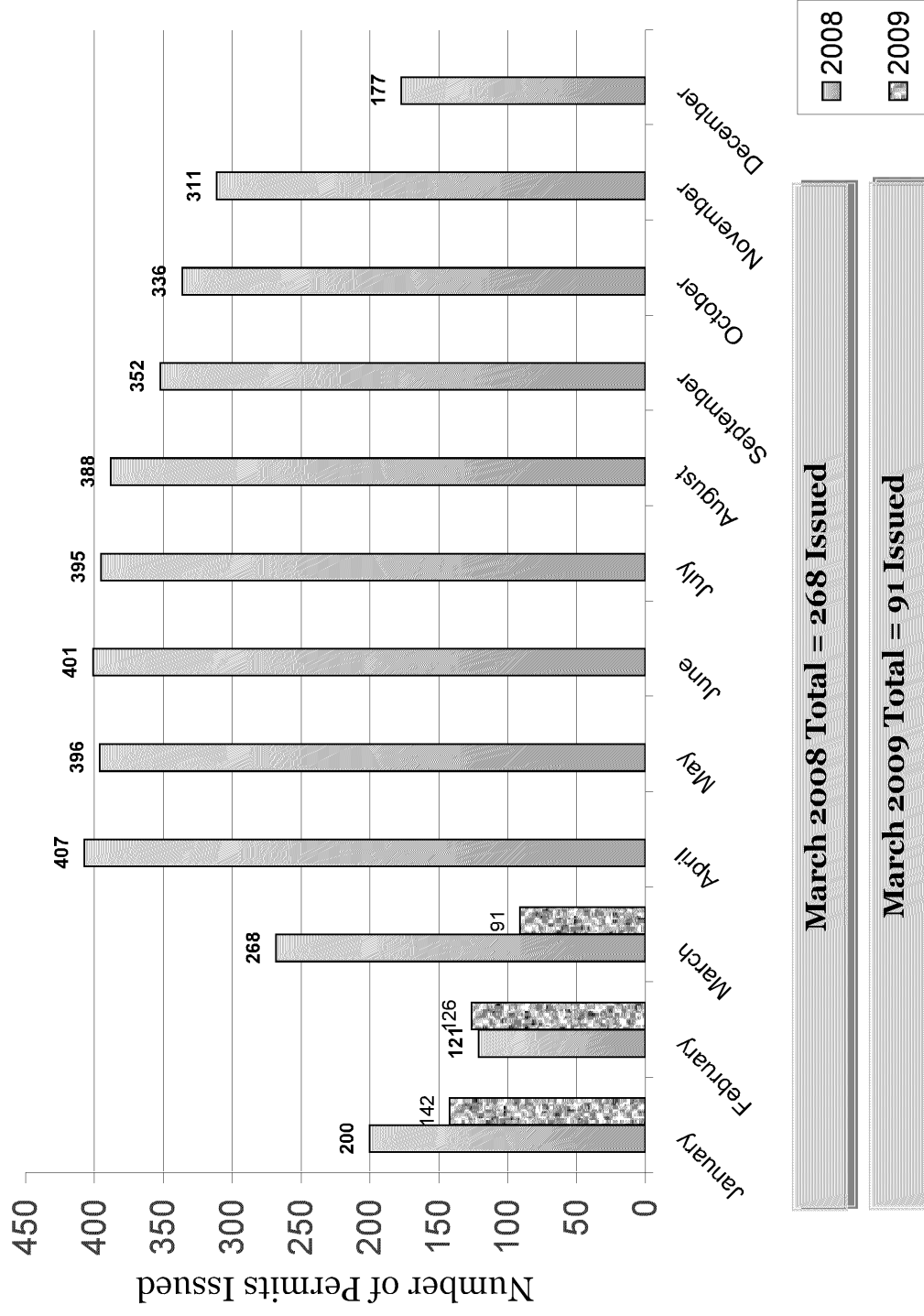
Number of Permits Issued

March 2008 Total = 1 ISSUED

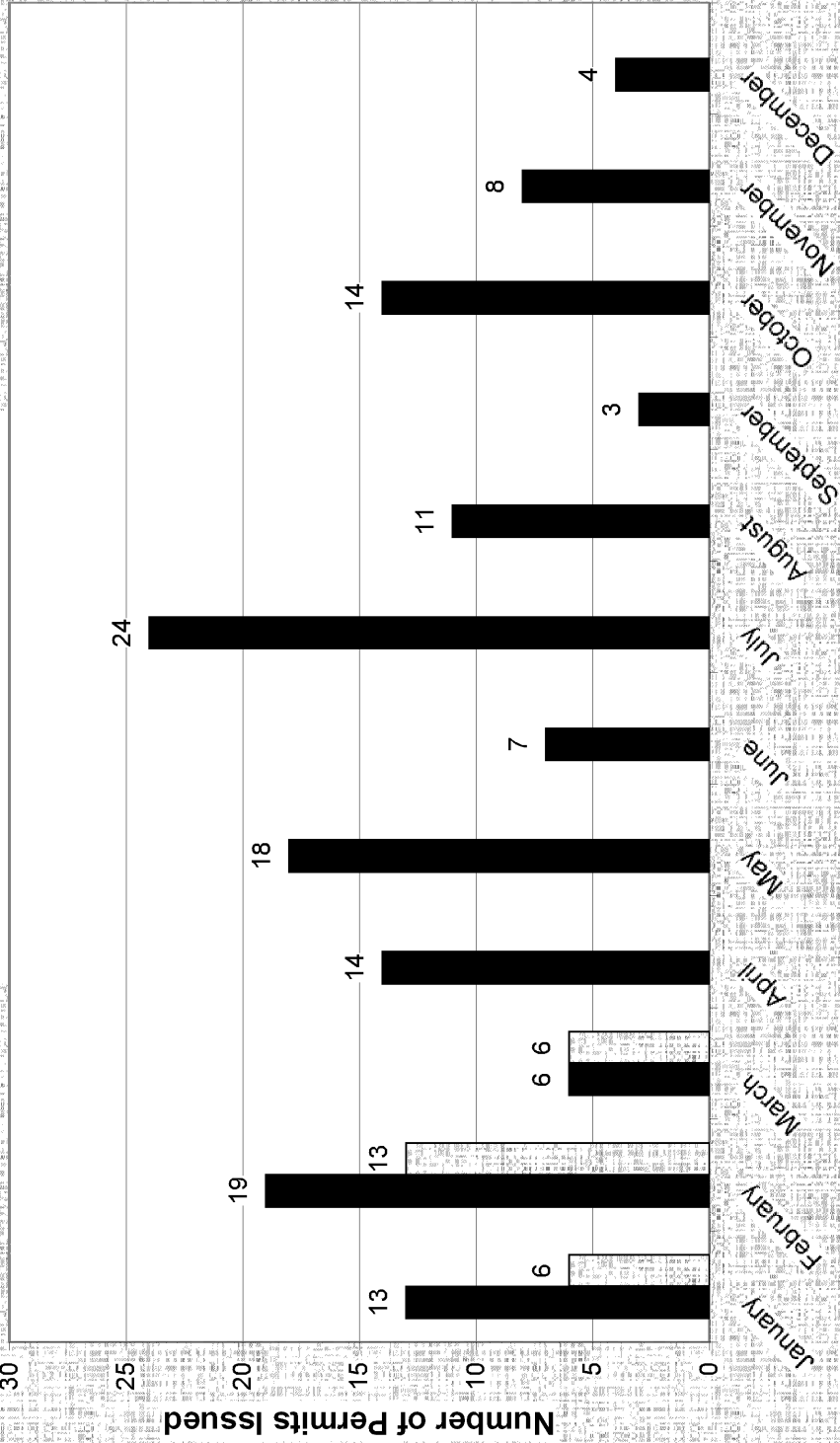
2008 2009

March 2009 Total = 1 ISSUED

Moving Permit Comparison Chart



Utility Permit Comparison Chart



March 2008 Total = 6 Issued

March 2009 Total = 6 Issued



Status Log Kane County

Issued Projects from 03/01/2008 to 03/31/2009

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

Permit #	Highway Name Development Name	Received	Permit Types	Expiration	LOC Expires	Reviewer	Review Date	Issued	Status
TA-2009-0030	Allen Rd-Hamshire Twp Coon Creek Classic 2K & 10K Race	02/23/2009	Special Event	08/03/2009		DOTKEN	02/24/2009	03/04/2009	Issued
TA-2008-0157	Bia Timber Rd at & t	08/01/2008	Utility Modif or New Const	02/16/2009		DOTJES	08/01/2008	08/18/2008	Issued
TA-2009-0040	Bia Timber Rd at & t	03/12/2009	Utility Major Maintenance	06/11/2009		DOTJES	03/12/2009	03/13/2009	Issued
TA-2008-0186	Bia Timber Rd Nicor Gas	10/01/2008	Utility Maj Mnt Sing Resident	01/19/2009		DOTJES	10/21/2008	10/21/2008	Issued
TA-2009-0039	Bliss Rd ComEd	03/12/2009	Utility Modif Pub Impr	09/11/2009		DOTJES	03/12/2009	03/13/2009	Issued
TA-2008-0147	Bliss Rd Nicor Gas	07/22/2008	Utility Modif Pub Impr	01/28/2009		DOTJES	07/22/2008	07/29/2008	Issued
TA-2009-0006	Bowes Road at & t	01/15/2009	Utility Modif or New Const	05/21/2009		DOTJES	01/15/2009	01/21/2009	Issued
TA-2008-0179	Bowes Road at & t	09/19/2008	Utility Modif or New Const	03/28/2009		DOTJES	09/19/2008	10/03/2008	Issued
TA-2008-0212	Bowes Road at & t	12/30/2008	Utility Modif or New Const	07/02/2009		DOTJES	12/30/2008	01/02/2009	Issued
TA-2008-0004	Bowes Road ComEd	01/08/2008	Utility Modif or New Const	02/13/2009		DOTJES	08/15/2008	08/15/2008	Issued
TA-2008-0142	Bowes Road ComEd	07/15/2008	Utility Modif or New Const	01/16/2009		DOTJES	07/15/2008	07/18/2008	Issued
TA-2007-0191	Bowes Road Heritage Crossing of South Elgin	06/27/2007	Major Access Right-of-Way Alteration	07/02/2009	09/04/2009	DOTKEN	01/14/2009	07/14/2008	Issued
TA-2008-0207	Bowes Road Nicor Gas	11/20/2008	Utility Modif or New Const	06/04/2009		DOTJES	11/20/2008	12/04/2008	Issued
TA-2008-0211	Bowes Road Nicor Gas	12/17/2008	Utility Maj Mnt Sing Resident	06/22/2009		DOTJES	12/18/2008	12/22/2008	Issued



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41W011 Burlington Road, Saint Charles, Illinois 60175
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Permit #	Highway Name Development Name	Received	Permit Types	Expiration	LOC Expires	Reviewer	Review Date	Issued	Status
TA-2008-0205	Bowes Road Wide Open West	11/13/2008	Utility Modif or New Const	03/01/2009		DOTJES	11/13/2008	12/01/2008	Issued
TA-2009-0002	Burlington Rd Peloquin Temp Construction Access	01/06/2009	Temp Const Access	01/11/2010		DOTkbm	01/06/2009	01/09/2009	Issued
TA-2007-0309	Corron Rd Comcast	11/05/2007	Utility New Const Non-Franch	03/09/2009		DOTJES	11/05/2007	09/10/2008	Issued
TA-2008-0202	Corron Rd Comcast-Universal Cable Construction	11/10/2008	Utility Modif or New Const	02/15/2009		DOTJES	11/10/2008	11/17/2008	Issued
TA-2008-0060	Dauberman Rd-Big Rk Two E. Baldrige New Driveway	03/28/2008	Minimum Access			DOTkbm	04/14/2008	04/14/2008	Issued
TA-2008-0171	Dittman Road Al Hintt & Sons Trucking	08/29/2008	Water Draw			DOTACK	08/29/2008	08/29/2008	Issued
TA-2009-0028	Dittman Road Nicol Gas	02/20/2009	Utility Maj Mnt Sing Resident	05/27/2009		DOTJES	02/20/2009	02/26/2009	Issued
TA-2008-0109	Ellithorpe Rd Volkening Minimum Access	06/02/2008	Minimum Access Temp Const Access	06/18/2009 06/18/2009		DOTkbm	06/02/2008	06/18/2008	Issued
TA-2009-0017	Fabvan Parkway at & t	02/04/2009	Utility Modif or New Const	06/06/2009		DOTJES	02/04/2009	02/05/2009	Issued
TA-2008-0181	Fabvan Parkway Comcast	09/24/2008	Utility Modif or New Const	01/01/2009		DOTJES	09/24/2008	10/03/2008	Issued
TA-2008-0192	Fabvan Parkway Comcast	10/15/2008	Utility Permit Extension Utility Modif Pub Impr	06/28/2009 01/20/2009		DOTJES	10/15/2008	10/22/2008	Issued
TA-2008-0148	Fabvan Parkway ComEd-Tree Trimming	07/23/2008	Utility Major Maintenance	01/22/2009		DOTJES	07/23/2008	07/24/2008	Issued
TA-2008-0201	Fabvan Parkway Nicol Gas	11/06/2008	Utility Modif or New Const	02/05/2009		DOTJES	11/06/2008	11/07/2008	Issued
TA-2008-0111	Gallican Rd-Rutland Two at & t	06/10/2008	Utility Modif or New Const	01/07/2009		DOTJES	06/10/2008	07/07/2008	Issued



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Permit #	Highway Name Development Name	Received	Permit Types	Expiration	LOC Expires	Reviewer	Review Date	Issued	Status
TA-2008-0193	Gallican Rd-Rutland Two ComEd	10/27/2008	Utility Modif or New Const	01/27/2009		DOTJES	10/27/2008	10/29/2008	Issued
TA-2008-0204	Gallican Rd-Rutland Two ComEd	11/13/2008	Utility Modif or New Const	02/18/2009		DOTJES	11/13/2008	11/20/2008	Issued
TA-2008-0198	Harmonv Rd-Himpshr Two at & t	10/29/2008	Utility Modif or New Const	05/03/2009		DOTJES	10/29/2008	11/05/2008	Issued
TA-2008-0053	Harmonv Rd-Himpshr Two ComEd	03/25/2008	Utility Modif or New Const	02/18/2009		DOTJES	08/19/2008	08/19/2008	Issued
TA-2008-0170	Harmonv Rd-Himpshr Two Nicor Gas	08/26/2008	Utility Modif or New Const	04/16/2009		DOTJES	08/26/2008	10/16/2008	Issued
TA-2009-0001	Harter Rd ComEd	01/02/2009	Utility Modif or New Const	07/07/2009		DOTJES	01/02/2009	01/07/2009	Issued
TA-2008-0184	Highland Ave ComEd	09/26/2008	Utility Modif or New Const	01/01/2009		DOTJES	10/03/2008	10/03/2008	Issued
TA-2008-0143	Hinckley Rd John Rosenwinkel Ag Access widening	07/16/2008	Agricultural Temp Const Access	07/23/2009		DOTkbn	07/16/2008	08/07/2008	Issued
TA-2008-0210	Huntlev Rd at & t	12/02/2008	Utility Modif or New Const	06/03/2009		DOTJES	12/02/2008	12/03/2008	Issued
TA-2009-0024	Jericho Rd Nicor Gas	02/18/2009	Utility Maj Mnt Sing Resident	05/27/2009		DOTJES	02/18/2009	02/26/2009	Issued
TA-2008-0119	Keslinder Rd Lorenz Farm Ag Access Widening	06/13/2008	Agricultural Temp Const Access	07/07/2009		DOTKEN	06/13/2008	08/01/2008	Issued
TA-2009-0036	Keslinder Rd Nicor Gas	03/11/2009	Utility Modif Pub Impr	09/18/2009		DOTJES	03/11/2009	03/20/2009	Issued
TA-2009-0012	Main St at & t	01/30/2009	Utility Modif or New Const	05/19/2009		DOTJES	01/30/2009	02/18/2009	Issued
TA-2009-0038	Main St Nicor Gas	03/11/2009	Utility Maj Mnt Sing Resident	06/11/2009		DOTJES	03/11/2009	03/13/2009	Issued



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TA-2008-0200	McLean Blvd ComEd	11/04/2008	Utility Modif or New Const	02/08/2009		DOTJES	11/04/2008	11/10/2008	Issued
TA-2008-0206	McLean Blvd ComEd	11/18/2008	Utility Modif Pub Impr	02/18/2009		DOTJES	11/18/2008	11/20/2008	Issued
TA-2009-0032	Montgomery Rd Nicol Gas	03/03/2009	Utility Modif or New Const	08/10/2009		DOTJES	03/03/2009	03/12/2009	Issued
TA-2008-0146	Orchard Rd Aurora Well Collector No. 29	07/22/2008	Right-of-Way Alteration			DOTkbm	11/21/2008	11/04/2008	Issued
TA-2008-0214	Peck Rd Comcast	12/31/2008	Utility Modif or New Const	04/07/2009		DOTJES	12/31/2008	01/07/2009	Issued
TA-2008-0172	Peck Rd Kane County Jail	09/04/2008	Temporary Access	01/20/2013		DOTJES	09/04/2008	10/22/2008	Issued
TA-2009-0020	Peplow Rd ComEd-Anderson Property	02/17/2009	Utility Maj Mnt Sing Resident	05/21/2009		DOTJES	02/17/2009	02/20/2009	Issued
TA-2009-0018	Peplow Rd Nicol Gas	02/04/2009	Utility Modif or New Const	05/26/2009		DOTJES	02/09/2009	02/25/2009	Issued
TA-2008-0168	Plank Rd Pingree Grove & Countryside Fire Dept.	08/20/2008	Water Draw	08/21/2009		DOTKEN	08/20/2008	08/21/2008	Issued
TA-2009-0003	Randall Rd at & t	01/07/2009	Utility Modif or New Const	05/15/2009		DOTJES	01/07/2009	01/15/2009	Issued
TA-2009-0005	Randall Rd at & t	02/02/2009	Utility Major Maintenance	06/19/2009		DOTJES	02/02/2009	02/18/2009	Issued
TA-2009-0009	Randall Rd at & t	01/27/2009	Utility Modif Pub Impr	08/07/2009		DOTJES	01/27/2009	02/06/2009	Issued
TA-2009-0013	Randall Rd at & t	01/30/2009	Utility Modif or New Const	06/19/2009		DOTJES	01/30/2009	02/18/2009	Issued
TA-2009-0021	Randall Rd at & t	02/18/2009	Utility Modif or New Const	05/21/2009		DOTJES	02/19/2009	02/20/2009	Issued
TA-2008-0140	Randall Rd at & t	07/15/2008	Utility Modif or New Const	01/15/2009		DOTJES	07/15/2008	07/17/2008	Issued



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Permit #	Highway Name Development Name	Received	Permit Types	Expiration	LOC Expires	Reviewer	Review Date	Issued	Status
TA-2008-0080	Randall Rd City of Geneva Signal Interconnect	04/24/2008	Right-of-Way Alteration	04/30/2009		DOTKEN	11/14/2008	11/13/2008	Issued
TA-2009-0023	Randall Rd Comcast Cable	02/18/2009	Utility Modif or New Const	05/26/2009		DOTJES	02/18/2009	02/25/2009	Issued
TA-2009-0004	Randall Rd ComEd	01/13/2009	Utility Modif Pub Impr	08/26/2009		DOTJES	01/13/2009	02/25/2009	Issued
TA-2008-0113	Randall Rd ComEd	06/02/2008	Utility Permit Extension Utility Modif or New Const	06/30/2009 12/24/2008		DOTJES	06/13/2008	06/26/2008	Issued
TA-2008-0137	Randall Rd ComEd	07/09/2008	Utility Modif or New Const	02/13/2009		DOTJES	07/09/2008	08/15/2008	Issued
TA-2008-0209	Randall Rd Fox River Watershed Monitoring	11/21/2008	Right-of-Way Alteration			DOTkbn	11/21/2008	12/31/2008	Issued
TA-2009-0019	Randall Rd Magellan Pipeline L. P.	02/09/2009	Utility Modif Pub Impr	03/03/2014		DOTJES	03/02/2009	03/09/2009	Issued
TA-2008-0154	Randall Rd Nicol Gas	07/30/2008	Utility Modif Pub Impr	02/11/2009		DOTJES	07/30/2008	08/13/2008	Issued
TA-2008-0197	Randall Rd Nicol Gas	10/28/2008	Utility Modif or New Const	01/29/2009		DOTJES	10/28/2008	10/31/2008	Issued
TA-2008-0185	Randall Rd Randall Commons Temp. Constr. Access	09/29/2008	Temp Const Access	09/30/2009		DOTKEN	12/16/2008	10/07/2008	Issued
TA-2006-0254	Randall Rd Randall Rose Subdivision	09/28/2006	Major Access Right-of-Way Alteration Temp Const Access	07/31/2009 07/31/2009		DOTKEN	09/08/2008	09/08/2008	Issued
TA-2008-0046	Randall Rd Wal Mart #5060 Signal Interconnect	03/11/2008	Permit Expiration Extension Right-of-Way Alteration	12/31/2009 12/31/2008		DOTKEN	02/20/2009	09/26/2008	Issued



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TA-2008-0199	Randall Rd Wide Open West	11/03/2008	Utility Modif or New Const	05/05/2009		DOTJES	11/07/2008	11/07/2008	Issued
TA-2009-0025	Russell Rd Nicol Gas	02/18/2009	Utility Major Maintenance	05/26/2009		DOTJES	02/18/2009	02/25/2009	Issued
TA-2008-0120	Russell Rd Nicol Gas	06/16/2008	Utility Modif or New Const	03/28/2009		DOTJES	06/27/2008	09/29/2008	Issued
TA-2008-0194	Russell Rd Universal Cable Construction	10/27/2008	Utility New Const Non-Franch	01/27/2009		DOTJES	10/27/2008	10/29/2008	Issued
TA-2009-0014	Scott Rd Prairie Parkway Soil Borings	02/02/2009	Right-of-Way Alteration	12/31/2009		DOTKbm	02/02/2009	02/23/2009	Issued
TA-2008-0132	Silver Glen Rd Enginex Environmental Testing	07/01/2008	Right-of-Way Alteration			DOTACK	07/01/2008	07/14/2008	Issued
TA-2008-0178	Silver Glen Rd National Power Rodding Corp.	09/16/2008	Water Draw	09/16/2009		DOTKEN	09/16/2008	09/17/2008	Issued
TA-2009-0016	Thatcher Rd ABD Cycle Club-John Fraser Time Trial	02/03/2009	Special Event	05/03/2009		DOTKEN	02/09/2009	02/10/2009	Issued
TA-2009-0010	Tyrrell Rd ComEd	01/27/2009	Fine Utility Modif or New Const	06/28/2009		DOTJES	01/27/2009	01/28/2009	Issued
TA-2008-0203	Tyrrell Rd ComEd	11/12/2008	Utility Modif or New Const	05/16/2009		DOTJES	11/12/2008	11/18/2008	Issued
TA-2008-0175	Tyrrell Rd ComEd - MJ Electric	09/10/2008	Utility Modif or New Const	04/15/2009		DOTJES	09/10/2008	10/17/2008	Issued
TA-2008-0195	Tyrrell Rd ComEd - MJ Electric	10/27/2008	Temp Const Access	05/29/2009		DOTJES	10/27/2008	11/04/2008	Issued
TA-2008-0196	Tyrrell Rd ComEd - MJ Electric	10/27/2008	Temp Const Access	05/29/2009		DOTJES	10/27/2008	11/04/2008	Issued
TA-2008-0095	Tyrrell Rd	05/13/2008	Utility Permit Extension	02/16/2009					



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	Mediacom Communications		Utility Modif Pub Impr	08/19/2008		DOTJES	11/18/2008	05/21/2008	Issued



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TA-2008-0036	Allen Rd-Hampshire Two Prairie Ridge Neighborhoods CC, P, Q &	02/29/2008	Right-of-Way Alteration			DOTKEN	03/07/2008		Open
TA-2009-0034	Allen Rd-Hampshire Two Village of Hampshire Allen-20	03/04/2009	Right-of-Way Alteration			DOTACK	03/04/2009		Open
TA-2006-0235	Allen Rd-Hampshire Two Winding Creek Estates	09/18/2006	Major Access			DOTKEN	09/26/2008		Open
TA-2006-0085	Big Timber Rd HPI East Subdivision-PH 1	03/31/2006	Major Access			DOTACK	11/04/2008		Open
TA-2006-0207	Big Timber Rd HPI Elgin E-Phase 1 Subdivision	08/03/2006	Major Access			DOTACK	05/07/2008		Open
TA-2008-0158	Big Timber Rd Kelso-Burnett Co. Fiber Optic Connection	08/04/2008	Utility Modif or New Const			DOTkbn	08/04/2008		Open
TA-2005-0051	Big Timber Rd Oakstead Sub.	02/09/2005	Major Access			DOTKEN	02/19/2008		Open
TA-2008-0042	Big Timber Rd Prairie Ridge Neigh T - AA	03/06/2008	Major Access			DOTKEN	03/06/2008		Open
TA-2008-0082	Big Timber Rd RANDALL POINT BUS. PK. SIGNALS	04/25/2008	Right-of-Way Alteration			DOTACK	04/29/2008		Open
TA-2009-0033	Big Timber Rd Village of Hampshire Big Tim-20 Rd. Imp.	03/04/2009	Right-of-Way Alteration			DOTACK	03/04/2009		Open
TA-2008-0125	Bunker Rd-Blkbrv Two LaFox Metra Station Expansion	06/24/2008	Right-of-Way Alteration			DOTKEN	06/24/2008		Open
TA-2007-0016	Corron Rd Cedar Grove Subdivision	01/16/2007	Major Access		05/08/2009	DOTGJS	01/06/2009		Open
TA-2007-0106	Corron Rd Cedar Grove-Bowes-Corron Traffic Signal	04/19/2007	Right-of-Way Alteration Traffic Signal Improvements		05/08/2009	DOTKEN	02/08/2008		Open
TA-2005-0056	Corron Rd Stonebrook Subdivision	02/16/2005	Subdivision Road Constructi...		11/15/2009	DOTKEN	01/11/2008		Open



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TA-2005-0181	Dauberman Rd-Bld Rk Twp Longs Meadow Subdivision	06/15/2005	Major Access			DOTkbm	10/27/2008		Open
TA-2009-0027	Fabvan Parkway Dreyer Medical Development	02/20/2009	Major Access			DOTKEN	03/12/2009		Open
TA-2006-0282	Fabvan Parkway Fabyan Elementary School	11/09/2006	Right-of-Way Alteration			DOTkbm	02/11/2009		Open
TA-2008-0041	Harmonv Rd-Hmshvr Twp Prairie Ridge Neigh E, I, & J	03/06/2008	Major Access			DOTKEN	03/07/2008		Open
TA-2006-0120	Harmonv Rd-Hmshvr Twp Prairie Ridge Neigh T-AA	05/18/2006	Major Access			DOTKEN	04/02/2008		Open
TA-2006-0089	Harter Rd Kaneland High School & Middle School	04/05/2006	Major Access			DOTACK	03/02/2009		Open
TA-2008-0057	Harter Rd Kaneland High School Sewer & Water	03/26/2008	Right-of-Way Alteration			DOTACK	04/24/2008		Open
TA-2009-0031	Huntlev Rd Carpentersville Signals & Road Imp.	02/24/2009	Major Access			DOTKEN	02/24/2009		Open
TA-2009-0035	Huntlev Rd Huntley-Miller Signals-Carpentersville	03/06/2009	Right-of-Way Alteration			DOTKEN	03/11/2009		Open
TA-2009-0008	Keslindaer Rd ComEd	01/15/2009	Utility Modif Pub Impr			DOTJES	02/03/2009		Open
TA-2009-0015	Keslindaer Rd ComEd	02/03/2009	Utility Modif Pub Impr			DOTJES	03/16/2009		Open
TA-2007-0251	Keslindaer Rd Delnor Hospital Channelization	09/04/2007	Right-of-Way Alteration			DOTACK	02/20/2009		Open
TA-2007-0266	Keslindaer Rd Geneva West Bus Barn Addition	09/17/2007	Minor Access			DOTKEN	08/28/2008		Open
TA-2006-0288	Keslindaer Rd Keslinger Plaza	11/15/2006	Major Access			DOTkbm	10/29/2008		Open
TA-2009-0042	Kirk Rd at & t-Project Lightspeed	03/20/2009	Utility Modif or New Const			DOTJES	03/20/2009		Open



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TA-2008-0068	Kirk Rd BP Station & Carwash	04/15/2008	Major Access			DOTKEN	04/15/2008		Open
TA-2009-0045	Kirk Rd ComEd	03/30/2009	Utility Modif or New Const			DOTJES	03/30/2009		Open
TA-2008-0190	Kirk Rd EVP Installation - City of Batavia	10/10/2008	Right-of-Way Alteration	07/13/2009		DOTKEN	01/13/2009		Open
TA-2008-0189	Kirk Rd Red Light Running Kirk/Fabyan	10/09/2008	Right-of-Way Alteration			DOTKEN	03/17/2009		Open
TA-2008-0066	Kirk Rd Red Light Running Kirk-64	04/14/2008	Right-of-Way Alteration			DOTKEN	04/01/2009		Open
TA-2008-0213	Main St Royalton Preserve Subdivision	12/31/2008	Major Access			DOTKEN	12/31/2008		Open
TA-2008-0208	Orchard Rd Orchard Lakes Subdivision	11/20/2008	Right-of-Way Alteration	07/23/2009		DOTKEN	01/23/2009		Open
TA-2008-0191	Orchard Rd Traffic Signal Interconnect-Galena Blvd.	10/10/2008	Right-of-Way Alteration			DOTKEN	10/10/2008		Open
TA-2008-0002	Peck Rd Prairie Green Tr. & Parking Lot PH 1	01/04/2008	Minimum Access						
			Right-of-Way Alteration	10/07/2009					
			Temp Const Access	10/07/2009		DOTKEN	01/21/2009		Open
TA-2009-0044	Randall Rd at & t Stearns Test Holes	03/25/2009	Utility Modif Pub Impr			DOTJES	03/25/2009		Open
TA-2009-0011	Randall Rd McGrath Honda Water Main Connection	01/29/2009	Utility Modif or New Const			DOTJES	01/29/2009		Open
TA-2009-0037	Randall Rd Nicol Gas	03/11/2009	Utility Modif or New Const			DOTKEN	03/11/2009		Open
TA-2005-0154	Randall Rd Randall Commons 6 Acre Parcel	05/10/2005	Major Access			DOTACK	03/25/2009		Open
TA-2008-0104	Randall Rd Randall Rose Sub. Signals	05/22/2008	Traffic Signal Improvements			DOTKEN	01/29/2009		Open



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TA-2008-0188	Randall Rd Red Light Running Randall/Fargo	10/09/2008	Right-of-Way Alteration			DOTKEN	04/01/2009		Open
TA-2008-0187	Randall Rd Red Light Running -Randall/Williamsburg	10/09/2008	Right-of-Way Alteration			DOTKEN	04/01/2009		Open
TA-2008-0100	Randall Rd Red Light Running Randall-38	05/19/2008	Right-of-Way Alteration			DOTKEN	04/01/2008		Open
TA-2006-0114	Randall Rd Sherman Hospital Intersection Impr.	05/15/2006	Right-of-Way Alteration		10/30/2009	DOTACK	03/20/2009		Open
TA-2006-0006	Randall Rd Wal Mart Shopping Center & Sam's Club	01/10/2006	Major Access Temp Const Access			DOTACK	09/04/2008		Open
TA-2008-0015	Russell Rd Falls of Plato Subdivision	01/23/2008	Subdivision Road Constructi...			DOTKEN	02/07/2008		Open
TA-2005-0046	Russell Rd Tail Oaks Subdivision	02/04/2005	Major Access Right-of-Way Alteration Temp Const Access	11/15/2007 05/15/2007		DOTACK	03/31/2009		Open
TA-2005-0063	Smith Rd Prairie Knoll Subdivision	02/22/2005	Subdivision Road Constructi...			DOTKEN	03/10/2008		Open



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8A

Date: April 27, 2009

Item: Implementation Report

Presenter / Sponsor: Manny Gomez

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Current Construction Projects

McLean Blvd. – Work on landscaping and punch list items will begin in late April or early May. These items should be completed in approximately 4 to 8 weeks.

Fabyan Parkway over Mill Creek, Bridge Replacement – Perennial plantings and punch list items are scheduled to be completed in late April or early May. After these items are done this project will be 100% complete.

Randall Road, Traffic Signal Interconnect – The contractor completed the remaining balance of the underground work including the conduit and fiber-optic cable this spring and will resume working on the cabinet modifications the first week of May. The project completion is scheduled for June 2009.

Stearns Road, Stage 1A (Dunham Road over the CC&P RR) – Work on punch list items will start the last week of April and should be done by the end of May. After these items are done this project will be 100% complete.

Stearns Road, Stage 1A (New Stearns Road over North Arm Brewster Creek) – Punch list items will start the last week of April and should be done by the end of May. After these items are done this project will be 100% complete.

Fabyan Parkway, Western Ave. to Kane/DuPage County Line, Traffic Signal Interconnect – The contractor is working on punch list items and has a target completion set for the end of May, 2009.

Stearns Road, Stage 4, Adaptive Management Plans – Completed the majority of building demolition and working on site clearing. Now focusing on grading and earth excavation for new embankment and detention facilities.

New Construction Projects for 2009

Stearns Road, Stage 4 – This contract for Stearns Road (McLean Boulevard and extends east to IL25) was advertised for the April 24, 2009 letting. Work is expected to begin in June 2009. The contract specifications call for all lanes to be open to the public by November 23, 2010. The following is a summary of proposed improvements:

- New roadway and pedestrian bridge over the Fox River
- New signalized intersection where Stearns Road will tee into IL Route 25
- 8800 feet of a new four lane roadway, constructed of 10" concrete pavement
- Storm sewers with curbs and gutters to drain the new pavement
- New multi-use path
- Realignment of Sugar Ridge Ditch east of McLean Blvd and construction of 3 new detention ponds

Stearns Road, Stages 2, 3 & 5 – These contracts for Stearns Road are scheduled for a June 12, 2009 IDOT letting with work anticipated starting in August 2009. The contract specifications call for all lanes to be open to the public by November 23, 2010. The following is a summary of proposed improvements in each stage:

Stage 5, Randall Road to McLean Boulevard

- Permanent traffic signal at the Randall/McDonald intersection
- New concrete pavement from Randall Road to McLean Blvd. to provide 2 thru lanes per direction
- Re-align Umbdenstock Road to tie into New Stearns Road
- Open drainage system with ditches and a detention pond
- Retaining wall at the southwest corner of New Stearns Road and McLean Blvd.

Stage 2, McLean Boulevard & IL Route 31

- Permanent traffic signal at the New Stearns Rd./McLean Blvd. intersection
- Permanent traffic signal at the McLean Blvd./IL Route 31 intersection
- New concrete pavement on McLean Blvd. from Lancaster Circle to IL Route 31
- Widening and resurfacing of IL Route 31 at McLean Blvd.
- Closed drainage system with curbs & gutters and new storm sewers
- Retaining walls along McLean Blvd.
- Replace existing bridge with new bridge that carries the CC&P RR over McLean Blvd.

Stage 3, IL Route 25/New Stearns Road/Dunham Road

- Permanent traffic signal at the IL Route 25/New Stearns Rd./Dunham Rd. intersection
- Permanent traffic signal at the IL Route 25/Gilbert Street intersection
- New concrete pavement on Stearns Road
- Widening and resurfacing along portions of IL Route 25
- New bridges at the East Branch of Brewster Creek
- Closed drainage system with curbs & gutters, new storm sewers, and storm water Detention Ponds
- New multi-use path and new underpasses for the multi-use path at Stearns Road and at IL25

Randall Road and Red Gate Road, Intersection Improvement – Utility companies started their work to adjust/relocate their facilities. Magellan Pipeline was the first company to start and recently relocated a high pressure petroleum line to the north side of Red Gate Road. Work by utility companies is scheduled to be complete by May, after which the roadway work will begin in early June. The project is scheduled to be complete by early October 2009.

Bliss Road at Merrill Road, Intersection Improvement – Work started the week of April 20th with utility relocations, pavement removal and tree removal. Bliss Road was closed and a posted detour advises motorists to use IL Route 47 and Main Street during the closure. Work is anticipated to be complete by November 2009.

2009 Annual Resurfacing Program – New asphalt wearing surface the following County Highways:

- Randall Road from US Route 20 to IL Route 72
- Fabyan Parkway from Main Street to Viking Drive
- Kirk Road from Wind Energy Drive to Wilson Street
- Russell Road from Plank Road to Verona Drive

Work on Kirk Road started the week of April 20th and is expected to continue for approximately 5 weeks. After work on Kirk Road is complete the Contractor will proceed to the next route which currently is Fabyan Parkway. The project has a completion date of August 2009.

2009 County Crack Sealing Program – This project will place crack sealing material on various county highways. Work should begin in June with completion by fall 2009.

2009 County Pavement Striping Programs – These programs cover placement of new water based paint, urethane and thermoplastic pavement markings on various County highways. Work should begin in June with completion by fall 2009.

Randall Road Interconnect (Orchard Rd. to Main St.) – This project will interconnect 2 signals along this section of Randall Road to allow implementation of timing progression to maximize capacity at signalized intersections. In addition two existing interconnect systems north and south of this job limits will be tied into this system allowing for a larger continuous interconnect and signal coordination. Work should begin in August 2009 with completion by spring 2010.

Bridge Projects

Bowes Road over Fitchie Creek – This project will replace the existing 65 year old structure with a new bridge structure. Construction is anticipated to start around June 2009 and will be complete in the fall of 2009.

Keslinger Road over Tributary to Mill Creek – This project will replace the existing 70 year old structure with a new bridge structure. Construction is anticipated to start around June 2009 and will be complete in the fall of 2009.

Randall Road over UP RR – This project involves painting the existing beams and structure steel in the sub-structure to ensure that the life of the bridge is extended to its maximum time period.

Design:

Anderson Road Extension from IL 38 to Keslinger Road – Phase I Engineering continues. At this time we anticipate receiving Phase I Design Approval in the spring of 2009.

Stearns Road, General Corridor Status

- *Stages 2, 3, & 5 Phase II Engineering* – The 100% complete plans, specifications and estimates were submitted to IDOT for processing to place these contracts on the June 12, 2009 letting.
- *Right of Way Status* – The County has successfully completed right of way acquisition for this corridor. The real estate closing for the last County parcel, parcel 1ST0150 (Grant property) took place on April 23rd.

List Attachments: None

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8B-1a&b

Date:

April 27, 2009

Item:

Resolution: Approving a Phase I Engineering Services Agreement with Bloom Companies, LLC. for Huntley Road at Galligan Road, Kane County Section No. 08-00112-00-CH
Resolution: Approving an Intergovernmental Agreement with the State of Illinois for Phase I Engineering for Huntley Road at Galligan Road, Kane County Section No. 08-00112-00-CH

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$137,103.66

Summary:

Staff has completed the consultant selection process using the current QBS Procedures and has negotiated a contract with Bloom Companies, LLC for Phase I Engineering for Huntley Road at Galligan Road. Construction will be funded with CMAQ (Congestion Mitigation Air Quality) funds.

The contract includes the following services:

- Making detailed surveys as necessary for planning and design of project.
- Project Development Report (PDR).
- Environmental planning documents as necessary.
- Prepare preliminary roadway plans and meet with KDOT and IDOT for site review of final horizontal geometry.
- Prepare traffic studies and counts; analyze accident data, and any special intersection studies that may be required to furnish data for the design of the proposed safety improvement.
- Surveys for any right of way acquisition and construction easements and the preparation of plats and legal descriptions and staking as required.
- Stakeholder coordination meetings as necessary.
- Assistance obtaining clearances from all regulatory agencies (permits) as required by the scope of proposed improvements.
- Obtaining Design Approval from the Illinois Department of Transportation.

The negotiated contract for Phase I services calls for compensation in the amount not to exceed \$137,103.66.

Also included is an Intergovernmental Agreement with IDOT which provides \$80,000 of Federal funds leaving the local County match at \$57,104.

List Attachments: Resolution, Agreements, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630)845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**APPROVING A PHASE I ENGINEERING SERVICES AGREEMENT
WITH BLOOM COMPANIES, LLC FOR
HUNTLEY ROAD AT GALLIGAN ROAD
KANE COUNTY SECTION NO. 08-00112-00-CH**

WHEREAS, Phase I Engineering services are needed for the proposed Huntley Road (Kane County Highway No. 30) at Galligan Road (Kane County Highway No. 6) intersection improvement (herein referred to as the "project"); and

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

WHEREAS, Bloom Companies, LLC, 600 West Fulton Street, Suite 701, Chicago, IL 60661 has experience and professional expertise in Phase I Engineering and is willing to perform the required services for an amount not to exceed One Hundred Thirty Seven Thousand One Hundred Three and 66/100 Dollars (\$137,103.66).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute a Phase I Engineering services agreement with Bloom Companies, LLC (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 One Hundred Thirty Seven Thousand One Hundred Three and 66/100 Dollars (\$137,103.66) from Transportation Sales Tax #305, Line Item #50140 (Engineering) to pay for said Phase I Engineering services with approximately \$80,000 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 May 12, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Vote _____

Abstentions _____

5HNTLYGLGNBLOOMPHI.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE I ENGINEERING FOR
HUNTLEY ROAD AT GALLIGAN ROAD
KANE COUNTY SECTION NO. 08-00112-00-CH**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, *et seq.* authorizes the County of Kane (County) and the 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 the Illinois Department of Transportation) desire to cooperate among themselves to accomplish the Phase I Engineering of intersection improvements on Kane County Highway No. 30 (Huntley Road) at Galligan Road (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase I Engineering for the Improvement at an estimated cost of \$137,104; 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 safe and efficient movement of traffic and shall 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 the agreement, with the County share estimated to be \$137,104.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the State of Illinois acting through the Illinois Department of Transportation for Phase I Engineering for the Improvement (a copy of which is on file with the County Clerk's Office).

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:


Yes _____

No _____

Voice _____

Abstentions _____

5HNTLYGLGNIDOT.4LH

Local Agency Kane County	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Bloom Companies, LLC.
County Kane				Address 600 W Fulton St.,
Section 08-00112-00-CH				City Chicago
Project No. CMM-9003 (200)				State IL
Job No. P-91-261-09				Zip Code 60661
Contact Name/Phone/E-mail Address Paul Holcomb, Chief of Design 630-406-7333 holcombpaul@co.kane.il.us				Contact Name/Phone/E-mail Address Michael Okrent (312) 876-9500 mokrent@bloomcos.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ 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 Huntley Road at Galligan Road Route CH 30 Length 2300 ft Structure No. n/a
Termini Intersection

Description Prepare Phase I engineering design, environmental coordination and Project Development Report for proposed improvements to the intersection of Huntley Road (C.H. 30) at Galligan Road (C.H. 6), including widening of intersection approaches to add separate turn lanes. See attached scope of work (Exhibit C) for detailed description of tasks included in this agreement.

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 545 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.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Bloom Companies, LLC.	39-1912223	\$137,103.66
Sub-Consultants:	TIN Number	Agreement Amount
American Survey & Engineering	36-3307274	\$51,444.61
Huff & Huff	36-3044842	\$7,086.08
Sub-Consultant Total:		\$58,530.69
Prime Consultant Total:		\$78,572.97
Total for all Work:		\$137,103.66

Executed by the LA:

County of Kane

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

John A. Cunningham, County Clerk

Title: Chairman, County Board

(SEAL)

Executed by the ENGINEER:

ATTEST:

Bloom Companies, LLC.

By: _____

By: _____

Title: _____

Title: _____

Route: _____
 Local Agency: Kane County
 (Municipality/Township/County)
 Section: 08-00112-00-CH
 Project: _____
 Job No.: _____

Overhead Rate (OH)	156.54	%
Complexity Factor (R)	0.00	
Calendar Days	545	

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"/>	

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Preliminary Design	Senior Associate	112	52.23	5850.29	9158.04			2164.61	17,172.94
Preliminary Design	Senior Engineer	218	42.02	9161.12	14340.82			3389.61	26,891.55
Preliminary Design	Project Engineer	230	30.29	6967.36	10906.71			2577.92	20,451.99
Preliminary Design	Engng Specialist	120	20.01	2401.1	3758.68			888.41	7,048.19
Survey						51444.61			51,444.61
Environmental						7086.08			7,086.08
In House DC							1758.30		1,758.30
Outside DC							5250.00		5,250.00
Totals		680		24 379.87	38 164.25	58 350.69	708.30	9 020.55	137 103.66


Name	Bloom Consultants, LLC
Address	600 W. Fulton St., Suite 701/ Chicago, IL 60661
Telephone	312-876-9500
TIN Number	39-1912223

Local Agency	Kane County
Section Number	08-00112-00-CH
Project Number	
Job Number	

[illegible]

Date

BLR 05610 (Rev. 9/06)

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Kane County Division of Transportation	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 08-00112-00-CH	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-261-09	CMM-9003(200)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LA** jointly propose to improve the designated location as described below. 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

Local Name Huntley Road Route CH30 Length 2300 feet
Termini at Galligan Road

Current Jurisdiction Kane County, Dundee Township Existing Structure No N/A

Project Description

Intersection Improvement (3-Legged) (herein after the "Improvement")

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	80,000	(*)		()	57,104	(BAL)	137,104
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 80,000		\$		\$ 57,104		\$ 137,104

*Maximum FHWA (STA) Participation 80% Not to Exceed \$80,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LA** 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.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the **LA** is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the **LA's** total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of **LA** Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---**LA's** Share _____ 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 LA 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 **LA** 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 **LA**, and **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 **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 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 department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract 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 **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'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 **LA** will pay to the **STATE**, an amount equal to the **LA**'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.
- (11) (Day Labor or Local Contracts) 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 this agreement is executed, the **LA** 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 this Agreement is executed, the **LA** 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 **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/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 in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA'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 **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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 **LA'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 **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the **LA** 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 **LA**;
- (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) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** 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 **LA** 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 **LA**'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 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.). In the absence of a USDOT – approved **LA** 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.
- (4) In cases where the **STATE** is reimbursing the **LA**, 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.
- (5) 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 Huntley Road at Galligan Road Intersection Improvement

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Karen McConnaughay

Title Chairman, County Board
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 36 600 6585

APPROVED

State of Illinois
Department of Transportation

Secretary of Transportation

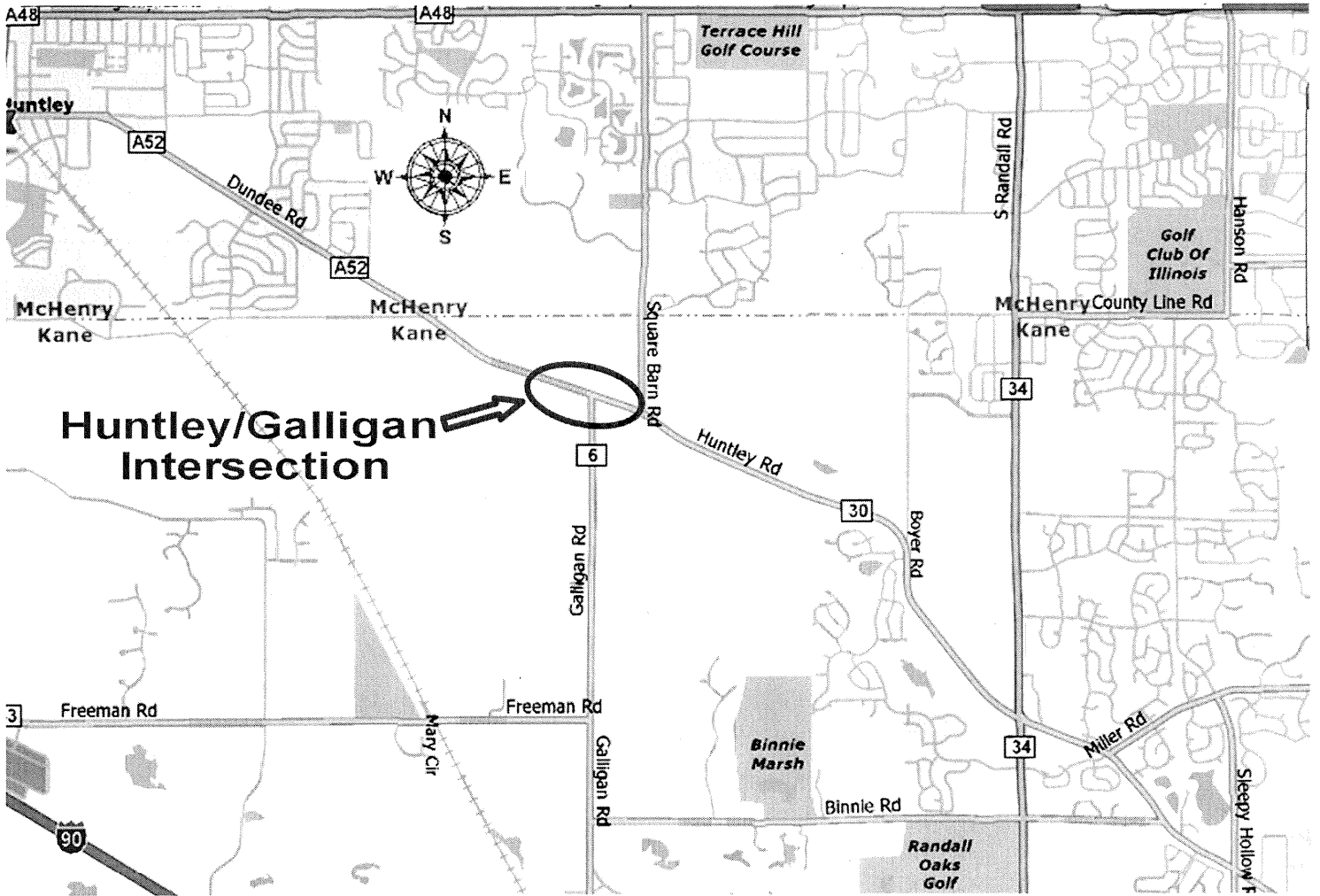
Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

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





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8B-2a

Date:

April 27, 2009

Item:

Resolution: Approving a Phase II Engineering Services Agreement with STV, Incorporated for Fabyan Parkway at Van Nortwick Avenue, Kane County Section No. 08-00370-00-SP

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$73,232.87

Summary:

Staff has completed the consultant selection process using current QBS Procedures and has negotiated a contract with STV, Incorporated for Phase II Engineering for Fabyan Parkway at Van Nortwick Avenue. Construction will be funded with HSIP (Highway Safety Improvement Project) funds.

The contract includes the following services:

- Preparation of contract plans, specifications and estimates
- Detailed surveys as necessary for final design of project
- Obtaining permits and approvals from regulatory agencies
- QC/QA
- Utility Coordination
- Coordination with Cities of Geneva and Batavia
- IDOT Coordination due to use of HSIP funds
- Phase III support

The negotiated contract for Phase II services calls for compensation in the amount not to exceed \$73,232.87.

List Attachments: Resolution, Phase II Agreement, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630)845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**APPROVING A PHASE II ENGINEERING SERVICES AGREEMENT
WITH STV, INC. FOR
FABYAN PARKWAY AT VAN NORTWICK AVENUE
KANE COUNTY SECTION NO. 08-00370-00-SP**

WHEREAS, Phase II Engineering services are needed for the proposed Fabyan Parkway (Kane County Highway No. 8) at Van Nortwick Avenue intersection improvement (herein referred to as the "project"); and

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

WHEREAS, STV, Inc., 200 West Monroe, Suite 1650, Chicago, IL 60606 has experience and professional expertise in Phase II Engineering and is willing to perform the required services for an amount not to exceed Seventy Three Thousand Two Hundred Thirty Two and 87/100 Dollars (\$73,232.87).

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 STV, 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 Seventy Three Thousand Two Hundred Thirty Two and 87/100 Dollars (\$73,232.87) from Local Option Fund #304, Line Item #50140 (Engineering) to pay for said Phase II Engineering services.

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?
304.520.524.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Vote _____

Abstentions _____

5FBYNNVNNRTWKSTVPHII.4LH

**AGREEMENT BETWEEN THE COUNTY OF KANE AND
STV, INCORPORATED FOR PHASE TWO ENGINEERING FOR
FABYAN PARKWAY AT VAN NORTWICK AVENUE
KANE COUNTY SECTION NO. 08-00370-00-SP**

PURCHASE ORDER #2009-

This AGREEMENT, made this 12th day of May 2009 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and STV, INCORPORATED a New York corporation authorized to do business in the State of Illinois and an Illinois Licensed Professional Engineering Company, with offices at 200 W. Monroe Street, Suite 1650 Chicago, IL 60606 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

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

WHEREAS, the COUNTY desires to improve Kane County Highway No. 8, (Fabyan Parkway) at Van Nortwick Avenue with intersection improvements, (hereinafter 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 perform Phase II engineering services for the IMPROVEMENT, (hereinafter referred to as the "PROJECT"); and,

WHEREAS, the CONSULTANT has experience and professional expertise in Phase II engineering services and is willing to perform said services for the PROJECT for an amount not to exceed Seventy Three Thousand Two Hundred Thirty Two and 87/100Dollars (\$73,232.87) 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 includes overhead and profit.
- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the exhibit(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 Seventy Three Thousand Two Hundred Thirty Two and 87/100 (73,232.87).
- 7.0 DELIVERABLES.
- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.
- 8.0 CONSULTANT'S INSURANCE
- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
- A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
 - D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.

E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. 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, materially changed, 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 a Best Key Rating Guide rating of A- or better and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence

- 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 or exceeds 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.

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.

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

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

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

B. Upon the 270th day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 270 calendar days during the periods from JUNE 2009 to MARCH 2010 as set forth on Exhibit A attached hereto.

15.2 In the event the required calendar days are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the 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, for any reason upon written notice to the CONSULTANT.

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

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

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire AGREEMENT 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
St. Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

STV, INCORPORATED
200 W. Monroe Street, Suite 1650
Chicago, IL 60010
Attn.: Jean-Alix Peralte, P.E., P.T.O.E., Vice President, Chief Civil Engineer

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

COUNTY OF KANE

STV, INCORPORATED

KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD

KEITH C. MACKENZIE, S.E., P.E.
VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

LINDA DANIS
EXECUTIVE SECRETARY

SCOPE OF WORK

Phase II

Fabyan Parkway/Van Nortwick Avenue Intersection Improvements

1. Data Collection, Compilation, Review and Evaluation
 - a.) Phase I report with files, calculations, working documents and correspondence
 - b.) As-built Plans (right-of-way, property lines, obtain and review data from Department)
 - c.) Utility Atlases not obtained in Phase I study (obtain and review data from ComEd, Ameritech, City of Batavia)
 - d.) Cross section survey and pick-up Surveying by Tecma Associates (See attached Scope)
 - e.) Analyze Geometric Elements (turn bay lengths, tapers, turning radii)
 - f.) Analyze Horizontal and Vertical Alignment (mainline/side street)
 - g.) Review meetings with IDOT and Kane County
2. Drainage Design
 - a.) Drainage Investigation and Design (Structure replacement and adjustment, pipe and culvert extension)
 - b.) Drainage Study Review
 - c.) Identify and Resolve Utility Conflicts
3. Geotechnical Studies by Great Lakes Soil and Environmental Consultants, Inc. (See attached Scope)
4. Preliminary Design
 - a.) Typical Sections
 - b.) Plan and Profile Sheets
 - c.) Pavement Marking
 - d.) Maintenance of Traffic Plans and Details
 - e.) Concept Estimate of Probable Construction Cost
 - f.) Review meeting with Kane County

5. Pre-final 95% Plan Preparation
 - a.) 95% Plans and Disposition of Preliminary Design plan comments
 - b.) Title Sheet
 - c.) General Notes, Index of Sheet, Highway Standards, Summary of Quantities
 - d.) Alignment and Ties, Bench Marks and Control Points
 - e.) Drainage, Utility and Grading Plans
 - f.) Erosion and Sediment Control
 - g.) Miscellaneous Details
 - h.) Cross Sections
 - i.) List of Applicable Special Provisions
 - j.) Specifications
 - k.) Pre-final Engineer's Estimate of Probable Construction Cost
6. Final 100% Plan Preparation
 - a.) 100% Plans and Disposition of 95% plan review comments
 - b.) Final Specifications
 - c.) Final Engineer's Estimate of Probable Construction Costs
7. Involvement During Construction
8. Stakeholder Coordination (local residents, Holmstad Retirement Community, 101 Batavia School District, 304 Geneva School District, US Postal Service, etc.)
9. Project Management and Administration
10. Quality Assurance and Control
11. Meetings

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME PRIME/SUPPLEMENT	STV., Inc Prime	DATE PSB NO.	04/15/09
CONTRACT TERM START DATE RAISE DATE	6 MONTHS 5/1/2009 7/1/2009	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	128.72% 0 3.00%

ESCALATION PER YEAR

5/1/2009 - 7/1/2009	7/2/2009 - 11/1/2009		
2	4		
6	6		

= 33.33%
= 1.0200
The total escalation for this project would be: 2.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

STV., Inc
Prime

DATE 04/15/09

ESCALATION FACTOR 2.00%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
P-VIII (PIC)	\$70.00		\$70.00	\$70.00
P-VIII (Project Manager)	\$70.00		\$70.00	\$70.00
P-VI (Project Engineer)	\$43.27		\$44.14	\$44.14
P-I (Junior Engineer)	\$23.17		\$23.63	\$23.63
AD-III (Admin. Assist.)	\$27.05		\$27.59	\$27.59
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
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			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00

DF-824-039
REV 12/04
04/15/09

STV, Inc	
Prime	
	OVERHEAD RATE
	COMPLEXITY FACTOR
	1.2872
	0

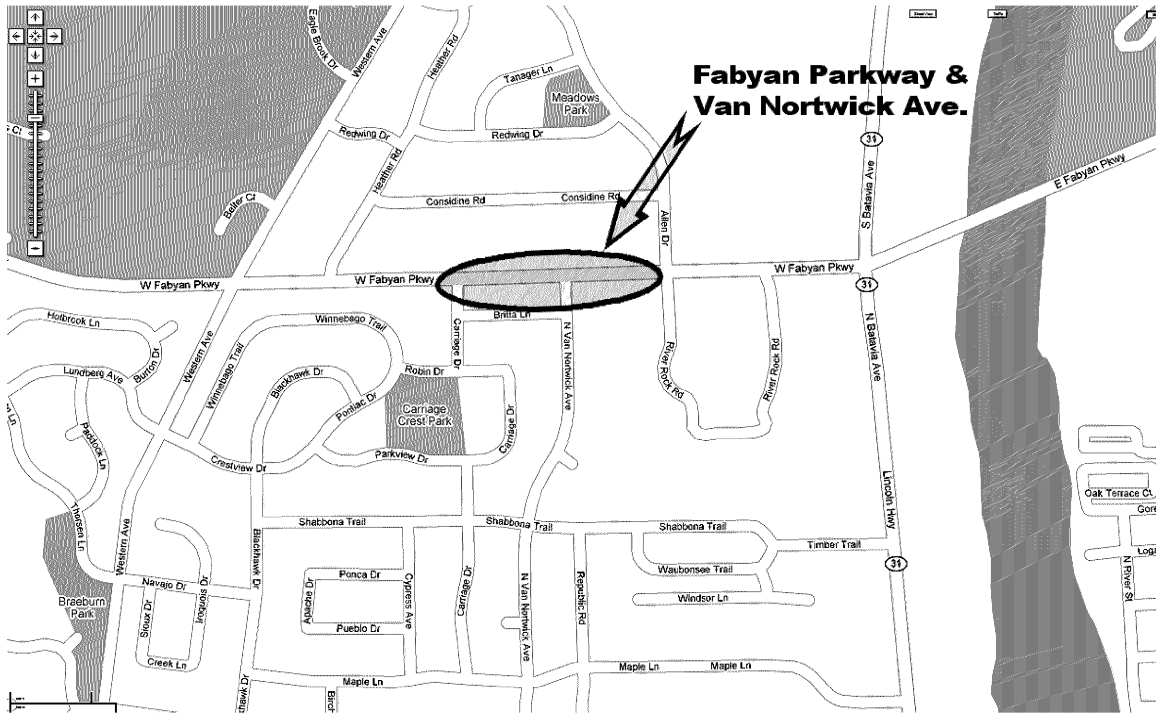
REV 12/04
04/15/09

DBE 0.00%

PREPARED BY THE AGREEMENTS UNIT

Location Map

Fabyan Parkway at Van Nortwick Ave.





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8B-3a

Date:

April 27, 2009

Item:

Resolution: Approving Amendment No. 1 to an Agreement With Patrick Engineering, Inc. for Final Design and Permitting Services, Plank Road at IL Route 47, Kane County Section No. 07-00356-00-CH

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source: N/A

Appropriation: \$22,123.55

Summary:

In May 2007 the County Board approved an engineering agreement with Patrick Engineering, Inc. for the Final Design of Plank Road at IL Route 47. Proposed improvements for this project call for new left turn lanes and a painted center median on Plank Road as well as enhancing geometrics on IL Route 47 by making existing turn lanes longer to accommodate traffic growth. The approved contract was for an amount not to exceed \$164,895. Since this project involves improvements on IL Route 47 the County obtained written notice from IDOT confirming their concurrence to fund 50% of the engineering.

Subsequent to the start of the engineering for this project IDOT made a request to investigate a flooding incident at a culvert under IL Route 47 at the southern limits of the project. The additional effort to analyze the culvert and determine the cause of the flooding is above and beyond the original scope and fee negotiated with Patrick Engineering. Since the additional work is being requested by IDOT staff agreed to bring this item forward for County Board approval subject to IDOT agreeing to fund the additional cost. IDOT agreed to this and written confirmation from IDOT was received confirming an increase in their funding participation by \$25,000 to cover the cost of this additional effort.

List Attachments: Resolution, Amendment to Engineering Agreement, IDOT Letter, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-_____

**APPROVING AMENDMENT NO. 1 TO AN AGREEMENT WITH PATRICK ENGINEERING, INC.
FOR FINAL DESIGN AND PERMITTING SERVICES
PLANK ROAD AT IL ROUTE 47
KANE COUNTY SECTION NO. 07-00356-00-CH**

WHEREAS, pursuant to Resolution No. 07-187, the Kane County Board previously appropriated One Hundred Sixty Four Thousand Eight Hundred Ninety Five Dollars (\$164,895.00) and entered into an agreement with Patrick Engineering for final design and permitting services for the intersection improvement at Kane County Highway No. 22 (Plank Road) and IL Route 47 (hereinafter the "Agreement"); and

WHEREAS, additional engineering and permitting services at a cost of \$22,123.55 are being required by the State of Illinois and were not anticipated in the original scope of the Agreement; and

WHEREAS, it is in the County's best interest to extend the upper limit of the Agreement by an additional Twenty Two Thousand One Hundred Twenty Three and 55/100 Dollars (\$22,123.55) from \$164,895 to \$187,018.55

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Chairman hereof is hereby authorized to execute Amendment No. 1 to the Agreement with Patrick Engineering, Inc. for the intersection improvement at Plank Road and IL Route 47 to complete final design and permitting.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the additional sum of Twenty Two Thousand One Hundred Twenty Three and 55/100 Dollars (\$22,123.55) for the additional services as set forth in the Amendment No. 1 from Impact Fees Fund #553, Line Item #50140 (Engineering) for a total appropriation not to exceed One Hundred Eighty Seven Thousand Eighteen and 55/100 Dollars (\$187,018.55).

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?
553.520.553.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes

No

Voice

Abstentions

5PLNK47PTRKAMND.4LH

**FIRST AMENDMENT TO AN AGREEMENT
BETWEEN THE COUNTY OF KANE AND PATRICK ENGINEERING INC. FOR FINAL
DESIGN AND PERMITTING SERVICES FOR THE IMPROVEMENT OF THE
INTERSECTION OF PLANK ROAD AT ILLINOIS ROUTE 47
KANE COUNTY SECTION NO. 07-00356-00-CH**

PURCHASE ORDER # 2009-

This First Amendment (hereinafter the "Amendment") is made this 14th day of April 2009 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and Patrick Engineering Inc, an Illinois corporation and licensed professional engineering firm, with offices at 4970 Varsity Drive, Lisle, Illinois 60532 (hereinafter referred to as the "CONSULTANT").

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 07-187, the COUNTY and the CONSULTANT entered into an agreement (herein after referred to as the "Agreement") for final design and permitting services for the improvement of the intersection of Plank Road at Illinois Route 47(hereinafter the "Project"); and

WHEREAS, additional engineering and permitting services are required for the Project at an additional cost of Twenty-Two Thousand One Hundred Twenty-Three Dollars and 55/100 (\$22,123.55) which were not anticipated in the original scope of the Agreement; and

WHEREAS it is in the COUNTY's best interest to extend the upper limit of the Agreement by an additional Twenty-Two Thousand One Hundred Twenty-Three Dollars and 55/100 (\$22,123.55) from \$164,895.00 to \$187,018.55.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein set forth, and the understandings of each party to the other, the parties do hereby mutually agree as follows:

1.0 RECITALS INCORPORATED

- 1.1. The foregoing preambles are incorporated into this Amendment as though fully set forth herein.

2.0 AGREEMENT REMAINS IN EFFECT

- 2.1 The previous Agreement remains in full force and effect except to the extent that the provisions of this Amendment conflict with the previous Agreement, in which case the provisions of this Amendment shall control.

3.0 SCOPE OF SERVICES

- 3.1 The Additional engineering services for the Project to be provided by the CONSULTANT under the terms of this Amendment shall be according to the specifications as set forth in Exhibit "A" hereof, which exhibit is incorporated herein and made a part hereof.

4.0 COMPENSATION

- 4.1 Compensation for the additional engineering services for the Project not included in the Agreement and provided for in this Amendment shall be increased by Twenty Two Thousand One Hundred Twenty Three Dollars and Fifty Five Cents (\$22,123.55) based upon the scope of work described in Exhibit "A" to this Amendment.
- 4.2 Total payments to the CONSULTANT under the terms of the Agreement and this Amendment shall not exceed \$187,018.55.

5.0 PROJECT SCHEDULE

- 5.1. The date of termination of the Agreement shall be December 31, 2010 unless otherwise extended by agreement of the CONSULTANT and the Kane County Engineer.

Save these provisions of Amendment, all other terms and conditions of the Agreement remain unchanged.

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

COUNTY OF KANE

PATRICK ENGINEERING INC.

Karen McConnaughay, Chairman
Kane County Board

Paul M. Lopez
Paul M. Lopez
Vice-President

ATTEST:

ATTEST:

John A. Cunningham
Kane County Clerk

Jarrod J. Cebulski
Jarrod J. Cebulski
Project Manager

**Supplement #1
100% IDOT
Scope and Budget**

Scope of Work

Additional Survey

A stream survey will be performed for the 48" culvert on the south leg and an abbreviated stream survey will be performed for the 30" culvert on the north leg. These surveys are required for the culvert analysis requested by IDOT.

Culvert Analysis

Patrick will perform a TR-20 analysis for the 30" culvert on the north leg, per IDOT's request. Only the level of work effort above that of a normal analysis is included in this supplement. Patrick will perform a TR-20 and HEC-RAS analysis for the 48" culvert on the south leg, per IDOT's request. The full analysis of this culvert is included in this supplement since this culvert is outside of the limits of roadway improvement along Illinois Route 47, as presently agreed to by IDOT. Patrick will coordinate these analyses with IDOT and prepare Major and Minor Waterway Crossing Reports, as appropriate, as part of this supplement. Please note that should it be found that the 48" culvert is hydraulically inadequate and that the roadway profile over the culvert does not satisfy freeboard requirements, additional effort beyond what is included in this supplement will likely be required.

COST ESTIMATE OF CONSULTANT SERVICES: PLANK ROAD @ IL ROUTE 47

Firm: Patrick Engineering Inc.

Route: Plank Road

Limits: at Illinois Route 47

County: Kane

Date: Apr 7, 09

D. L. Multiplier: 2.8

SUPPLEMENT 1

Item	Manhours (A)	Payroll * DLM (B)	Direct Costs (C)	Services by Others (D)	Total (B+C+D) (E)	% of Grand Total (F)
Survey	52	\$4,030.43	\$144.00		\$4,174.43	18.87%
Culvert Analysis	144	\$15,803.65	\$169.00		\$15,972.65	72.20%
Administration and Management	14	\$1,956.47	\$20.00		\$1,976.47	8.93%
TOTALS	210	\$21,790.55	\$333.00	\$0.00	\$22,123.55	100.00%

2008 AVERAGE HOURLY PROJECT RATES

ROUTE : Plank Road

LIMITS : At Illinois Route 47

COUNTY : Kane

DATE: 4/7/2009

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	SURVEY			CULVERT ANALYSIS			ADMIN/MGNT		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PRINCIPAL	\$69.32							5	36%	\$24.76
PROJECT MANAGER	\$52.66	4	8%	\$4.05	26	18%	\$9.51	5	36%	\$18.81
PROJECT ENG 3/4	\$44.51				32	22%	\$9.89			
PROJECT ENG 1/2	\$37.18				32	22%	\$8.26			
STAFF ENG 3	\$33.98				34	24%	\$8.02			
STAFF ENG 1	\$25.74									
CAD / TECH	\$25.28				20	14%	\$3.51			
PROJECT SURVEYOR	\$29.81	24	46%	\$13.76						
STAFF SURVEYOR	\$21.39	24	46%	\$9.87						
ADMIN ASSISTANT	\$22.21							4	29%	\$6.35
TOTALS		52	100.0%	\$27.68	144	100.0%	\$39.20	14	100.0%	\$49.91

PAYROLL CLASSIFICATION	AVG HOURLY RATES	SURVEY			CULVERT ANALYSIS			ADMIN/MGNT		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
PRINCIPAL	\$69.32							5	2%	\$1.65
PROJECT MANAGER	\$52.66							35	17%	\$8.78
PROJECT ENG 3/4	\$44.51							32	15%	\$6.78
PROJECT ENG 1/2	\$37.18							32	15%	\$5.67
STAFF ENG 3	\$33.98							34	16%	\$5.50
STAFF ENG 1	\$25.74									
CAD / TECH	\$25.28							20	10%	\$2.41
PROJECT SURVEYOR	\$29.81							24	11%	\$3.41
STAFF SURVEYOR	\$21.39							24	11%	\$2.44
ADMIN ASSISTANT	\$22.21							4	2%	\$0.42
TOTALS								210	100.0%	\$37.06

**Plank Road at Illinois Route 47
Overall Project Budget**

Payroll Classification	Billing Rate	Percent Participation
Principal	\$194.10	2%
Project Manager	\$147.45	17%
Project Engineer 3/4	\$124.63	15%
Project Engineer 1/2	\$104.10	15%
Staff Engineer 3	\$95.14	16%
Staff Engineer 1	\$72.07	0%
CAD/Tech	\$70.78	10%
Project Surveyor	\$83.47	11%
Staff Surveyor	\$59.89	11%
Admin Assistant	\$62.19	2%

Average Hourly Rate = \$103.76

Labor: 210 Hours @ \$83.59/Hour = \$21,791

Direct Costs:

Travel, Prints, Copies, Fees = \$333

Gandhi & Associates = \$0

TOTAL = \$22,124

PATRICK ENGINEERING INC.
Final Engineering Services
Plank Road at Illinois Route 47
Kane County Division of Transportation
Estimated Workhours

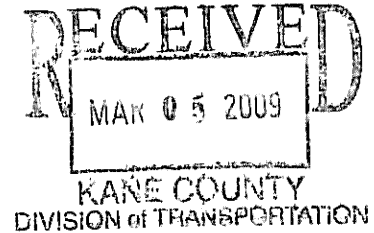
Page 1 of 1
Rundate: 4/7/2009

	Item		
1	Survey		
	Stream XS 48" Culvert 1,000 Feet South of Plank Road, (8 Cross Sections 300 feet wide)	24	
	Stream XS 30" Culvert 350 Feet North of Plank Road (4 Cross Sections 50 feet wide)	8	
	Download & Process Data	20	
		Subtotal	52
		Estimated Direct Cost =	\$144
	Travel (4 days @ \$36/day)		\$144
2	Culvert Analysis		
	Existing Conditions Analysis		
	30" Hydrologic Calculations (incremental additional for TR-20)	8	
	48" Hydrologic Calculations (TR-20)	16	
	48" Hydraulic Calculations (HEC-RAS)	44	
	Preparation of Submittal Materials	16	
	Preparation of Major and Minor Waterway Crossing Reports	48	
	Meeting and Correspondence with IDOT to discuss results (2 people x 6 hrs incl minutes)	12	
		Subtotal Workhours =	144
		Estimated Direct Cost =	\$169
	Materials and Reproduction		
	200 pages (8.5" x 11") @ \$0.10/page	\$20	
	50 pages (11" x 17") @ \$0.25/page	\$13	
	50 pages (24" x 36") @ \$2.00/page	\$100	
	Travel (1 day @ \$36/day)	\$36	
3	Administration and Management		
	Administration of Manpower, Budgeting, Scheduling, Progress Reports, Invoices	10	
	Quality Assurance and Quality Control for Work	4	
			14
		Subtotal	\$20
		Estimated Direct Cost =	
	Materials and Reproduction		
	50 sheets x 4 copies @ \$0.10/page	\$20	
	SUMMARY OF WORKHOURS AND DIRECT COSTS		
		Workhours	Direct Costs
1	Survey	52	\$144
2	Culvert Analysis	144	\$169
3	Administration and Management	14	\$20
	TOTALS	210	\$333



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois / 60196-1096
Telephone 847/705-4000



March 4, 2009

Mr. Carl Schoedel, P.E.
County Engineer/Director of Transportation
Kane County
Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Dear Mr. Schoedel:

This is in response to your letter of February 3, 2009 regarding the proposed improvement of the intersection of Illinois Route 47 and Plank Road.

Our financial commitment to this project will be increased to \$875,000, an increase of \$25,000, to cover the cost of the Phase I supplement necessitated by the additional investigation requested by our Hydraulics Section.

As stated in our letter dated March 27, 2007, our Department will reimburse the County in a lump sum payment as part of our Multi-Year Highway Improvement Program in the fiscal year that corresponds with the anticipated project letting or as soon afterwards as possible.

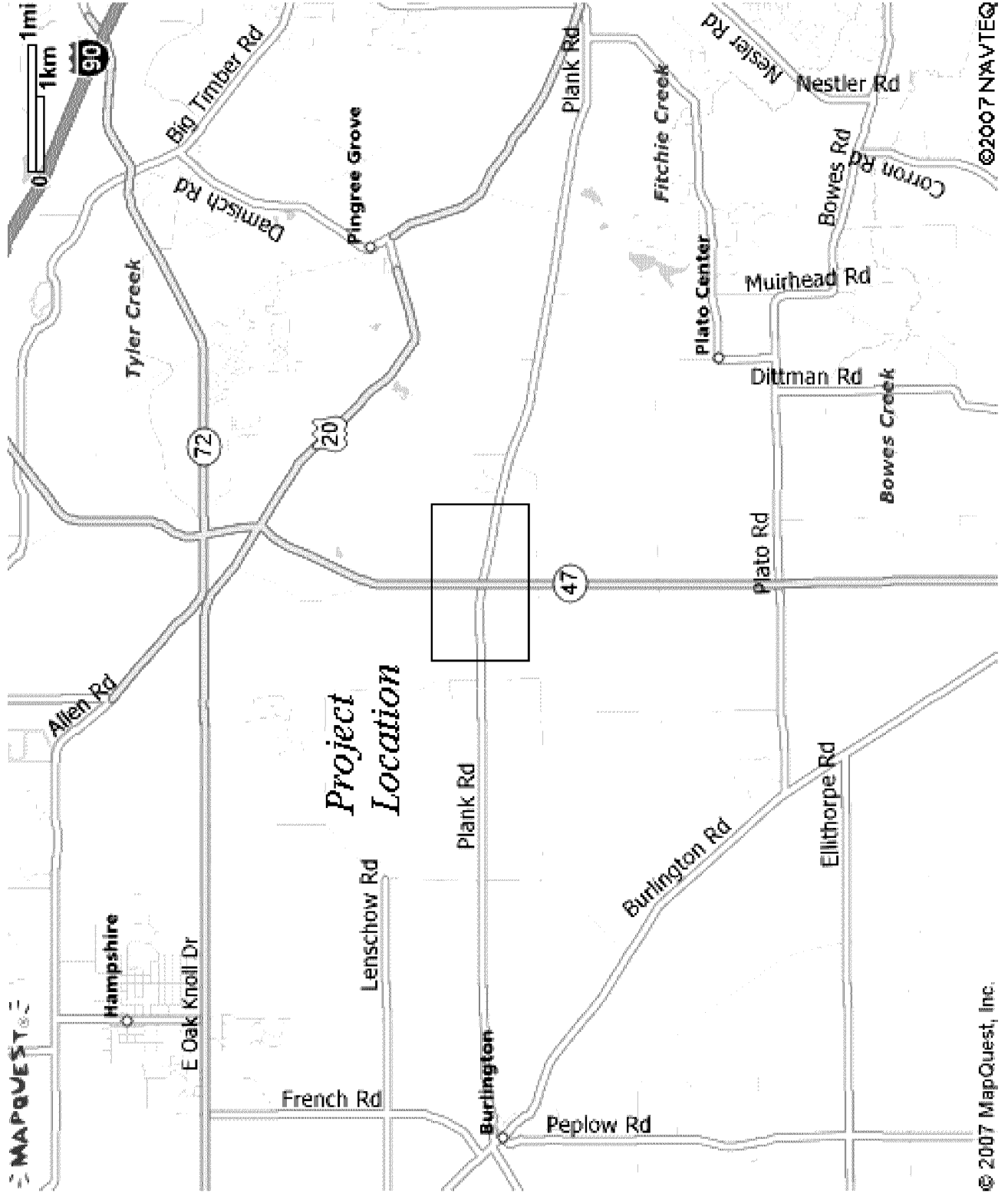
If you have any questions do not hesitate to contact me or Mr. Roger Valente, Area Programmer, at (847)705-4078.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Diane M. O'Keefe'.

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

Plank and Il-47 Intersection Improvements
Project Location Map





42°03'18.71" N 88°27'51.25" W

elev 964 ft

Oct 11, 2007

Eye alt 2618 ft



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-1

Date:

April 27, 2009

Item:

Resolution: Approving Contract for Construction for Stearns Road Bridge Corridor – Stage 4, McLean Boulevard to IL 25, Kane County Section No. 06-00214-20-BR

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$TBA

Summary:

On April 24, 2009 construction bids were opened at IDOT in Springfield for the Stearns Road Bridge Corridor Project, Stage 4, from McLean Blvd. to IL Route 25.

Proposed improvements for this stage of the Stearns Road Bridge Corridor Project include:

- A new roadway as well as a new pedestrian bridge over the Fox River
- New roadway constructed on 10" thick concrete pavement from McLean Blvd. to IL Route 25
- Curbs and gutters to catch pavement water runoff
- An enclosed drainage system with storm sewers
- Storm water detention ponds
- Pavement markings and minor landscaping
- A new traffic signal at the new intersection where Stearns Road ties into IL Route 25

Since the bids were opened the Friday prior to the April 2009 Transportation Committee meeting bid results were not readily available for review prior to today's meeting. (Staff will attempt to email Friday afternoon)

Today staff is providing you with the bid results and our recommendation for your consideration.

List Attachments: Resolution, Bid Results, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: Bid results presented for Committee review and consideration.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
STEARNS ROAD BRIDGE CORRIDOR – STAGE 4
STEARNS ROAD FROM MCLEAN BOULEVARD TO IL 25
KANE COUNTY SECTION NO. 06-00214-20-BR**

WHEREAS, the Illinois Department of Transportation (IDOT) has solicited and received bids for the work and construction described as:

KANE COUNTY SEC. NO. 06-00214-20-BR
STEARNS ROAD FROM MCLEAN BOULEVARD TO IL 25
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

_____, ILLINOIS
WITH A LOW BID OF
\$ _____

WHEREAS, pursuant to Kane County Resolution No. 09-56, Kane County previously entered into a Local Agency Agreement for Federal Participation in the Project with federal and state funds covering approximately ninety percent (90%) of the construction costs of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that there is hereby appropriated the sum of _____ Dollars (\$ _____) from County Highway Fund #300, Line Item #73010 (Bridge Construction) to pay IDOT for the County's share of the cost of the Project.

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?
300.520.520.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNSTRNS4MCL-IL25.4LH

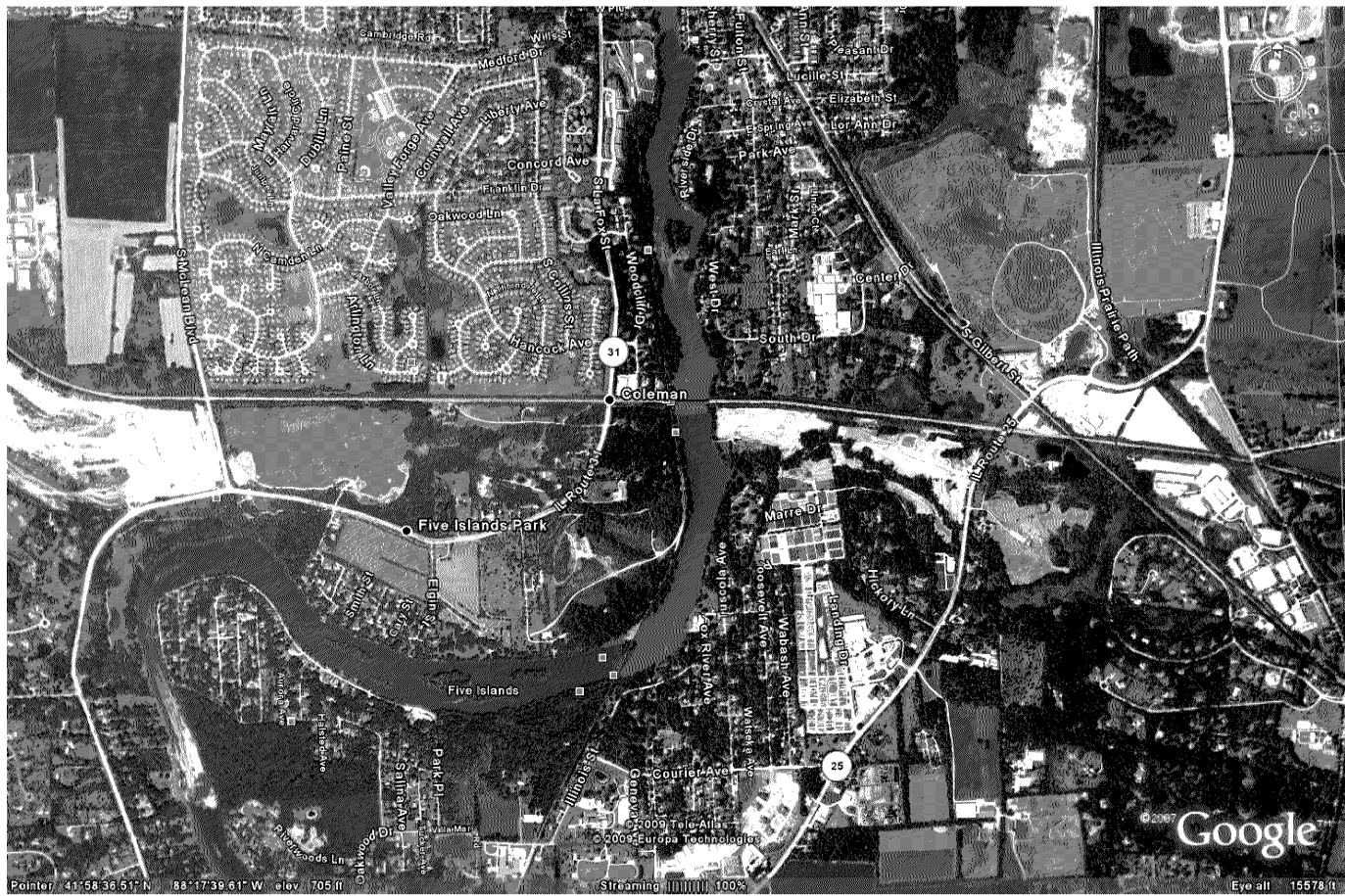
Stearns Road Bridge Corridor Project

Location Map

Stage 4 - Section: 06-00214-20-BR



Aerial Location Map-Stearns Contract 4





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-2a

Date:

April 27, 2009

Item:

Resolution: Approving a Phase III Engineering Services Agreement with SEC Group, Inc. for Bowes Road over Fitchie Creek Bridge, Kane County Section No. 02-00293-00-BR

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$78,359.85

Summary:

Staff has completed the consultant selection process using current QBS Procedures and has negotiated a contract with SEC Group to provide Phase III Construction Observation Services for the Bowes Road over Fitchie Creek Bridge Replacement Project.

This project will be built during the 2009 construction season with an estimated start in June 2009 and completion in August 2009.

The agreement will cover the standard construction observation services for a phase three project which are:

- Daily inspection and measurement of work and materials
- Project documentation
- Preparation of pay estimates
- Assisting businesses and the public with concerns during construction
- Daily inspection of traffic control
- Site photography and coordination of the project with the contractor and KDOT staff

This contract is for an estimated 803 man hours of work and for an amount not to exceed \$78,359.85 which is approximately 12.47% of the current construction contract of \$628,297.43.

List Attachments: Resolution, Agreement, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**APPROVING A PHASE III ENGINEERING SERVICES AGREEMENT
WITH SEC GROUP, INC. FOR
BOWES ROAD BRIDGE OVER FITCHIE CREEK
KANE COUNTY SECTION NO. 02-00293-00-BR**

WHEREAS, Phase III Engineering services are needed for replacement of the existing bridge on Bowes Road (Kane County Highway No. 17) over Fitchie Creek (hereinafter the "project"); and,

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

WHEREAS, SEC Group, Inc of 420 North Front Street, Suite 100, McHenry, IL 60050 has experience and professional expertise in Phase III Engineering services and is willing to perform the required services for an amount not to exceed Seventy Eight Thousand Three Hundred Fifty Nine and 85/100 Dollars (\$78,359.85).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an Agreement for Phase III Engineering services with SEC Group, Inc. (a copy of which is on file with the County Clerk's Office) for completion of Phase III Engineering for the project.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed total of Seventy Eight Thousand Three Hundred Fifty Nine and 85/100 Dollars (\$78,359.85) from Local Option Tax Fund #304, Line Item #50140 (Engineering) pay for said Phase III Engineering.

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?
304.520.524.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Vote _____

Abstentions _____

5BOWESPHIIISEC.4LH

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
SEC GROUP, INC. FOR THE
BOWES ROAD OVER FITCHIE CREEK STRUCTURE REPLACEMENT PROJECT
KANE COUNTY SECTION NO. 02-00293-00-BR**

PURCHASE ORDER #2009-_____

This AGREEMENT, made this 12th day of May 2009 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and SEC Group Inc, an Illinois licensed professional engineering firm, with offices at 420 North Front Street, Suite 100, McHenry, Illinois 60050 (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 replace an existing bridge located on Kane County Highway No. 17, also known as Bowes Road at its intersection with Fitchie Creek in Plato Center, Illinois (hereinafter referred to as the "PROJECT"); and,

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

WHEREAS, the CONSULTANT has experience and professional expertise in construction observation engineering services and is willing to perform said services for the PROJECT for an amount not to exceed Seventy Eight Thousand Three Hundred Fifty Nine Dollars and Eighty Five Cents (\$78,359.85),

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 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 includes overhead and profit.

- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.
- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total Agreement sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Seventy Eight Thousand Three Hundred Fifty Nine Dollars and Eighty Five Cents (\$78,359.85).

7.0 DELIVERABLES.

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

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) 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 (\$2,000,000.00).

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

A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;

B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;

C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,

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

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

- 9.5 Any contractor hired by the COUNTY to perform the construction work on the PROJECT shall be required to indemnify and hold harmless both the COUNTY and the CONSULTANT from claims, including but not limited to worker injury claims by including the following provision in the construction contract:

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the COUNTY, the CONSULTANT, and any sub-consultant and 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 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 tangible 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 contractor, a subcontractor, 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 contractor, a subcontractor, 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 contractor or a subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.6 That the COUNTY shall require the contractor to purchase an Owner's Policy in the name of the County of Kane and to name the CONSULTANT as additional insured on the contractor's general liability policy by including the following provision in the construction contract:

The contractor will obtain and maintain Commercial General Liability Insurance with broad form property damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The CONSULTANT will be named as additional insured on the Contractor's insurance policy. The additional insured endorsement included on the Contractor's policy will provide the following:

- a) That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
- b) That if the additional insureds 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 the company'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 the additional insured and the COUNTY.

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 or exceeds 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,

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

- 13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.
- 13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:
 - A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,
 - B. Upon the 202nd day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 202 calendar days during the periods from May 12, 2009 to November 30, 2009 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total

compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this Agreement.

- 15.3 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 by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT.
- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.
- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.
- 17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

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

19.0 SEVERABILITY.

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICE.

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

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

SEC Group, Inc.
420 North Front Street, Suite 100
McHenry, Illinois 60050
Attn: Jason Poppen

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

COUNTY OF KANE

SEC GROUP, INC.

KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD

By: Jason Poppen
VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

By: Andrew Mrowicki
PROJECT MANAGER

EXHIBIT A

Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT of Contractor's construction staking activities.
 - vi. Preparation and submission to the DEPARTMENT in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the DEPARTMENT.
 - 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 DEPARTMENT at the time of final payment.
 - ix. To prepare for and provide materials as directed by the DEPARTMENT for and attend the Pre-Construction Conference, and provide meeting minutes to the DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT without cost and without restriction or limitation as to their use.
 - xii. To submit to the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.
- b. (X) Coordinate, furnish or cause to be furnished:
- i. Proportioning and testing of concrete mixtures in accordance with the “Manual of Instructions for Concrete Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - ii. Proportioning and testing of bituminous mixtures in accordance with the “Manual of instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - iii. All compaction tests as required by the specifications or as directed by the DEPARTMENT 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 DEPARTMENT in accordance with the policies of the said DEPARTMENT.

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

The following **Guidelines for Construction Procedures** has 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 **Kane County Division of Transportation's** policies and procedures for construction supervision. This outline is a generalized list of policies and procedures mostly based on the **Illinois Department of Transportation 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 provided by the consultant, who from this point on shall be referred to, as the **Resident** along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the **Kane County Division of Transportation (K.D.O.T.)** Construction Section Chief or his Supervising Field Engineer (CC). 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. He/she 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 **K.D.O.T. (CC)** for guidance. The **Resident** also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The **Resident** shall be the **K.D.O.T.** 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)

I. Various Other Items

2. **MEETINGS**

Prior to the start of construction, the **K.D.O.T.** 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 **K.D.O.T.** 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 **K.D.O.T.** 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 **K.D.O.T.** no later than 7 days after the date of the coordination meeting.

3. **DOCUMENTATION**

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

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

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. The local agency's (**K.D.O.T.**) 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. Itemized accounting of all equipment used, manpower and materials used should be carefully measured and documented for possible later reference.
 - xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services. The number of staff as well as the hours worked and location should be carefully documented if possible.
 - xiii. Length and cause of any delay as well as information related to the resolution of the 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 (I.D.R.):** 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 **K.D.O.T.** Completed I.D.R. 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 I.D.R. 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. I.D.O.T. form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar **K.D.O.T.** Quantity Book Form shall be used for all other projects. The **K.D.O.T.** Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the **K.D.O.T.** 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 the local agency (**K.D.O.T.**) 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 I.D.R.
 - ii. Permanent survey records, layout checks, cross-sections
 - iii. P.C.C. paving summary
 - iv. Bituminous concrete paving summary
 - v. Pile driving records
 - vi. Depth checks (P.C.C. 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 the local agency's (**K.D.O.T.**) 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. I.D.O.T. form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall marked c.c. for:
- i. Contractor
 - ii. Project file (**K.D.O.T.**)
 - iii. Resident's file

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 the **K.D.O.T.** The **K.D.O.T.** shall determine the appropriate course of action. Payment for extra work shall be classified as either an Agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The **Resident** shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the **K.D.O.T.** shall review it. If the Agreed Unit Price letter is found acceptable, an approval letter and notice proceed shall be sent to the Contractor. Once an Agreed Unit Price has been approved, the Resident shall prepare the appropriate Change Order form and submit it to the **K.D.O.T.**

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 **K.D.O.T.**

The Resident shall document this work daily by using I.D.O.T. form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

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

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to the **K.D.O.T.** for approval, and Change Order processing.

Once K.D.O.T. and/or I.D.O.T. (Bureau of Construction) 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 I.D.O.T. form BC-22 (for projects using Federal funds) or a **K.D.O.T.** Change Order form. The **K.D.O.T.** Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the **K.D.O.T.**

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 the **K.D.O.T.**

The pay estimate form for projects using Federal funds shall be received from I.D.O.T. (Bureau of Construction – FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form, and return it to I.D.O.T. (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to the **K.D.O.T.** for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the **K.D.O.T.**

The Resident shall then submit the pay estimate to the **K.D.O.T.** for review and processing of payment.

6. **INSPECTION MATERIAL**

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of **Consultant** and shall be assigned by the **K.D.O.T.** 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 I.D.O.T. Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or the **K.D.O.T.**

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 **K.D.O.T.** 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 I.D.O.T. (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 the agency (**K.D.O.T.**) 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 the **K.D.O.T.** that the agency (**K.D.O.T.**) 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 the **K.D.O.T.** The **K.D.O.T.** will review the Resident's calculations to determine which items to include on I.D.O.T. form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to the **K.D.O.T.** before any construction work has begun.

8. **CONSTRUCTION LAYOUT VERIFICATION**

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persist, the Resident shall notify the **K.D.O.T.** 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 twice a day, preferably at the beginning and end of the work day, when the Contractor is working and once a day when is the Contractor not working. 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 immediately of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting
- e. Pavement damage or potholes within the construction zone.
- f. Other project related concerns that may present a hazard to the motoring public and/or pedestrians

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary. Night inspection of Traffic control will be conducted per current IDOT frequency and standards.

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 the **K.D.O.T.** 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, I.D.O.T. representative, controller manufacturer's technician (Traffic Signals) and the **K.D.O.T.**
- 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, **K.D.O.T.**, and any local agency (Municipal, County, 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 the **K.D.O.T.** 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 the **K.D.O.T.** to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and **K.D.O.T.**, 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 the **K.D.O.T.** 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 the **K.D.O.T.** The **Resident** shall also prepare and submit to the **K.D.O.T.** 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 the **K.D.O.T.**

Once the Engineer's Final Pay Estimate is submitted to I.D.O.T. 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 the **K.D.O.T.** 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**

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to **K.D.O.T.** for their records. The record drawings shall consist of a 24"x 36" size set of project plans that have all changes and additions shown in red ink as well as a CD of scanned record plans in PDF format or in a format as otherwise directed by the COUNTY.

EXHIBIT B
COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM
PSB
PRIMEA

SEC Group, Inc.

DATE 04/15/09

OVERHEAD RATE	1.6373
COMPLEXITY FACTOR	0

[illegible]

DBE 0.00%

DBE

PREPARED BY THE AGREEMENTS UNIT

EXHIBIT B

DF-824-039
REV 12/04

PAYROLL RATES

FIRM NAME SEC Group, Inc. DATE 04/15/09
PRIME/SUPPLEMENT _____
PSB NO. _____

ESCALATION FACTOR #NUM!

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
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Principal	\$70.00	\$70.00
Associate/Director	\$59.70	\$59.70
Surveyor II	\$21.24	\$21.24
Construction Engineer III	\$29.59	\$29.59
Administrative Assistant	\$22.33	\$22.33

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EXHIBIT B

Direct Costs

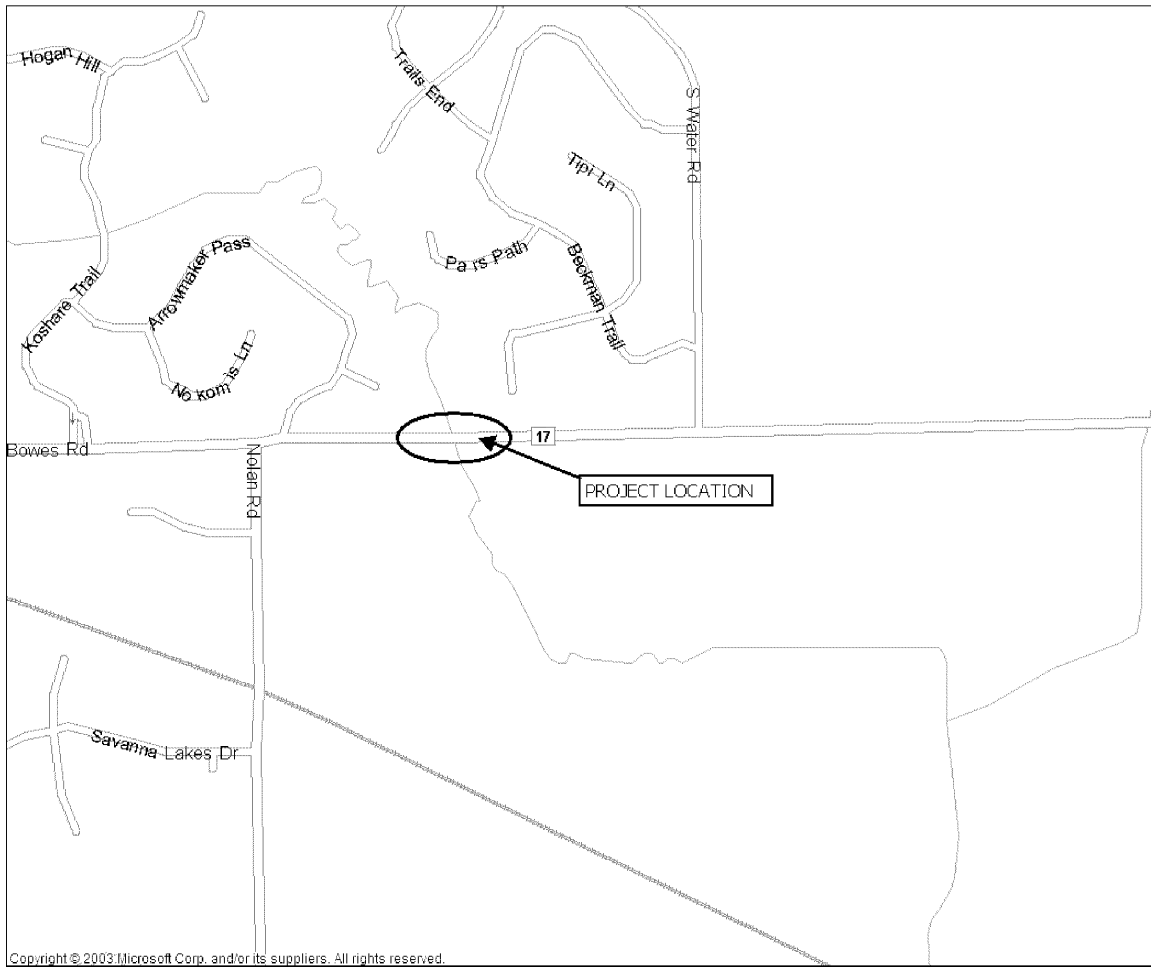
Bowes Road over Fitchie Creek

Mileage: 58 mi/rd trip x 96 trips x \$.505/mi = \$2811.34

Postage = \$20.00 allotment

Total = \$2831.84

BOWES ROAD OVER FITCHIE CREEK BRIDGE PROJECT LOCATION
SECTION NUMBER-02-00293-00-BR



Aerial Location Map- Bowes over Fitchie Creek Bridge





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-3a & b

Date:

April 27, 2009

Item:

Resolution: Approving Contract for Construction for Keslinger Road over LaFox Tributary of Mill Creek, Kane County Section No. 07-00363-00-BR
Resolution: Approving a Phase III Engineering Services Agreement with CMT, Inc. for Keslinger Road over LaFox Tributary of Mill Creek, Kane County Section No. 07-00363-00-BR

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$1,783,483.80 – Construction
\$99,310.32 – E3 Services

Summary:

Contract for Construction

A bid opening was held on April 21, 2009 at the Division of Transportation office for the Keslinger Road over LaFox Tributary to Mill Creek Bridge replacement contract. Work in this contract calls for the replacement of the existing 70 year old bridge with a new single span, precast concrete arch-type bridge structure.

Attached is the bid tabulation along with a location map for this contract.

The low bidder and proposed contract amount for the project is as follows:

Plote Construction, Inc. of Hoffman Estates, Illinois in the amount of \$1,783,483.80.

This amount was 2.09% under the Engineer's Estimate of \$1,821,487.70.

Phase III Engineering Services Agreement

Using current QBS Procedures staff has negotiated a contract with Crawford, Murphy and Tilly, Inc (CMT) to provide Phase III Construction Observation Services for the Keslinger Road over LaFox Tributary to Mill Creek Bridge Replacement Project.

This project will be built during the 2009 construction season with an estimated start in June 2009 and completion in November 2009.

The agreement will cover the standard construction observation services for a phase three project which are:

- Daily inspection and measurement of work and materials
- Project documentation
- Preparation of pay estimates
- Assisting businesses and the public with concerns during construction
- Daily inspection of traffic control
- Site photography and coordination of the project with the contractor and KDOT staff

This contract is for an estimated 950 man hours with an amount not to exceed \$99,310.32, which is approximately 9.0% of the current estimated construction cost of \$1,100,000.00.

List Attachments: Resolution, Bid Tab, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**APPROVING CONTRACT FOR CONSTRUCTION
KESLINGER ROAD OVER LAFOX TRIBUTARY TO MILL CREEK
KANE COUNTY SECTION NO. 07-00363-00-BR**

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

**KANE COUNTY SECTION NO. 07-00363-00-BR
KESLINGER ROAD OVER LAFOX TRIBUTARY TO MILL CREEK
(hereinafter the "Project")**

WHEREAS, the lowest responsible bidder for the Project is:

**PLOTE CONSTRUCTION, INC. OF HOFFMAN ESTATES, ILLINOIS
With A Low Bid Of
\$1,783,483.80**

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 the sum of One Million Seven Hundred Eighty Three Thousand Four Hundred EightyThree and 80/100 Dollars (\$1,783,483.80) from Motor Fuel Tax Fund #304, Line Item #73010 (Bridge Construction).

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?
304.520.524.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

5APCNKSLNGRMLLCRKTRIB.4LH

KANE COUNTY DIVISION OF TRANSPORTATION
BID TAB

TOWNSHIP
COUNTY KANE
SECTION 07-00363-00-BR

KESLINGER RD over LAFOX TRIB to MILL CREEK BRIDGE

ITEM #	ITEMS	ENGINEERS ESTIMATE				Plote Construction Inc.		Martam Construction, Inc		
		DATE: April 21, 2009	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)		UNIT	90	\$21.00	\$1,890.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)		UNIT	54	\$28.00	\$1,512.00	\$30.00	\$1,620.00	\$20.00	\$1,080.00
3	EARTH EXCAVATION		CU YD	5172	\$20.00	\$103,440.00	\$23.00	\$118,956.00	\$26.00	\$134,472.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL		CU YD	1664	\$18.00	\$29,952.00	\$23.00	\$38,272.00	\$26.00	\$43,264.00
5	POROUS GRANULAR EMBANKMENT		CU YD	73	\$60.00	\$4,380.00	\$90.00	\$6,570.00	\$62.00	\$4,526.00
6	TRENCH BACKFILL		CU YD	794	\$30.00	\$23,820.00	\$35.75	\$28,385.50	\$36.00	\$28,584.00
7	TOPSOIL EXCAVATION AND PLACEMENT		CU YD	1098	\$10.00	\$10,980.00	\$15.00	\$16,470.00	\$16.00	\$17,568.00
8	TOPSOIL FURNISH AND PLACE, 6"		SQ YD	12320	\$3.25	\$40,040.00	\$3.50	\$43,120.00	\$4.00	\$49,280.00
9	EXPLORATION TRENCH 52" DEPTH		FOOT	834	\$15.00	\$12,510.00	\$12.75	\$10,633.50	\$10.00	\$8,340.00
10	SEEDING, CLASS 2A		ACRE	2.5	\$1,500.00	\$3,750.00	\$1,850.00	\$4,625.00	\$1,800.00	\$4,500.00
11	SEEDING, CLASS 4B		ACRE	0.25	\$3,500.00	\$875.00	\$3,650.00	\$912.50	\$6,000.00	\$1,500.00
12	NITROGEN FERTILIZER NUTRIENT		POUND	230	\$1.50	\$345.00	\$2.00	\$460.00	\$2.00	\$460.00
13	PHOSPHORUS FERTILIZER NUTRIENT		POUND	230	\$1.50	\$345.00	\$2.00	\$460.00	\$2.00	\$460.00
14	POTASSIUM FERTILIZER NUTRIENT		POUND	230	\$1.50	\$345.00	\$2.00	\$460.00	\$2.00	\$460.00
15	TEMPORARY EROSION CONTROL SEEDING		POUND	331	\$5.00	\$1,655.00	\$10.00	\$3,310.00	\$8.00	\$2,648.00
16	TEMPORARY DITCH CHECKS		EACH	39	\$150.00	\$5,850.00	\$150.00	\$5,850.00	\$150.00	\$5,850.00
17	PERIMETER EROSION BARRIER		FOOT	5583	\$2.50	\$13,957.50	\$2.00	\$11,166.00	\$2.00	\$11,166.00
18	INLET AND PIPE PROTECTION		EACH	7	\$140.00	\$980.00	\$150.00	\$1,050.00	\$180.00	\$1,260.00
19	STONE RIPRAP, CLASS A4		SQ YD	11	\$50.00	\$550.00	\$87.85	\$966.35	\$130.00	\$1,430.00
20	FILTER FABRIC		SQ YD	11	\$10.00	\$110.00	\$39.55	\$435.05	\$10.00	\$110.00
21	AGGREGATE BASE COURSE, TYPE B 6"		SQ YD	2683	\$9.00	\$24,147.00	\$10.50	\$28,171.50	\$7.00	\$18,781.00
22	BITUMINOUS MATERIALS (PRIME COAT)		GALLON	3719	\$1.20	\$4,462.80	\$1.00	\$3,719.00	\$0.10	\$371.90
23	LEVELING BINDER (MACHINE METHOD), N70		TON	5	\$125.00	\$625.00	\$225.00	\$1,125.00	\$220.00	\$1,100.00
24	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT		SQ YD	72	\$15.00	\$1,080.00	\$15.00	\$1,080.00	\$22.00	\$1,584.00
25	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70		TON	3628	\$70.00	\$253,960.00	\$60.00	\$217,680.00	\$60.00	\$217,680.00
26	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70		TON	1035	\$82.00	\$84,870.00	\$74.00	\$76,590.00	\$74.00	\$76,590.00
27	PAVEMENT REMOVAL		SQ YD	3135	\$10.00	\$31,350.00	\$6.00	\$18,810.00	\$10.00	\$31,350.00
28	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH		SQ YD	3701	\$4.00	\$14,804.00	\$3.40	\$12,583.40	\$4.00	\$14,804.00
29	DRIVEWAY PAVEMENT REMOVAL		SQ YD	44	\$10.00	\$440.00	\$6.00	\$264.00	\$12.00	\$528.00
30	COMBINATION CURB AND GUTTER REMOVAL		FOOT	95	\$6.00	\$570.00	\$7.00	\$665.00	\$6.00	\$570.00
31	BITUMINOUS CONCRETE SHOULDER REMOVAL		SQ YD	1030	\$10.00	\$10,300.00	\$14.00	\$14,420.00	\$10.00	\$10,300.00
32	AGGREGATE SHOULDERS, TYPE A 8"		SQ YD	95	\$24.00	\$2,280.00	\$24.00	\$2,280.00	\$16.00	\$1,520.00
33	HOT-MIX ASPHALT SHOULDERS, 8"		SQ YD	2487	\$28.00	\$69,636.00	\$29.00	\$72,123.00	\$28.00	\$69,636.00
34	REMOVAL OF EXISTING STRUCTURES		L SUM	1	\$45,000.00	\$45,000.00	\$19,000.00	\$19,000.00	\$40,000.00	\$40,000.00
35	PIPE CULVERT REMOVAL		FOOT	113	\$15.00	\$1,695.00	\$9.55	\$1,079.15	\$10.00	\$1,130.00
36	STEEL RAILING, TYPE SM		FOOT	60	\$175.00	\$10,500.00	\$155.00	\$9,300.00	\$210.00	\$12,600.00
37	NAME PLATES		EACH	1	\$500.00	\$500.00	\$450.00	\$450.00	\$600.00	\$600.00
38	PRECAST REINFORCED CONCRETE FLARED END SECTION		EACH	1	\$500.00	\$500.00	\$703.00	\$703.00	\$500.00	\$500.00
39	PRECAST REINFORCED CONCRETE FLARED END SECTION		EACH	5	\$600.00	\$3,000.00	\$790.00	\$3,950.00	\$550.00	\$2,750.00
40	GRATING FOR CONCRETE FLARED END SECTION 18"		EACH	2	\$400.00	\$800.00	\$493.00	\$986.00	\$300.00	\$600.00
41	STORM SEWERS, TYPE 1, REINFORCED CONCRETE CULVERT		FOOT	160	\$50.00	\$8,000.00	\$30.25	\$4,840.00	\$42.00	\$6,720.00
42	STORM SEWERS, TYPE 1, REINFORCED CONCRETE CULVERT		FOOT	383	\$50.00	\$19,150.00	\$31.60	\$12,102.80	\$45.00	\$17,235.00
43	STORM SEWERS, TYPE 1, REINFORCED CONCRETE CULVERT		FOOT	478	\$40.00	\$19,120.00	\$35.90	\$17,160.20	\$52.00	\$24,856.00
44	STORM SEWERS, TYPE 2, REINFORCED CONCRETE CULVERT		FOOT	214	\$40.00	\$8,560.00	\$36.00	\$7,704.00	\$58.00	\$12,412.00
45	STORM SEWER REMOVAL 12"		FOOT	10	\$10.00	\$100.00	\$22.55	\$225.50	\$10.00	\$100.00
46	STORM SEWER REMOVAL 18"		FOOT	628	\$16.00	\$10,048.00	\$8.85	\$5,567.80	\$10.00	\$6,280.00
47	PIPE DRAINS 10"		FOOT	10	\$25.00	\$250.00	\$49.65	\$496.50	\$50.00	\$500.00
48	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE		EACH	1	\$2,200.00	\$2,200.00	\$2,058.00	\$2,058.00	\$2,400.00	\$2,400.00
49	CATCH BASINS, TYPE C, TYPE 8 GRATE		EACH	1	\$2,200.00	\$2,200.00	\$1,189.00	\$1,189.00	\$1,400.00	\$1,400.00
50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSURE		EACH	3	\$2,200.00	\$6,600.00	\$2,158.00	\$6,474.00	\$2,600.00	\$7,800.00
51	INLETS, TYPE A, TYPE 8 GRATE		EACH	1	\$800.00	\$800.00	\$1,321.90	\$1,321.90	\$1,000.00	\$1,000.00
52	REMOVING MANHOLES		EACH	4	\$500.00	\$2,000.00	\$121.00	\$484.00	\$500.00	\$2,000.00
53	REMOVING INLETS		EACH	1	\$300.00	\$300.00	\$121.00	\$121.00	\$200.00	\$200.00
54	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6		FOOT	182	\$15.00	\$2,730.00	\$30.00	\$5,460.00	\$22.00	\$4,004.00
55	MISCELLANEOUS CONCRETE		CU YD	2	\$500.00	\$1,000.00	\$2,200.00	\$4,400.00	\$800.00	\$1,600.00
56	STORM SEWERS PROTECTED, CLASS A, 8"		FOOT	232	\$34.00	\$7,888.00	\$39.30	\$9,117.60	\$48.00	\$11,136.00
57	FIELD TILE JUNCTION VAULTS, 2' DIA.		EACH	4	\$1,000.00	\$4,000.00	\$1,272.00	\$5,088.00	\$900.00	\$3,600.00
58	FIELD TILE JUNCTION VAULTS, 3' DIA.		EACH	2	\$1,200.00	\$2,400.00	\$1,476.00	\$2,952.00	\$1,300.00	\$2,600.00
59	STEEL PLATE BEAM GUARD RAIL, TYPE A		FOOT	550	\$21.00	\$11,550.00	\$19.45	\$10,697.50	\$22.00	\$12,100.00
60	TRAFFIC BARRIER TERMINAL, TYPE 6A		EACH	4	\$3,200.00	\$12,800.00	\$2,600.00	\$10,400.00	\$2,900.00	\$11,600.00
61	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENTIAL		EACH	4	\$2,550.00	\$10,200.00	\$2,180.00	\$8,720.00	\$2,400.00	\$9,600.00
62	GUARDRAIL REMOVAL		FOOT	252	\$7.00	\$1,764.00	\$3.65	\$919.80	\$5.00	\$1,260.00
63	FURNISHING AND ERECTING RIGHT-OF-WAY MARKERS		EACH	3	\$350.00	\$1,050.00	\$295.00	\$885.00	\$700.00	\$2,100.00
64	MOBILIZATION		L SUM	1	\$30,000.00	\$30,000.00	\$77,200.00	\$77,200.00	\$90,000.00	\$90,000.00
65	SIGN PANEL - TYPE 1		SQ FT	23	\$25.00	\$575.00	\$12.95	\$297.85	\$25.00	\$575.00
66	METAL POST - TYPE A		FOOT	23.5	\$13.00	\$305.50	\$5.00	\$117.50	\$20.00	\$470.00
67	METAL POST - TYPE B		FOOT	25	\$10.00	\$250.00	\$5.00	\$125.00	\$22.00	\$550.00
68	EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS		SQ FT	292	\$4.00	\$1,168.00	\$4.00	\$1,168.00	\$6.00	\$1,752.00
69	EPOXY PAVEMENT MARKING - LINE 4"		FOOT	10044	\$1.00	\$10,044.00	\$0.52	\$5,222.88	\$0.80	\$8,035.20
70	EPOXY PAVEMENT MARKING - LINE 6"		FOOT	1133	\$0.80	\$906.40	\$0.95	\$1,076.35	\$1.40	\$1,586.20
71	EPOXY PAVEMENT MARKING - LINE 12"		FOOT	143	\$1.50	\$214.50	\$1.90	\$271.70	\$2.60	\$371.80
72	EPOXY PAVEMENT MARKING - LINE 24"		FOOT	50	\$5.00	\$250.00	\$4.00	\$200.00	\$6.00	\$300.00
73	TERMINAL MARKER - DIRECT APPLIED		EACH	4	\$40.00	\$160.00	\$35.00	\$140.00	\$40.00	\$160.00
74	PRECAST CONCRETE SUBSTRUCTURE		L SUM	1	\$45,000.00	\$45,000.00	\$53,000.00	\$53,000.00	\$80,000.00	\$80,000.00
75	DEWATERING		L SUM	1	\$35,000.00	\$35,000.00	\$109,000.00	\$109,000.00	\$60,000.00	\$60,000.00
76	TRAFFIC CONTROL DETOUR		L SUM	1	\$20,000.00	\$20,000.00	\$6,900.00	\$6,900.00	\$36,900.00	\$36,900.00
77	FLARED END SECTION REMOVAL		EACH	1	\$500.00	\$500.00	\$121.00	\$121.00	\$300.00	\$300.00
78	THREE SIDED PRECAST CONCRETE STRUCTURES		FOOT	50	\$8,600.00	\$430,000.00	\$7,178.00	\$358,900.00	\$8,820.00	\$441,000.00
79	MAINTENANCE OF TEMPORARY EROSION CONTROL SYSTEM		L SUM	1	\$2,000.00	\$2,000.00	\$6,047.87	\$6,047.87	\$8,000.00	\$8,000.00
80	EROSION CONTROL BLANKET (SPECIAL)		SQ YD	21282	\$1.50	\$31,923.00	\$1.30	\$27,666.60	\$1.80	\$38,307.60
81	AGGREGATE SUBGRADE 12"		SQ YD	5833	\$15.00	\$87,495.00	\$9.50	\$55,413.50	\$12.00	\$69,996.00
82	CONSTRUCTION LAYOUT		L SUM	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00
83	FLOWABLE FILL AND PAVEMENT PATCH		SQ YD	53	\$60.00	\$3,180.00	\$230.00	\$12,190.00	\$154.00	\$8,162.00
84	ITEMS AS ORDERED BY ENGINEER		DOLLAR	160000	\$1.00	\$160,000.00	\$1.00	\$160,000.00	\$1.00	\$160,000.00
215						\$0.00		\$0.00		\$0.00
216						\$0.00		\$0.00		\$0.00
217						\$0.00		\$0.00		\$0.00
					AS READ	\$1,821,487.70		\$1,783,483.80		\$1,981,307.70
					AS CORRECTED					\$1,981,271.70
					% +/- ESTIMATE		-2.09			8.77

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**APPROVING A PHASE III ENGINEERING SERVICES AGREEMENT
WITH CRAWFORD, MURPHY & TILLY, INC. FOR
KESLINGER ROAD BRIDGE OVER LAFOX TRIBUTARY TO MILL CREEK
KANE COUNTY SECTION NO. 07-00363-00-BR**

WHEREAS, Phase III Engineering services are need for the replacement of the existing bridge on Kane County Highway No. 41, Keslinger Road, Bridge over a Tributary of Mill Creek (hereinafter the "Project"); and

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

WHEREAS, Crawford, Murphy & Tilly, inc., 600 North Commons Drive, Suite 107, Aurora, Illinois 60504 has experience and professional expertise in Phase III Engineering services and is willing to perform the required services for an amount not to exceed Ninety Nine Thousand Three Hundred Ten and 32/100 Dollars (\$99,310.32).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement for Phase III Engineering services with Crawford, Murphy & Tilly, Inc. (a copy of which is on file with the County Clerk's Office) for the completion of Phase III Engineering for the Project.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the sum of Ninety Nine Thousand Three Hundred Ten and 32/100 Dollars (\$99,310.32) from County Highway Fund #300, Line Item #50140 (Engineering) to pay for said Phase III Engineering services.

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?
300.520.520.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

5KSLNGPHIICMT.4LH

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
CRAWFORD, MURPHY AND TILLY, INC. FOR THE
KESLINGER ROAD OVER LAFOX TRIBUTARY TO MILL CREEK BRIDGE
REPLACEMENT PROJECT
KANE COUNTY SECTION NO. 07-00363-00-BR**

PURCHASE ORDER #2009-_____

This AGREEMENT, made this 14th day of April 2009 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and Crawford, Murphy and Tilly Inc, an Illinois licensed professional engineering firm, with offices at 550 North Commons Drive Aurora, Illinois 60504 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

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

WHEREAS, the COUNTY desires to improve Kane County Highway No. 41 also known as Keslinger Road at its intersection with the LaFox tributary of Mill Creek in Blackberry Township near LaFox, Illinois (hereinafter referred to as the "PROJECT"); and,

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

WHEREAS, the CONSULTANT has experience and professional expertise in construction observation engineering services and is willing to perform said services for the PROJECT for an amount not to exceed Ninety Nine Thousand Three Hundred Ten Dollars and Thirty Two Cents (\$99,310.32),

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 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 includes overhead and profit.

- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.
- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total Agreement sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Ninety Nine Thousand Three Hundred Ten Dollars and Thirty Two Cents (\$99,310.32).

7.0 DELIVERABLES.

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

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
 - A. Worker's Compensation Insurance in the statutory amounts.
 - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
 - C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) 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 (\$2,000,000.00).

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

A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;

B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;

C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,

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

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

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the COUNTY, the CONSULTANT, and any sub-consultant and 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 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 tangible 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 contractor, a subcontractor, 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 contractor, a subcontractor, 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 contractor or a subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.6 That the COUNTY shall require the contractor to purchase an Owner's Policy in the name of the County of Kane and to name the CONSULTANT as additional insured on the contractor's general liability policy by including the following provision in the construction contract:

The contractor will obtain and maintain Commercial General Liability Insurance with broad form property damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The CONSULTANT will be named as additional insured on the Contractor's insurance policy. The additional insured endorsement included on the Contractor's policy will provide the following:

- a) That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
- b) That if the additional insureds 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 the company'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 the additional insured and the COUNTY.

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 or exceeds 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,

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.

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

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

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

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

14.0 MODIFICATION OR AMENDMENT.

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

15.0 TERM OF THIS AGREEMENT.

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

- A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,
- B. Upon the 202th day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 202 calendar days during the periods from May 12, 2009 to November 30, 2009 as set forth on Exhibit A attached hereto).

- 15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this Agreement.

- 15.3 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 by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT.

- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.
- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.
- 17.0 ENTIRE AGREEMENT.
- 17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.
- 17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.
- 18.0 NON-ASSIGNMENT.
- 18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.
- 19.0 SEVERABILITY.
- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.
- 20.0 GOVERNING LAW.
- 20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

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

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

Crawford, Murphy and Tilly Inc.
550 North Commons Drive
Aurora, Illinois 60504
Attn: B Welker

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

COUNTY OF KANE

CRAWFORD, MURPHY AND TILLY, INC

KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD

LOUIS H. DIXON
SENIOR VICE PRESIDENT

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

KELLY D. FARLEY
SENIOR PROJECT MANAGER

EXHIBIT A

Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT of Contractor's construction staking activities.
 - vi. Preparation and submission to the DEPARTMENT in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the DEPARTMENT.
 - 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 DEPARTMENT at the time of final payment.
 - ix. To prepare for and provide materials as directed by the DEPARTMENT for and attend the Pre-Construction Conference, and provide meeting minutes to the DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT without cost and without restriction or limitation as to their use.
 - xii. To submit to the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.
- b. (X) Coordinate, furnish or cause to be furnished:
- i. Proportioning and testing of concrete mixtures in accordance with the “Manual of Instructions for Concrete Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - ii. Proportioning and testing of bituminous mixtures in accordance with the “Manual of instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - iii. All compaction tests as required by the specifications or as directed by the DEPARTMENT 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 DEPARTMENT in accordance with the policies of the said DEPARTMENT.

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

The following **Guidelines for Construction Procedures** has 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 **Kane County Division of Transportation's** policies and procedures for construction supervision. This outline is a generalized list of policies and procedures mostly based on the **Illinois Department of Transportation 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 provided by the consultant, who from this point on shall be referred to, as the **Resident** along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the **Kane County Division of Transportation (K.D.O.T.)** Construction Section Chief or his Supervising Field Engineer (CC). 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. He/she 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 **K.D.O.T. (CC)** for guidance. The **Resident** also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The **Resident** shall be the **K.D.O.T.** 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)
- I. Various Other Items

2. **MEETINGS**

Prior to the start of construction, the **K.D.O.T.** 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 **K.D.O.T.** 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 **K.D.O.T.** 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 **K.D.O.T.** no later than 7 days after the date of the coordination meeting.

3. **DOCUMENTATION**

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

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

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. The local agency's (**K.D.O.T.**) 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. Itemized accounting of all equipment used, manpower and materials used should be carefully measured and documented for possible later reference.
 - xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services. The number of staff as well as the hours worked and location should be carefully documented if possible.
 - xiii. Length and cause of any delay as well as information related to the resolution of the 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 (I.D.R.):** 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 **K.D.O.T.** Completed I.D.R. 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 I.D.R. 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. I.D.O.T. form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar **K.D.O.T.** Quantity Book Form shall be used for all other projects. The **K.D.O.T.** Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the **K.D.O.T.** 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 the local agency (**K.D.O.T.**) 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 I.D.R.
 - ii. Permanent survey records, layout checks, cross-sections
 - iii. P.C.C. paving summary
 - iv. Bituminous concrete paving summary
 - v. Pile driving records
 - vi. Depth checks (P.C.C. 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 the local agency's (**K.D.O.T.**) 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. I.D.O.T. form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall marked c.c. for:
- i. Contractor
 - ii. Project file (**K.D.O.T.**)
 - iii. Resident's file

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 the **K.D.O.T.** The **K.D.O.T.** shall determine the appropriate course of action. Payment for extra work shall be classified as either an Agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The **Resident** shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the **K.D.O.T.** shall review it. If the Agreed Unit Price letter is found acceptable, an approval letter and notice proceed shall be sent to the Contractor. Once an Agreed Unit Price has been approved, the Resident shall prepare the appropriate Change Order form and submit it to the **K.D.O.T.**

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 **K.D.O.T.**

The Resident shall document this work daily by using I.D.O.T. form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

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

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to the **K.D.O.T.** for approval, and Change Order processing.

Once K.D.O.T. and/or I.D.O.T. (Bureau of Construction) 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 I.D.O.T. form BC-22 (for projects using Federal funds) or a **K.D.O.T.** Change Order form. The **K.D.O.T.** Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the **K.D.O.T.**

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 the **K.D.O.T.**

The pay estimate form for projects using Federal funds shall be received from I.D.O.T. (Bureau of Construction – FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form, and return it to I.D.O.T. (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to the **K.D.O.T.** for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the **K.D.O.T.**

The Resident shall then submit the pay estimate to the **K.D.O.T.** for review and processing of payment.

6. **INSPECTION MATERIAL**

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of **Consultant** and shall be assigned by the **K.D.O.T.** 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 I.D.O.T. Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or the **K.D.O.T.**

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 **K.D.O.T.** 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 I.D.O.T. (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 the agency (**K.D.O.T.**) 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 the **K.D.O.T.** that the agency (**K.D.O.T.**) 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 the **K.D.O.T.** The **K.D.O.T.** will review the Resident's calculations to determine which items to include on I.D.O.T. form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to the **K.D.O.T.** before any construction work has begun.

8. **CONSTRUCTION LAYOUT VERIFICATION**

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persist, the Resident shall notify the **K.D.O.T.** 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 twice a day, preferably at the beginning and end of the work day, when the Contractor is working and once a day when is the Contractor not working. 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 immediately of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting
- e. Pavement damage or potholes within the construction zone.
- f. Other project related concerns that may present a hazard to the motoring public and/or pedestrians

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary. Night inspection of Traffic control will be conducted per current IDOT frequency and standards.

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 the **K.D.O.T.** 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, I.D.O.T. representative, controller manufacturer's technician (Traffic Signals) and the **K.D.O.T.**
- 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, **K.D.O.T.**, and any local agency (Municipal, County, 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 the **K.D.O.T.** 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 the **K.D.O.T.** to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and **K.D.O.T.**, 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 the **K.D.O.T.** 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 the **K.D.O.T.** The **Resident** shall also prepare and submit to the **K.D.O.T.** 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 the **K.D.O.T.**

Once the Engineer's Final Pay Estimate is submitted to I.D.O.T. 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 the **K.D.O.T.** 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**

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to **K.D.O.T.** for their records. The record drawings shall consist of a 24"x 36" size set of project plans that have all changes and additions shown in red ink as well as a CD of scanned record plans in PDF format or in a format as otherwise directed by the COUNTY.

Name	Crawford, Murphy & Tilly, Inc
Address	550 N Commons Dr. Suite 116
Telephone	(630) 820-1022
TIN Number	

Local Agency	Kane County
Section Number	
Project Number	
Job Number	

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Terracon		
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date _____

BLR 05611 (Rev. 9/06)

ATTACHMENT A:

**CMT Phase III Scope of Services
CMT Cost Estimate of Consultant Services
(CECS)**

ATTACHMENT A

Project Scope Description to Provide Phase III (Construction) Services For Keslinger Road (LaFox Tributary) Kane County

PHASE III ENGINEERING - CONSTRUCTION SERVICES

The project schedule will be based on an anticipated construction period from May 1, 2009 to October 31, 2009. We propose to staff the project (as needed) with a full time Resident Engineer, a part time inspector and a Project Manager to provide contract administration and agency coordination issues.

A. Project Start Up

1. Project kick-off meeting with all stakeholders
2. Attend and facilitate the pre-construction meeting, distribute notices to affected agencies, prepare and distribute minutes of the meeting.
3. Photograph the project site and create an "existing conditions" photo log.
4. Set up field file and records.
5. Incorporate design/plan revisions into project
6. Evaluation of plan quantities

B. Shop Drawing Reviews

1. Review Bridge Shop Drawings
2. Review of miscellaneous catalog cut submittals
3. Review contractor RFI's

C. Initial Project Control and Layout Checking

1. Establish the initial project vertical and horizontal control
2. Periodic checking of contractor layout (2 visits)

D. Construction Observation

1. Provide liaison and contract control activities.
2. Conduct continuous and full-time (as needed) on-site observations of the work in progress to determine that the project is proceeding in accordance with the

Construction Contract Documents and the completed work will conform to the requirements of the Construction Contract Documents.

3. Material testing coordination with sub-consultant
4. Review of construction schedule
5. Monthly project meetings (6 meetings)
6. Develop and maintain project records
7. Prepare monthly progress reports (6 reports)
8. Prepare applications for payment.
9. Preparation of change orders

E. Final Closeout and Inspection

1. Coordinate and conduct a pre-final inspection of substantial project completion on or about September 4, 2009, to generate punch list.
2. Conduct a final inspection upon completion of punch list items.
3. Prepare final construction record and material certification.
4. Prepare and submit record drawings, hard copy, in addition to an electronic version on disk, prepared in Microstation format.
5. Assemble, copy, and deliver final job box to Kane County.

F. Project Administration

1. Resource planning and project administration

Exhibit A - Phase III Engineering

Route: Keslinger Road
 Local Agency: Kane County
 Section:
 Project: Keslinger Road Construction
 Job No.:

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 ☐

*Firm's approved rates on file with
 IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 1.5482 %
 Complexity Factor @ 0.0
 Calendar Days 180

Cost Estimate of Consultant's Services in Dollars

Element of Work	Man-Hours	Payroll Rate	Payroll Costs DL	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
A Project Start-up	28	\$32.02	\$896.56	\$1,388.05	\$0.00	\$44.00	\$337.65	\$2,666.26	2.68%
B Shop Drawing Reviews	60	\$33.18	\$1,990.80	\$3,082.16	\$0.00	\$0.00	\$735.58	\$5,808.54	5.89%
C Initial Project Control / Layout Checking	32	\$31.52	\$1,008.64	\$1,561.58	\$0.00	\$435.00	\$435.76	\$3,440.97	3.46%
D Construction Observation/Construction Related Activities	726	\$31.14	\$22,607.64	\$35,001.15	\$8,000.00	\$1,760.00	\$8,808.47	\$75,977.26	76.50%
E Final Close Out and Inspection	56	\$31.19	\$1,746.64	\$2,704.15	\$0.00	\$200.00	\$674.36	\$5,325.15	5.36%
F Project Administration	48	\$43.50	\$2,088.00	\$3,232.64	\$0.00	\$0.00	\$771.49	\$6,092.13	6.13%
Totals	950	\$31.94	\$30,338.28	\$46,969.73	\$8,000.00	\$2,439.00	\$11,563.32	\$99,310.32	100.00%

Kane County
Keslinger Road Construction
Manhour Estimate for Construction Observation Services
Crawford, Murphy, and Tilly, Inc.

Summary of Manhours

Item	Task
A.	Project Start-up
B.	Shop Drawing Reviews
C.	Initial Project Control / Layout Checking
D.	Construction Observation/Construction Related Activities
E.	Final Close Out and Inspection
F.	Project Administration
	Total

Proposed CMT Hours
28
60
32
726
56
48
950

Task Detail

A.	Project Start-up		
	1. Project kick-off with all project stake holders	4	
	2. Attend and facilitate pre-construction meeting	4	
	3. Photographs of existing conditions / create photo log	4	
	4. Set up field records	8	
	5. Incorporate design / plan revisions into project.	0	
	6. Evaluation of plan quantities	8	
	Sub - total:		28
B.	Shop Drawing Reviews		
	1. Review of bridge shop drawings	24	
	2. Review of misc. catalog cut submittals	12	
	3. Review of contractors RFI's	24	
	Sub - total:		60
C.	Initial Project Control / Layout Checking		
	1. Establish initial project vertical and horizontal control	16	
	2. Periodic checking of contractor layout (assume 2 visits)	16	
	Sub - total:		32
D.	Construction Observation/Construction Related Activities		
	1. Liaison and contract control	10	
	2. On-site construction observation (16 Weeks @ 40 hours/week)	640	
	3. Material testing coordination with sub-consultant	32	
	4. Review of construction schedule	8	
	5. Monthly project meetings (6 meetings @ 2 hrs each)	12	
	6. Develop and maintain project records	6	
	7. Prepare monthly progress reports (6 reports @ 1 hrs per report)	6	
	8. Prepare applications for payment (6 applications @ 1 hr. per application)	6	
	9. Preparation of change orders (2 CO's plus a final balancing CO. @ 2 hrs. each)	6	
	Sub - total:		726
E.	Final Close Out and Inspection		
	1. Coordinate and conduct pre-final inspection	8	
	2. Coordinate and conduct final inspection	8	
	3. Prepare final construction records and material certification	8	
	4. Prepare and submit record drawings	16	
	5. Assemble, copy, and deliver final job box to Kane County	16	
	Sub - total:		56
F.	Project Administration		
	1. Resource Planning and Project Administration	48	
	Sub - total:		48

Route: Keslinger Road Construction
Kane County
Section No..
Struct No.

Sheet No. 1 of 2

Payroll Classification	Item A			Item B			Item C			Construction Observation/Construction Related Activities			Item D
	Average Hourly Rates	Project Start-up		Shop Drawing Reviews		Initial Project Control / Layout Checking		Construction Observation/Construction Related Activities		Weighted Rate			
		Hours	% Participation	Hours	% Participation	Hours	% Participation	Hours	% Participation				
Principal	\$65.23	0	0.00%	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00	
Senior Project Engineer/ Manager	\$52.69	0	0.00%	0	0.00%	\$0.00	0	0.00%	\$0.00	4	0.55%	\$0.29	
Project Engineer/Manager	\$41.06	4	14.29%	24	40.00%	\$3.87	0	0.00%	\$16.42	18	2.48%	\$1.02	
Senior Engineer	\$32.45	16	57.14%	8	13.33%	\$18.54	4	12.50%	\$4.33	500	68.87%	\$22.35	
Senior Technical Manager	\$37.89	0	0.00%	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00	
Engineer	\$26.63	8	28.57%	28	46.67%	\$7.61	8	25.00%	\$12.43	204	28.10%	\$7.48	
Registered Land Surveyor	\$35.63	0	0.00%	0	0.00%	\$0.00	10	31.25%	\$11.13	0	0.00%	\$0.00	
Senior Technician	\$30.96	0	0.00%	0	0.00%	\$0.00	10	31.25%	\$9.68	0	0.00%	\$0.00	
Technician	\$22.71	0	0.00%	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00	
Clerical/Word Processor	\$18.47	0	0.00%	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00	
Totals		28	100%	60	100%	\$33.18	32	100%	\$31.52	726	100%	\$31.14	

Average Hourly Project Rates
Crawford, Murphy, and Tilly, Inc.

Route: Keslinger Road Construction
Kane County
Section No.:
Struct No.:

Date: 15-Apr-09

Sheet No. 2 of 2

Payroll Classification	Item E			Item F		
	Final Close Out and Inspection			Project Administration		
	Average Hourly Rates	Hours	% Participation	Weighted Rate	Hours	% Participation
Principal	\$65.23	0	0.00%	\$0.00	0	0.00%
Senior Project Engineer/ Manager	\$52.69	0	0.00%	\$0.00	16	33.33%
Project Engineer/Manager	\$41.06	8	14.29%	\$5.67	24	50.00%
Senior Engineer	\$32.45	24	42.86%	\$13.91	8	16.67%
Senior Technical Manager	\$37.89	0	0.00%	\$0.00	0	0.00%
Engineer	\$26.63	24	42.86%	\$11.41	0	0.00%
Registered Land Surveyor	\$35.63	0	0.00%	\$0.00	0	0.00%
Senior Technician	\$30.96	0	0.00%	\$0.00	0	0.00%
Technician	\$22.71	0	0.00%	\$0.00	0	0.00%
Clerical/Word Processor	\$18.47	0	0.00%	\$0.00	0	0.00%
Totals		56	100%	\$31.19	48	100%
						\$43.50

**Kane County
Keslinger Road Construction**

**Estimate of Direct Costs for
Phase III Engineering: Construction Services**

Crawford, Murphy, and Tilly, Inc.

Item A: Project Start-up			
1	Travel: 2 trips @ \$22/trip	\$44.00	
		Sub - total	\$44.00
Item B: Shop Drawing Reviews			
1	No Direct Costs	\$0.00	
		Sub - total	\$0.00
Item C: Initial Project Control / Layout Checking			
1	Travel: 3 trips @ \$22/trip	\$135.00	
2	Robotic Total Station (RTS), 3 Setups	\$300.00	
		Sub - total	\$435.00
Item D: Construction Observation/Construction Related Activities			
1	Travel: 80 trips @ \$22/trip	\$1,760.00	
		Sub - total	\$1,760.00
Item E: Final Close Out and Inspection			
1	Printing: Project Closeout Box		
	2 Copies @ \$100/Box	\$200.00	
		Sub - total	\$200.00
Item F: Project Administration			
1	No Direct Costs	\$0.00	
		Sub - total	\$0.00
		Total	\$2,439.00

Kane County
Keslinger Road Construction
Development of Project Hourly Rates (IDOT Method)
Crawford, Murphy, and Tilly, Inc.

Item	2009 Actual Rate	2010 Projected @ 3.0% Increase	2011 Projected @ 3.0% Increase	2012 Projected @ 3.0% Increase	2013 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2009 Rate	100.0%	103.0%	106.1%	109.3%	112.6%
Estimated Months of Contract in Given Year	6	0	0	0	0
% of Project Duration	100.00%	0.00%	0.00%	0.00%	0.00%
Extension	1.000	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are Given on January 1 of Each Year				
					1.0000

Project Duration: May 1, 2009 to October 31, 2009 = 6 months

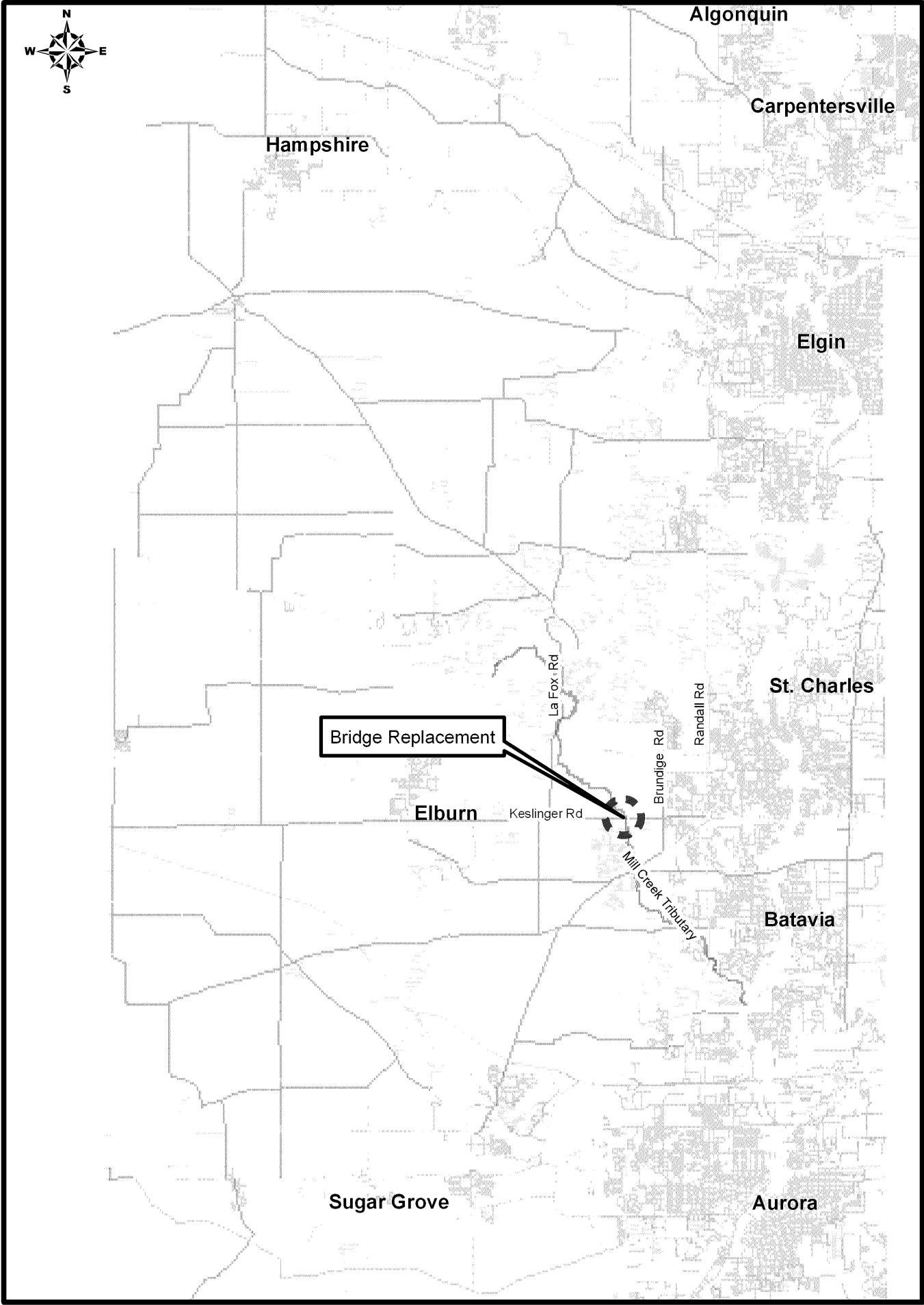
**Kane County
Keslinger Road Construction
Computation of Prorated
Project Hourly Rates
Crawford, Murphy, and Tilly, Inc.**

Classification	2009 Average Hourly Rate	Escalation Factor	Escalated Rate*
Principal	\$65.23	1.0000	\$65.23
Senior Project Engineer/ Manager	\$52.69	1.0000	\$52.69
Project Engineer/Manager	\$41.06	1.0000	\$41.06
Senior Engineer	\$32.45	1.0000	\$32.45
Senior Technical Manager	\$37.89	1.0000	\$37.89
Engineer	\$26.63	1.0000	\$26.63
Registered Land Surveyor	\$35.63	1.0000	\$35.63
Senior Technician	\$30.96	1.0000	\$30.96
Technician	\$22.71	1.0000	\$22.71
Clerical/Word Processor	\$18.47	1.0000	\$18.47

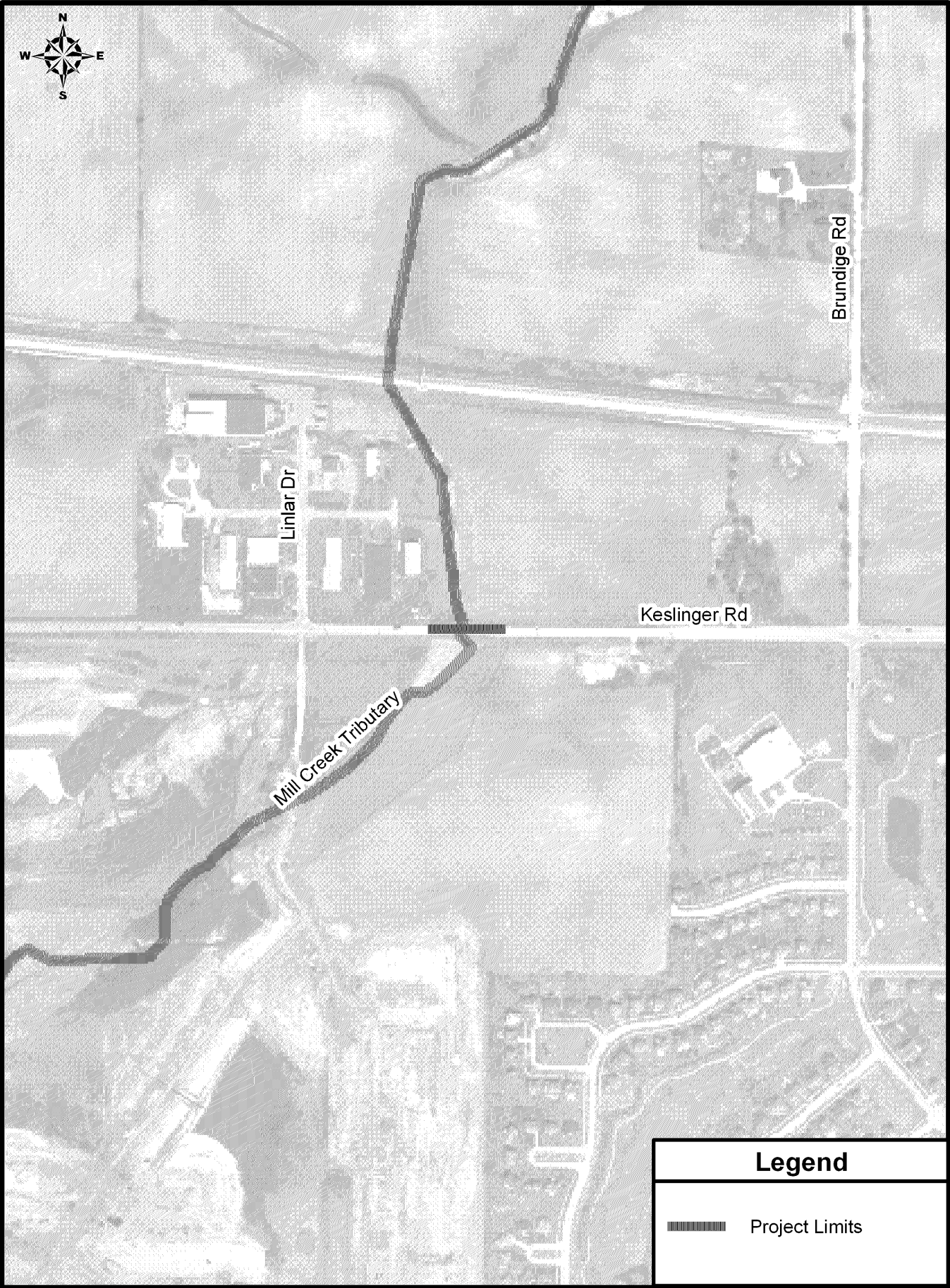
* Rates to be applied to all project work tasks

Bridge Replacement

Keslinger Road - Over A Tributary Of Mill Creek



Bridge Replacement
Keslinger Road - Over A Tributary Of Mill Creek



Aerial Project Location Map-Keslinger Rd over LaFox tributary to Mill Creek Bridge





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-4a

Date:

April 27, 2009

Item:

Resolution: Approving Contract for Construction for Randall Road over Union Pacific Railroad, Kane County Section No. 08-00289-01-BR

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$634,200.95

Summary:

A bid opening was held on April 21, 2009 at the Division of Transportation office for the Randall Road over Union Pacific Railroad bridge contract. Proposed work in this contract includes:

- Installation of the "SafeLane" wearing surface on the southbound lanes. This product has been found to extend the life of salt spread applications which should help in preventing icing on the deck. The application is proposed in the southbound lanes only to allow us to evaluate the product's performance by comparing this with conditions in the northbound lanes which will maintain the standard concrete deck wearing surface.
- Painting structural steel elements like beams and girders
- Minor slope wall repairs to fix broken concrete

Attached is the bid tabulation along with a location map for this contract.

The low bidder and proposed contract amount for the project is as follows:

Landmark Contractors, Inc. of Huntley, Illinois in the amount of \$634,200.95.

This amount was 1.95% over the Engineer's Estimate of \$622,075.00

List Attachments: Resolution, Bid Tab, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**APPROVING CONTRACT FOR CONSTRUCTION
RANDALL ROAD OVER THE UNION PACIFIC RAILROAD
KANE COUNTY SECTION NO. 08-00289-01-BR**

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

KANE COUNTY SECTION NO. 08-00289-01-BR
RANDALL ROAD OVER THE UNION PACIFIC RAILROAD
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

LANDMARK CONTRACTORS, INC. OF HUNTLEY, ILLINOIS
With A Low Bid Of
\$634,200.95

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 the sum of Six Hundred Thirty Four Thousand Two Hundred and 95/100 Dollars (\$634,200.95) from Motor Fuel Tax Fund #304, Line Item #73010 (Bridge Construction).

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?
304.520.524.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

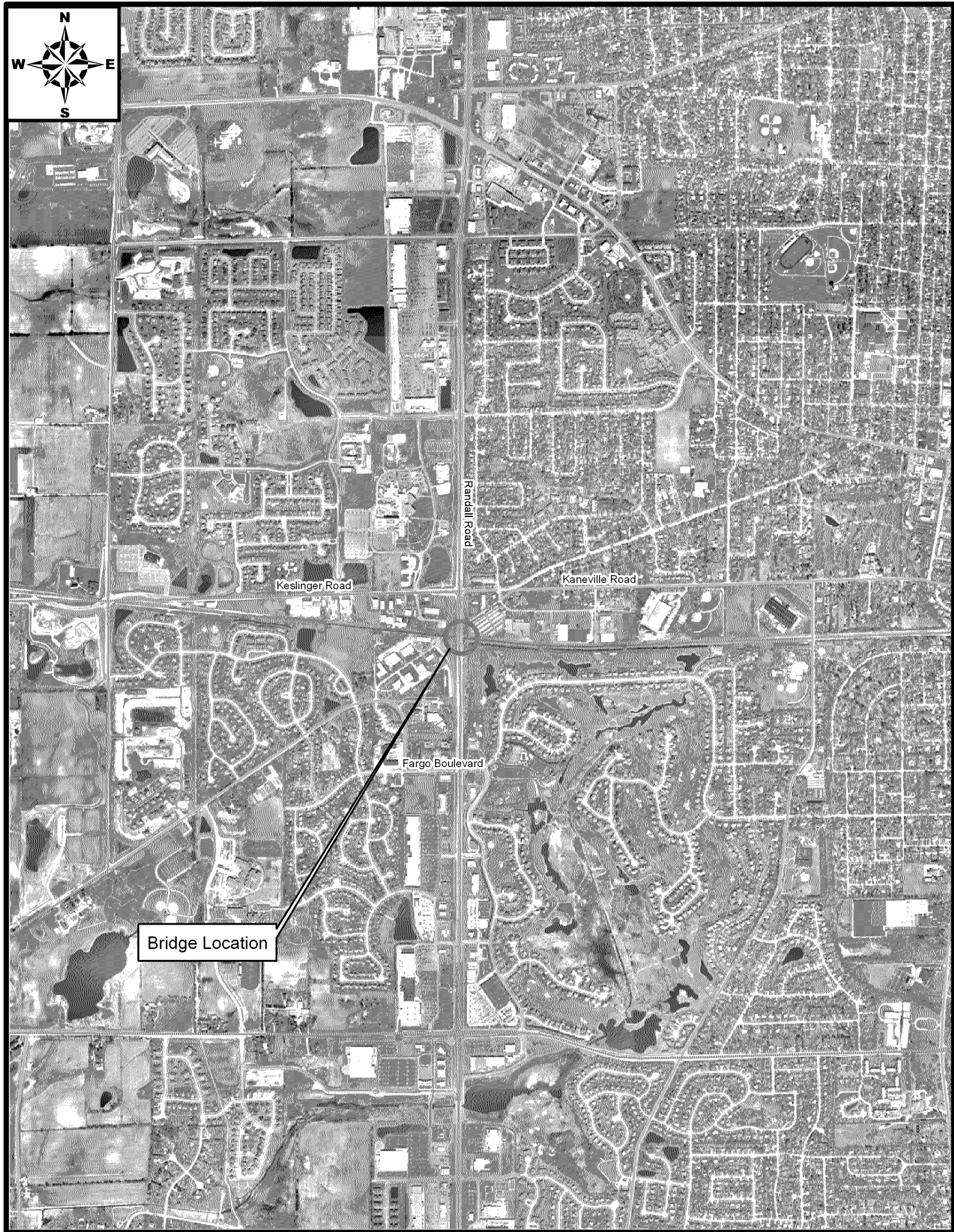
Abstentions _____

5APCNRNDLUPRR.4LH

TOWNSHIP
COUNTY KANE
SECTION 08-00289-01-BR

ITEM #	ITEMS	DATE:	UNIT	QUANTITY	ENGINEERS ESTIMATE			Landmark Contractors	
					UNIT PRICE	TOTAL	APPARENT LOW BIDDER	TOTAL	
1	Temporary Chain Link Fence		Foot	400.00	15.00	6,000.00	14.00	5,600.00	
2	Porous Granular Embankment		Cu. Yd.	12.00	90.00	1,080.00	131.00	1,572.00	
3	Concrete Removal		Cu. Yd.	12.00	1,500.00	18,000.00	625.00	7,500.00	
4	Slopewall Removal		Sq. Yd.	165.00	50.00	8,250.00	72.00	11,880.00	
5	Concrete Structures		Cu. Yd.	8.00	1,300.00	10,400.00	940.00	7,520.00	
6	Protective Coat		Sq. Yd.	20.00	4.00	80.00	14.00	280.00	
7	Cleaning and Painting Steel Bridge		L. Sum	1.00	150,000.00	150,000.00	119,000.00	119,000.00	
8	Containment and Disposal of Lead Paint Cleaning Residues		L. Sum	1.00	50,000.00	50,000.00	30,000.00	30,000.00	
9	Reinforcement Bars, Epoxy Coated		Lbs.	1,270.00	3.00	3,810.00	2.21	2,806.70	
10	Slopewall, 4"		Sq. Yd.	165.00	200.00	33,000.00	70.00	11,550.00	
11	12" Diameter Pipe Culverts (Temporary)		Lin. Ft.	250.00	50.00	12,500.00	8.00	2,000.00	
12	36" Diameter Pipe Culverts (Temporary)		Lin. Ft.	75.00	150.00	11,250.00	37.00	2,775.00	
13	Mobilization		L. Sum	1.00	18,000.00	18,000.00	24,250.00	24,250.00	
14	Traffic Control and Protection		L. Sum	1.00	10,000.00	10,000.00	5,000.00	5,000.00	
15	Epoxy Pavement Marking-Line 4"		Foot	505.00	3.00	1,515.00	4.25	2,146.25	
16	Epoxy Pavement Marking-Line 12"		Foot	65.00	5.00	325.00	13.00	845.00	
17	Railroad Protective Liability Insurance (5 and 10)		L. Sum	1.00	20,000.00	20,000.00	10,000.00	10,000.00	
18	Railroad Flagmen		Units	50,000.00	1.00	50,000.00	1.00	50,000.00	
19	Anti-Hoing Surface Overlay		Sq. Yd.	684.00	130.00	86,320.00	254.00	168,666.00	
20	Corrective Grinding		L. Sum	1.00	3,000.00	3,000.00	5,800.00	5,800.00	
21	Structural Repair of Concrete (Depth Equal or Less than 5")		Sq. Ft.	95.00	125.00	11,875.00	135.00	12,825.00	
22	Concrete Fillet Removal		L. Sum	1.00	350.00	350.00	5,000.00	5,000.00	
23	Backer Rod Removal		L. Sum	1.00	1,000.00	1,000.00	1,370.00	1,370.00	
24	Clean and Seal Joints (Deck/Parapet)		L. Sum	1.00	1,000.00	1,000.00	5,000.00	5,000.00	
25	Joint Repair (Abutment/Slopewall)		L. Sum	1.00	2,000.00	2,000.00	4,400.00	4,400.00	
26	Drainage Improvements		L. Sum	1.00	4,000.00	4,000.00	6,700.00	6,700.00	
27	Clearing		L. Sum	1.00	2,000.00	2,000.00	4,375.00	4,375.00	
28	Stabilized Construction Entrance-Location 1		Each	1.00	4,000.00	4,000.00	7,320.00	7,320.00	
29	Stabilized Construction Entrance-Location 2		Each	1.00	4,500.00	4,500.00	7,900.00	7,900.00	
30	Stabilized Construction Entrance-Location 3		Each	1.00	4,500.00	4,500.00	7,900.00	7,900.00	
31	Stabilized Construction Entrance-Location 4		Each	1.00	8,600.00	8,600.00	16,250.00	16,250.00	
32	Stabilized Construction Entrance-Location 5		Each	1.00	17,000.00	17,000.00	21,800.00	21,800.00	
33	Construction Layout		L. Sum	1.00	2,620.00	2,620.00	2,000.00	2,000.00	
34	Changeable Message Sign		Cal. Mo	2.00	4,500.00	9,000.00	1,000.00	2,000.00	
35	Restoration		L. Sum	1.00	4,000.00	4,000.00	6,000.00	6,000.00	
36	Items as Ordered by the Engineer		Units	50,000.00	1.00	50,000.00	1.00	50,000.00	
37	Turf Establishment		Sq. Yd.	100.00	5.00	500.00	5.00	500.00	
38	Furnished Excavation		Cu. Yd.	16.00	100.00	1,600.00	230.00	3,680.00	
39						0.00	0.00	0.00	
40						0.00	0.00	0.00	
41						0.00	0.00	0.00	
42						0.00	0.00	0.00	
43						0.00	0.00	0.00	
44						0.00	0.00	0.00	
45						0.00	0.00	0.00	
46						0.00	0.0		

Randall Road over Union Pacific Rail Road





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-5a&b

Date:

April 27, 2009

Item:

Resolution: Approving a Phase III Engineering Services Agreement with Hampton, Lenzini, and Renwick, Inc. for Randall Road Signal Interconnects from Orchard Road to Main Street, Kane County Section No. 07-00366-00-TL

Resolution: Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction, Randall Road Signal Interconnects from Orchard Road to Main Street, Kane County Section No. 07-00366-00-TL

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$39,530.96

Summary:

Staff has completed the consultant selection process using the current QBS Procedures and has negotiated a contract with Hampton, Lenzini and Renwick, Inc. for Phase III Engineering for the Randall Road from Orchard Road to Main Street traffic signal interconnect project.

The agreement will cover the standard construction observation services for a phase three project which are:

- Daily inspection and measurement of work and materials
- Project documentation
- Preparation of pay estimates
- Assisting businesses and the public with concerns during construction
- Daily inspection of traffic control
- Site photography and coordination of the project with the contractor and KDOT staff

The negotiated contract for Phase III services calls for compensation in the amount not to exceed \$39,530.96.

Also included is an Intergovernmental Agreement with IDOT which provides funding for construction engineering as well as construction. This agreement provides the following funding allocation:

<u>Fund Type</u>	<u>Phase III Engineering</u>	<u>Construction</u>
Federal Funding	\$32,000	\$327,058
Local (Kane County) Funding	\$8,000	\$81,764

List Attachments: Resolutions, Agreements, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630)845-7873

Staff Comments / Recommendations: Staff requests Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**APPROVING A PHASE III ENGINEERING SERVICES AGREEMENT WITH
HAMPTON, LENZINI & RENWICK, INC.
RANDALL ROAD SIGNAL INTERCONNECTS FROM ORCHARD ROAD TO MAIN STREET
KANE COUNTY SECTION NO. 07-00366-00-TL**

WHEREAS, Phase III Engineering services are needed for installation of traffic signal interconnects on Kane County Highway No. 34 (Randall Road) from Orchard Road to Main Street (hereinafter referred to as the "improvement"); and,

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

WHEREAS, Hampton, Lenzini & Renwick, Inc., 380 Shepard Drive, Elgin, IL 60124 (hereinafter referred to as "HLR") has experience and professional expertise in Phase III Engineering services and is willing to perform the required services for an amount not to exceed Thirty Nine Thousand Five Hundred Thirty and 96/100 Dollars (\$39,530.96).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement for Phase III Engineering services with HLR (a copy of which is on file with the County Clerk's Office) for completion of Phase III Engineering for the project.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed total of Thirty Nine Thousand Five Hundred Thirty and 96/100 Dollars (\$39,530.96) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering) to pay for said Phase III Engineering services for the improvement, subject to eighty percent (80%) reimbursement 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 May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Vote _____

Abstentions _____

5RNDMNORHLR.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION AND CONSTRUCTION ENGINEERING FOR
RANDALL ROAD SIGNAL INTERCONNECTS FROM ORCHARD ROAD TO MAIN STREET
KANE COUNTY SECTION NO. 07-00366-00-TL**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, *et seq.* authorizes the County of Kane (County) and the 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 the Illinois Department of Transportation desire to cooperate among themselves to accomplish traffic signal interconnects on Kane County Highway No. 34 (Randall Road) from Orchard Road to Main Street (hereinafter referred to as the "improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction and Construction Engineering for the improvement at an estimated cost of Four Hundred Forty Eight Thousand Eight Hundred Twenty Two Dollars (\$448,822.00); 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 safe and efficient movement of traffic and shall 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 the agreement, with the County share estimated to be approximately twenty percent (20%) thereof.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement with the State of Illinois acting through the Illinois Department of Transportation for Phase III Construction and Construction Engineering for the improvement (a copy of which is on file with the County Clerk's Office).

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

5RNDMNORIDOTPHIII.4LH

Local Agency Kane County	LOCAL AGENCY	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Hampton Lenzini & Renwick Inc.
County Kane				Address 380 Shepard Drive
Section 07-00366-00-TL				City Elgin
Project No. CMM-9003(030)				State IL
Job No. C-91-409-08				Zip Code 60123
Contact Name/Phone/E-mail Address Dave Boesch (630) 584-1170 boeschdavid@co.kane.il.us				Contact Name/Phone/E-mail Address Doug Paulus (847) 697-6700 dpaulus@hlreng.com

THIS AGREEMENT is made and entered into this 12th day of May, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. 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.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

Regional Engineer	Regional Engineer, Department of Transportation
Resident Engineer	LA Employee directly responsible for construction of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Randall Road F.A.P. 336 Interconnect Route FAP 336 Length 2 miles Structure No. _____

Termini Orchard Road north to Main Street

Description: Installation of approximately 3 miles of new fiber optic cable, conduit, Ethernet switches, terminal servers and fiber optic connections.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - ☐ Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - ☐ Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - ☐ For soils, to obtain samples and perform testing as noted below.
 - ☐ For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☐ Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- ☐ For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- ☒ Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- ☒ h. Geometric control including all construction staking and construction layouts.
 - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - ☒ j. Measurement and computation of pay items.
 - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the 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.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) 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;
 - b) 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
 - c) 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.
 - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - e) 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;
 - f) 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) of this certification; and
 - g) 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.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. 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.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

II. THE LA AGREES,

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. 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 ☐ _____

5. 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.

6. The recipient shall not discriminate on the basis 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 Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	36-2555986	\$39,530.96
Sub-Consultants:	TIN Number	Agreement Amount
	Sub-Consultant Total:	
	Prime Consultant Total:	\$39,530.96
	Total for all Work:	\$39,530.96

Executed by the LA:

Kane County

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

John A. Cunningham, County Clerk

Title: Chairman, County Board

(SEAL)

Executed by the ENGINEER:

Hampton Lenzini & Renwick Inc.

ATTEST:

By: _____

By: _____

Title: Vice President

Title: President

Route:	FAP 336
Local Agency:	Kane County (Municipality/Township/County)
Section:	07-00366-00-TL
Project:	CMM-9003(030)
Job No.:	C-91-409-08

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"/> | |

[illegible]


Name	Hampton, Lenzini and Renwick
Address	380 Shepard Drive Elgin,IL
Telephone	847-697-6700
TIN Number	36-2555986

Local Agency	Kane County
Section Number	07-00366-00-TL
Project Number	CMM-9003(030)
Job Number	C-91-409-08

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date

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 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency County of Kane	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 07-00366-00-TL	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-409-08	CMM-9003(030)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. 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

Local Name Randall Road Route FAP 0366 Length 2.1 Miles
Termini Orchard Road to Main Street
Current Jurisdiction LA Existing Structure No N/A

Project Description

The project consists of approximately 3.3 miles of new fiber optic cable, a new CCTV pan-tilt-zoom camera, ethernet switches, terminal servers, and fiber optic connections to establish a communication network between the KCDOT Central Advanced Traffic Management System (ATMS) Software and twenty-two (22) existing signal controllers.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	327,058	(*)		()	81,764	(BAL)	408,822
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	32,000	(*)		()	8,000	(BAL)	40,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
TOTAL	\$ 359,058		\$		\$ 89,764		\$ 448,822

*Maximum FHWA (STA) Participation 80% Not to Exceed \$359,058.00.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA 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 **LA** 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 **LA**, and **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 **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 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 department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract 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 **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'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 **LA** will pay to the **STATE**, an amount equal to the **LA**'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.
- (11) (Day Labor or Local Contracts) 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 this agreement is executed, the **LA** 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 this Agreement is executed, the **LA** 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 **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/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 in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA'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 **LA's** certification that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** 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) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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 **LA'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 **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the **LA** 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 **LA**;
- (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) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** 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 **LA** 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 **LA'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 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 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** 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.
- (4) In cases where the **STATE** is reimbursing the **LA**, 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.
- (5) 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

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Karen McConnaughay

Title Chairman of the Board
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 36-6006585

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

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

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PLANS FOR PROPOSED TRAFFIC SIGNAL INTERCONNECT

DISTRICT 1

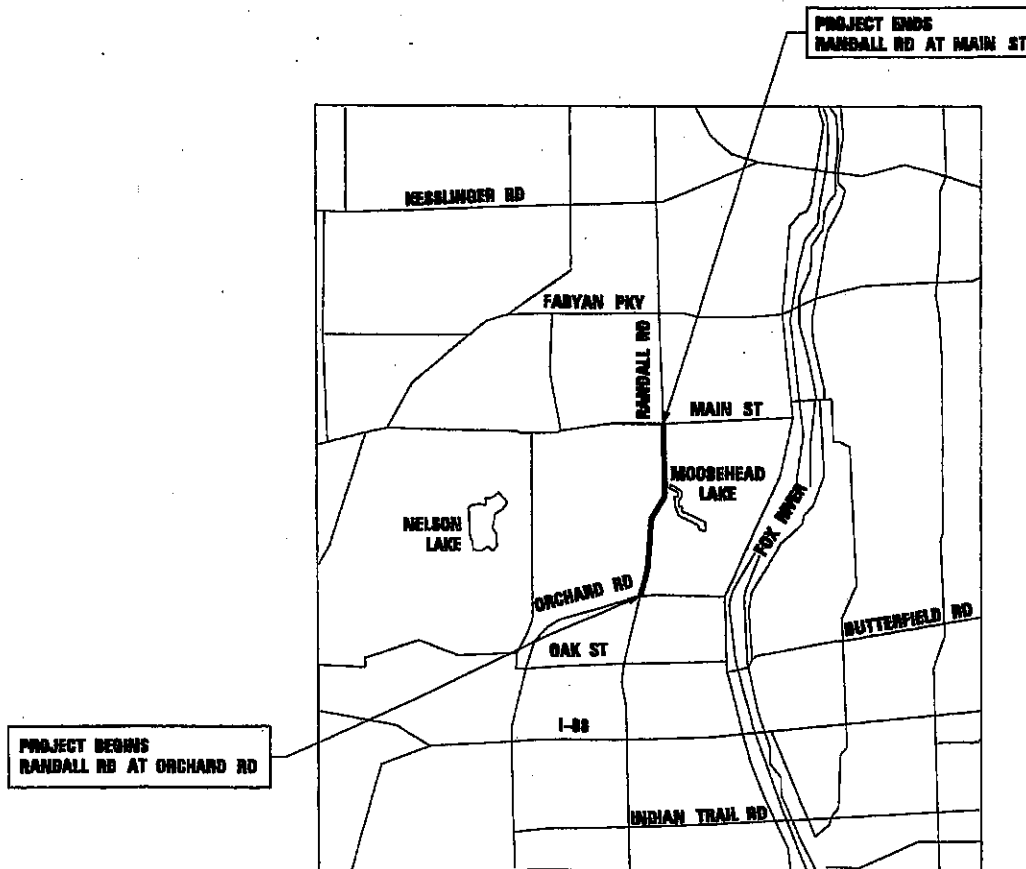
CONGESTION MITIGATION AIR QUALITY
RANDALL ROAD F.A.P. 336 INTERCONNECT

SECTION: 07-00366-00-TL

PROJECT: CMM-9003(030)

KANE COUNTY

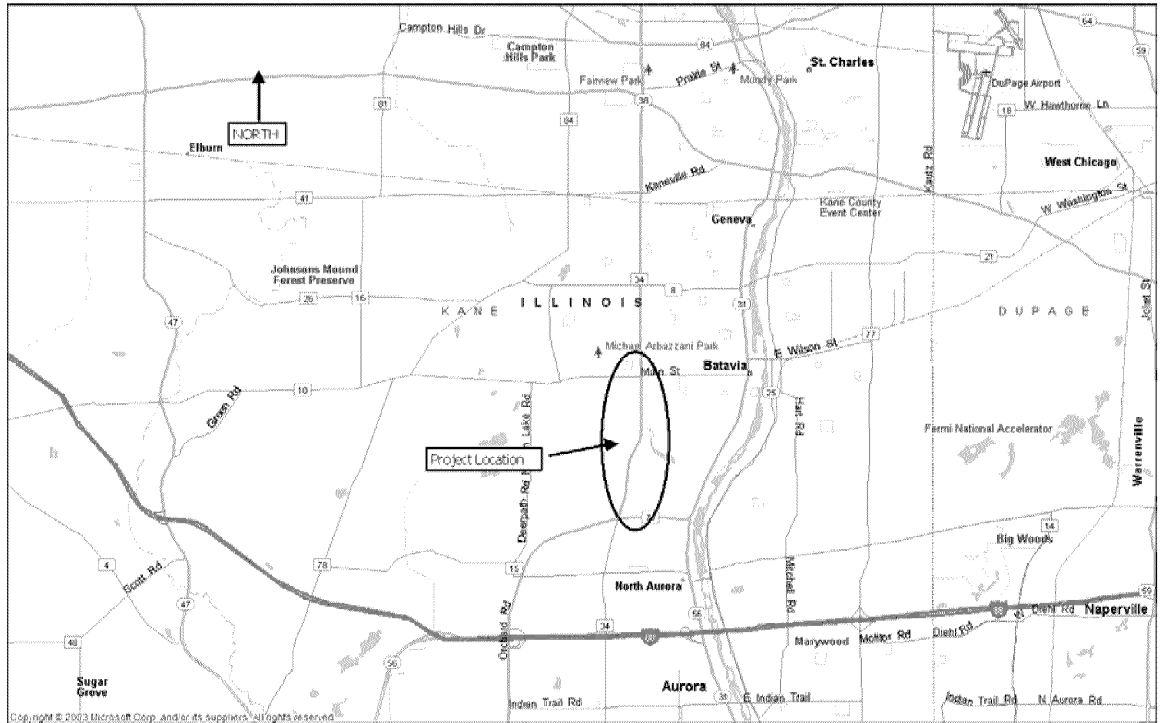
JOB NO: C-91-409-08



LOCATION MAP
LENGTH OF IMPROVEMENT =
2.0 MILES

HNTB

RANDALL ROAD TRAFFIC SIGNAL INTERCONNECT IMPROVEMENT
FROM ORCHARD ROAD TO MAIN STREET
COUNTY SECTION NUMBER- 07-00366-00-TL



Aerial Location Map-Randall Rd Interconnect-Orchard Rd to Main St.





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-6a&b

Date:

April 27, 2009

Item(s):

Resolution: Approving Contract for 2009 Kane County Urethane and Thermoplastic Pavement Marking, Kane County Section No. 09-00000-02-GM

Resolution: Approving Contract for 2009 Kane County Paint Pavement Marking, Kane County Section No. 09-00000-03-GM

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriations: \$644,386.13 (09-00000-02-GM)
\$362,925.19 (09-00000-03-GM)

Summary:

Bid openings were held on April 14, 2009 at the Division of Transportation office for annual Kane County pavement marking contracts. The bid results are summarized in the following table.

Project	Section Number	Miles	Low Bidder/Bid Amount
Urethane & Thermoplastic Pavement Marking	09-00000-02GM	34	A.C. Striping Company / \$644,386.13
Paint Pavement Marking	09-00000-03-GM	182	Preform Traffic Control Products, Ltd. / \$362,925.19

Urethane & Thermoplastic Pavement Markings are proposed for various sections of the County's major arterial highways including Randall Road, Kirk Road, Orchard Road and Fabyan Parkway (see attached map).

Paint pavement markings are proposed for various other (rural) County highways (see attached map).

List Attachments: Resolutions, Location Maps, Bid Tabs

Detailed information available from / at: Thomas Szabo, Traffic Manager, (630) 208-3139

Staff Comments / Recommendations: Staff recommends Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**APPROVING CONTRACT FOR CONSTRUCTION
2009 KANE COUNTY URETHANE & THERMOPLASTIC PAVEMENT MARKING
KANE COUNTY SECTION NO. 09-00000-02-GM**

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

KANE COUNTY SECTION NO. 09-00000-02-GM
2009 KANE COUNTY URETHANE & THERMOPLASTIC PAVEMENT MARKING
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

A. C. PAVEMENT STRIPING COMPANY OF ELGIN, ILLINOIS
With A Low Bid Of
\$644,386.13

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 the sum Six Hundred Forty Four Thousand Three Hundred Eighty Six and 13/100 Dollars (\$644,386.13) from Motor Fuel Tax Fund #304, Line Item #52070 (Pavement Marking).

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?
304.520.524.52070	Pavement Marking	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

5APCNKSLNGRMMLCRKTRIB.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**APPROVING CONTRACT FOR CONSTRUCTION
2009 KANE COUNTY PAINT PAVEMENT MARKING
KANE COUNTY SECTION NO. 09-00000-03-GM**

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

KANE COUNTY SECTION NO. 09-00000-03-GM
2009 KANE COUNTY PAINT PAVEMENT MARKING
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

PREFORM TRAFFIC CONTROL SYSTEMS, LTD. OF ELK GROVE, ILLINOIS
With A Low Bid Of
\$362,925.19

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 the sum Three Hundred Sixty Two Thousand Nine Hundred Twenty Five and 19/100 Dollars (\$362,925.19) from Motor Fuel Tax Fund #304, Line Item #52070 (Pavement Marking).

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?
304.520.524.52070	Pavement Marking	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

5APCNKSLNGRMLLCRKTRIB.4LH

TOWNSHIP
COUNTY KANE
SECTION 09-00000-02-GM

ENGINEERS ESTIMATE	AC Pavement Striping Company	Maintenance Coatings Company
--------------------	------------------------------	------------------------------

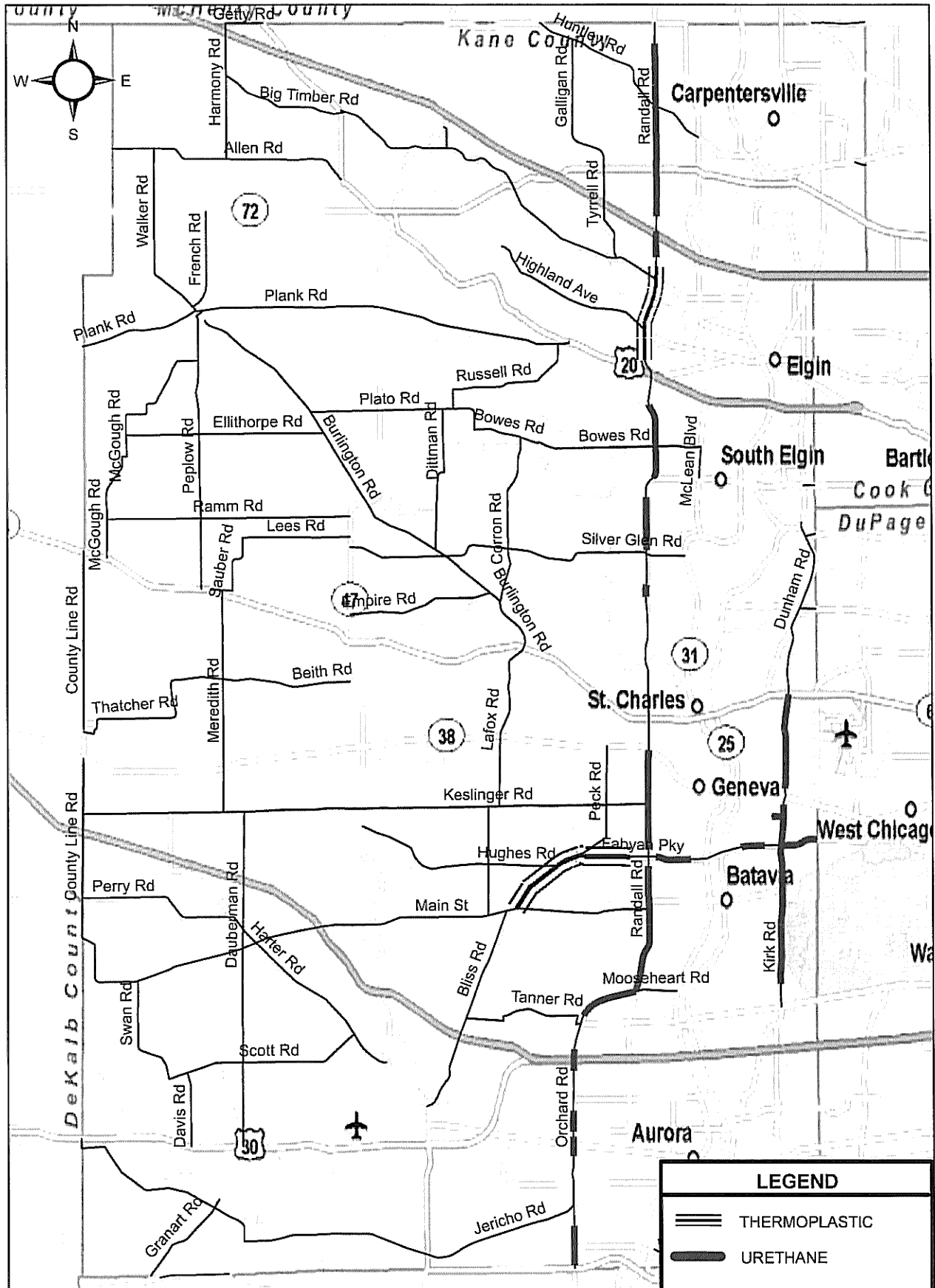
[illegible]

TOWNSHIP
COUNTY KANE
SECTION 09-00000-03-GM

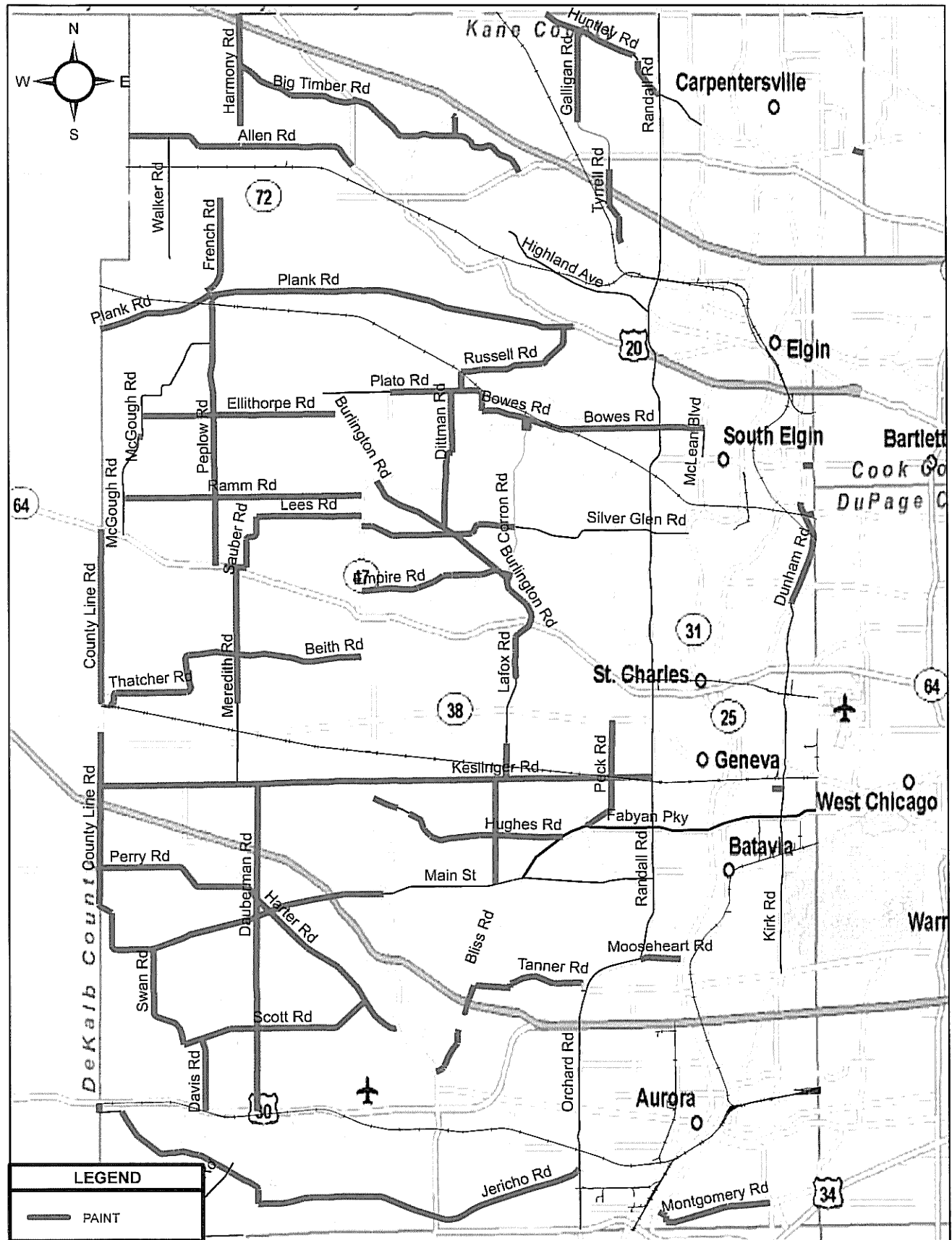
2009 Kane County Paint Pavement Marking"
Non-MFT

[illegible]

2009 URETHANE & THERMOPLASTIC PAVEMENT MARKING



2009 Paint Pavement Marking





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8C-7a

Date:

April 27, 2009

Item:

Resolution: Approving Contract for Construction, 2009 County Crack Sealing, Kane County Section No. 09-00000-04-GM

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☒ Yes ☐ No ☐ N/A

If not budgeted, explain funding source:

Appropriation: \$226,245.79

Summary:

A bid opening was held on April 14, 2009 at the Division of Transportation office for the annual Kane County Crack Sealing Program.

Attached is the bid tabulation along with a location map for this contract.

This contract includes Crack Sealing of approximately 8.95 miles of various sections of County highways.

These highways include portions of:

- Dunham Road
- Army Trail Road
- Russell Road
- Tanner Road
- Norris Road
- Healy Road
- Randall Road
- Orchard Road

The low bidder and proposed contract amount for the project is as follows:

Freehill Asphalt, Inc. of Watseka, Illinois in the amount of \$ 226,245.79.

List Attachments: Resolution, Bid Tab, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630)845-7873

Staff Comments / Recommendations: Staff recommends Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**APPROVING CONTRACT FOR CONSTRUCTION
2009 COUNTY CRACK SEALING
KANE COUNTY SECTION NO. 09-00000-04-GM**

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

**KANE COUNTY SECTION NO. 09-00000-04-GM
2009 COUNTY CRACK SEALING
(hereinafter the "Project")**

WHEREAS, the lowest responsible bidder for the Project is:

**FREEHILL ASPHALT INC., OF WATSEKA, ILLINOIS
With A Low Bid Of
\$226,245.79**

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 the sum Two Hundred Twenty Six Thousand Two Hundred Forty Five and 79/100 Dollars (\$226,245.79) from Motor Fuel Tax Fund #304, Line Item #52050 (Cracksealing).

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?
304.520.524.52050	Cracksealing	Yes	Yes	

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

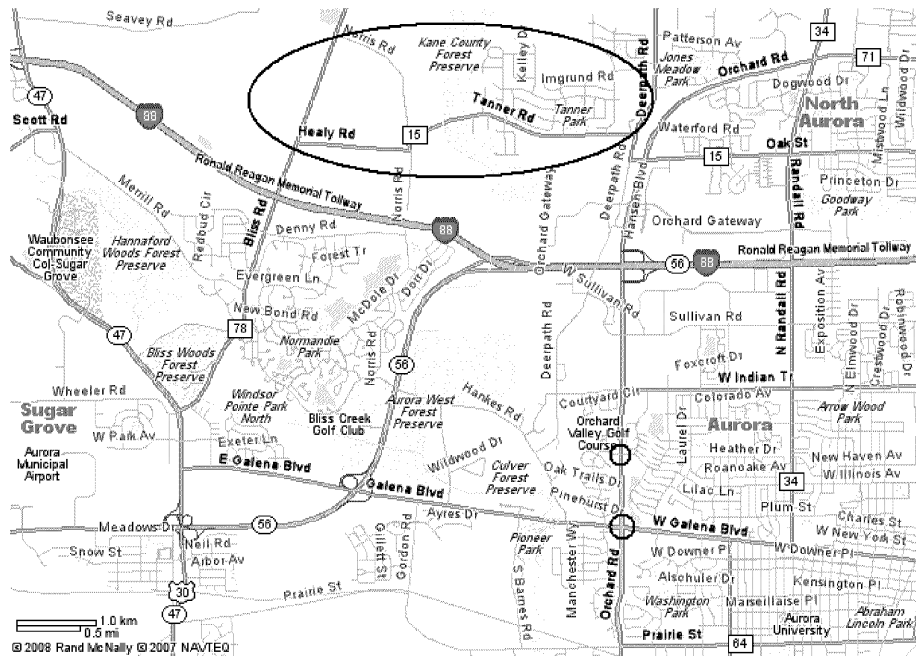
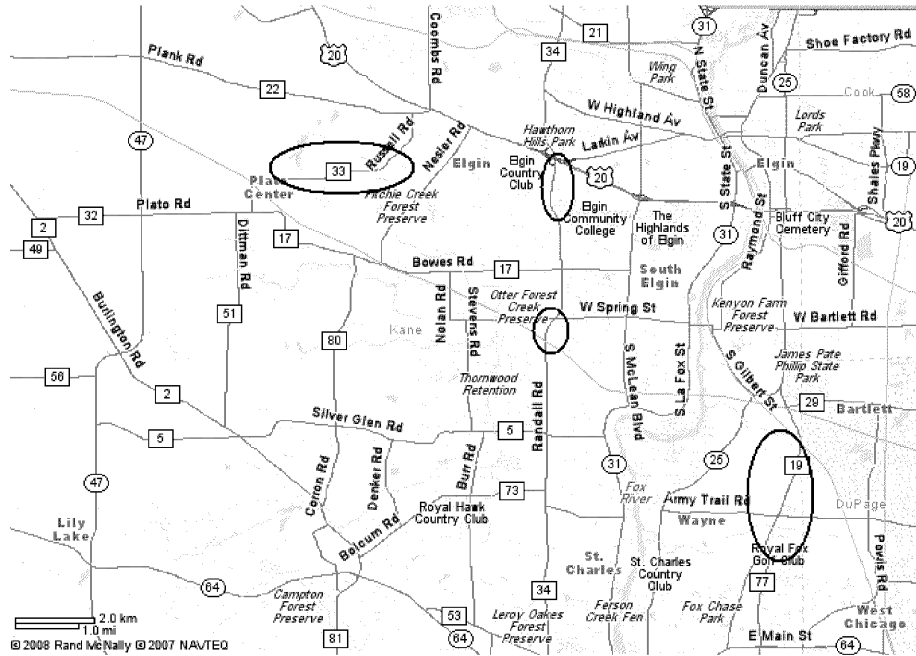
No _____

Voice _____

Abstentions _____

5APCNKSLNGRMLLCRKTRIB.4LH

2009 COUNTY CRACK SEALING LOCATION MAPS SECTION NUMBER-09-00000-04-GM



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item # 8C-8a-f

Date:

April 27, 2009

Item(s):

Resolution: Approving Contract for Construction, Big Rock Township Road District, Section No. 09-03000-01-GM

Resolution: Approving Contract for Construction, Blackberry Township Road District, Section No. 09-04000-01-GM

Resolution: Approving Contract for Construction, Burlington Township Road District, Section No. 09-05000-01-GM

Resolution: Approving Contract for Construction, Campton Township Road District, Section No. 09-06000-01-GM

Resolution: Approving Contract for Construction, St. Charles Township Road District, Section No. 09-14000-01-GM

Resolution: Approving Contract for Construction, Virgil Township Road District, Section No. 09-16000-01-GM

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

Bid openings were held on April 14, 2009 at the Division of Transportation office for various Township Road District resurfacing contracts. These contracts are MFT funded. The following table summarizes the bid results:

Road District	Section Number	Lane Miles	Low Bidder/Bid Amount
Big Rock Township	09-03000-01-GM	2.61	Jim George & Sons, LLC of Sycamore, IL \$97,755.80
Blackberry Township	09-04000-01-GM	0.56	Curran Contracting Co. of Dekalb, IL \$102,034.30
Burlington Township	09-05000-01-GM	8.39	Road Oil, Inc. of Granville, IL \$134,874.22
Campton Township	09-06000-01-GM	3.27	Curran Contracting Co. of Dekalb, IL \$378,550.93
St. Charles Township	09-14000-01-GM	4.29	Curran Contracting Co. of Dekalb, IL \$485,432.39
Virgil Township	09-16000-01-GM	1.51	Jim George & Sons, LLC of Sycamore, IL \$82,484.40

List Attachments: Resolutions, Bid Tabs

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630)845-7873

Staff Comments / Recommendations: Staff recommends Committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
BIG ROCK TOWNSHIP ROAD DISTRICT
SECTION NO. 09-03000-01-GM**

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

BIG ROCK TOWNSHIP ROAD DISTRICT SECTION NO. 09-03000-01-GM
TOWNSHIP MAINTENANCE,
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

JIM GEORGE & SONS, LLC OF SYCAMORE, ILLINOIS
With A Low Bid Of
\$97,755.80

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund.

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.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNBGRCK.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
BLACKBERRY TOWNSHIP ROAD DISTRICT
SECTION NO. 09-04000-01-GM**

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

BLACKBERRY TOWNSHIP ROAD DISTRICT SECTION NO. 09-04000-01-GM
TOWNSHIP MAINTENANCE
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

CURRAN CONTRACTING COMPANY OF DEKALB, ILLINOIS
With A Low Bid Of
\$102,034.30

WHEREAS, said Project shall be paid for from the Township Motor Fuel Tax Fund.

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 contractors bond therefor.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNBLCKBRY.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
BURLINGTON TOWNSHIP ROAD DISTRICT
SECTION NO. 09-05000-01-GM**

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

**BURLINGTON TOWNSHIP ROAD DISTRICT SECTION NO. 09-05000-01-GM
TOWNSHIP MAINTENANCE
(hereinafter the "Project")**

WHEREAS, the lowest responsible bidder for the Project is:

**ROAD OIL, INC. OF GRANVILLE, ILLINOIS
With A Low Bid Of
\$134,874.22**

WHEREAS, said Project shall be paid for from the Township Motor Fuel Tax Fund.

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 contractors bond therefor.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNBRLN.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
CAMPTON TOWNSHIP ROAD DISTRICT
SECTION NO. 09-06000-01-GM**

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

CAMPTON TOWNSHIP ROAD DISTRICT SECTION NO. 09-06000-01-GM
TOWNSHIP MAINTENANCE
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

CURRAN CONTRACTING COMPANY OF DEKALB, ILLINOIS
With A Low Bid Of
\$378,550.93

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund.

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.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNCMP.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
ST. CHARLES TOWNSHIP ROAD DISTRICT
SECTION NO. 09-14000-01-GM**

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

ST. CHARLES TOWNSHIP ROAD DISTRICT SECTION NO. 09-14000-01-GM
TOWNSHIP MAINTENANCE
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

CURRAN CONTRACTING COMPANY OF DEKALB, ILLINOIS
With A Low Bid Of
\$485,432.39

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund.

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.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNSTCH.4LH

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09-

**APPROVING CONTRACT FOR CONSTRUCTION
VIRGIL TOWNSHIP ROAD DISTRICT
SECTION NO. 09-16000-01-GM**

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

VIRGIL TOWNSHIP ROAD DISTRICT SECTION NO. 09-16000-01-GM
TOWNSHIP MAINTENANCE
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

JIM GEORGE & SONS, LLC OF SYCAMORE, ILLINOIS
With A Low Bid Of
\$82,484.40

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund.

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.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____
No _____
Voice _____
Abstentions _____

5APCNVRG.4LH

TOWNSHIP Big Rock
COUNTY KANE
SECTION 09-03000-01-GM MFT

TOWNSHIP Big Rock

-9.59%

KANE COUNTY DIVISION OF TRANSPORTATION

BID TAB

TOWNSHIP Burlington
COUNTY KANE
SECTION 09-05000-01-GM MFT

Burlington Township Resurfacing 2009

[illegible]

**KANE COUNTY DIVISION OF TRANSPORTATION
BID TAB**

Campton Township Resurfacing 2009

[illegible]

TOWNSHIP St. Charles
COUNTY KANE
SECTION 09-14000-01-GM MFT

St. Charles
KANE
09-14000-0

-10.68%

BID TAB

TOWNSHIP

COUNTY

SECTION

Virgil

KANE

09-16000-01-GM MFT

Virgil Township Resurfacing 2009

[illegible]



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8D-1

Date:

April 27, 2009

Item:

Resolution: Vacating County Highway Right Of Way, Huntley Road

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

The realignment of Huntley Road at Boyer is now complete and the developer is requesting the County to finalize the vacation of the old right-of-way so that they are able to proceed with their proposed commercial development. This improvement completes the western connection of the Longmeadow Parkway Corridor to Huntley Road at a significant cost savings to the County.

List Attachments: Resolution, Agreement, Location Map

Detailed information available from / at: Kurt Nika, Chief of Permitting, (630) 406-7372

Staff Comments / Recommendations: Staff requests committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 - _____

**VACATING COUNTY HIGHWAY RIGHT OF WAY
HUNTLEY ROAD**

WHEREAS, the County of Kane (hereinafter the "County") desires to vacate County owned right of way on part of Kane County Highway No. 30 (also known as Huntley Road) which right of way is legally described in Exhibit "A" which is attached hereto (hereinafter the "vacation"); and,

WHEREAS, said vacation constitutes a part of Huntley Road that has been realigned and relocated for traffic efficiency and the safety of the motoring public and which right of way is no longer needed by the County for highway purposes; and,

WHEREAS, the property owner on either side of that portion of the vacation has, pursuant to County issued permit, relocated that portion of Huntley Road at the property owners cost and to the satisfaction of the County; and,

WHEREAS, a minimum of (10) day public notice, providing notice of the time and place of the County Board meeting where said vacation shall be considered, has been published in a newspaper of general circulation in Kane County; and,

WHEREAS, the County Board must determine it to be in the public and economic interest to vacate the right of way as described herein.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the vacation of Kane County highway right of way described in Exhibit "A" serves the public and economic interest of the people of Kane County; and,

BE IT FURTHER RESOLVED, by the Kane County Board that the County highway right of way as described herein shall be and is vacated pursuant to the terms of this Resolution.

BE IT ALSO FURTHER RESOLVED that any public body or utility having existing facilities in the vacated highway right of way (if any) shall retain an easement for said facilities and an easement for access thereto for maintenance, renewal and reconstruction thereof.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Vote _____

Abstentions _____

5HNTLYVACATION.4PJ

Huntley Road (near Boyer) adjacent to The Prairies & Meadows of Winchester Glen Subdivision

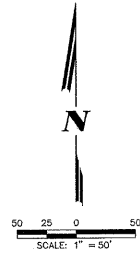
Legal Description of Vacation

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7,
TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 10 IN THE PRAIRIES AND MEADOWS OF WINCHESTER GLEN, THENCE NORTHWESTERLY, 16.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1113.28 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 71 DEGREES 39 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 16.90 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF HUNTLEY ROAD PER CENTERLINE AND RIGHT OF WAY PLANS AT THE COUNTY HIGHWAY DEPARTMENT F.A.S. PROJECT #5-119(2); THENCE NORTH 72 DEGREES 05 MINUTES 47 SECONDS WEST, 87.56 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO A LINE THAT IS 85 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 88 DEGREES 47 MINUTES 22 SECONDS EAST, 190.48 FEET ALONG SAID PARALLEL LINE TO THE NORTHERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHEASTERLY, 897.69 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1179.28 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 45 DEGREES 47 MINUTES 39 SECONDS EAST, A CHORD LENGTH OF 876.17 FEET ALONG SAID NORTHERLY RIGHT OF WAY; THENCE SOUTH 01 DEGREES 04 MINUTES 47 SECONDS EAST, 215.32 FEET TO SAID SOUTHERLY RIGHT OF WAY; THENCE NORTHWESTERLY, 1117.29 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1113.28 FEET, THE CHORD OF SAID CURVE BEARING NORTH 42 DEGREES 28 MINUTES 31 SECONDS WEST, A CHORD LENGTH OF 1070.99 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

VACATION EXHIBIT

SHEET 1 OF 1



NOTES

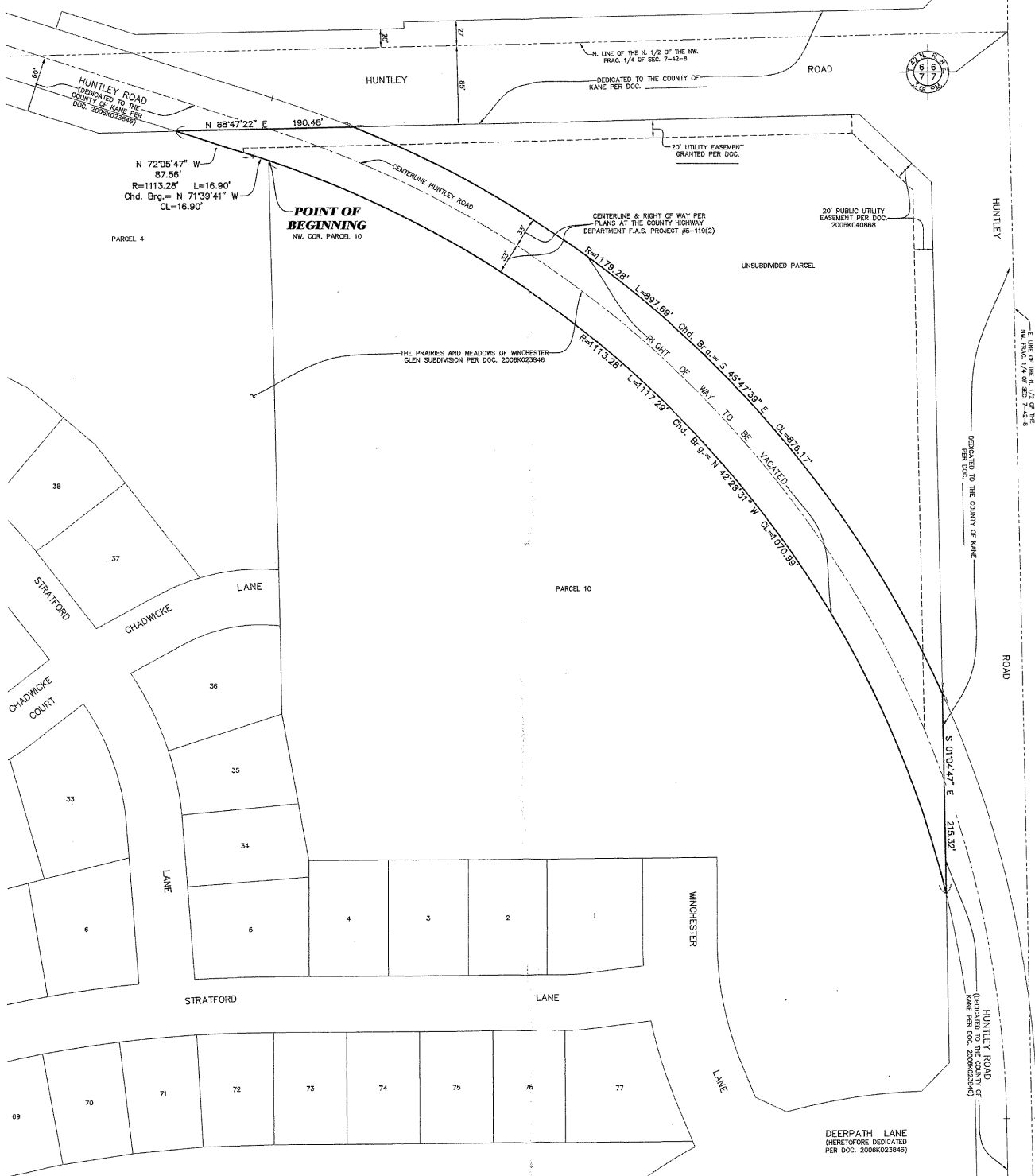
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS OF A FOOT.

BEARINGS SHOWN HEREON ARE BASED ON THE FINAL PLAT OF SUBDIVISION OF THE PRAIRIES AND MEADOWS OF WINCHESTER GLEN.

THERE SHALL BE ONLY ONE RIGHT IN/RIGHT OUT ONLY ACCESS TO PARCEL 2 (FUTURE COUNTY HIGHWAY) FROM THE UNSUBDIVIDED PARCEL REFERENCED HEREON. THIS RESTRICTED ACCESS SHALL BE LOCATED APPROXIMATELY 700 FEET WEST OF BOYER ROAD.

THERE SHALL BE NO ACCESS TO HUNTLEY ROAD FROM PARCEL 4 IN THE PRAIRIES & MEADOWS OF WINCHESTER GLEN SUBDIVISION.

CL=CHORD LENGTH



VACATION DESCRIPTION

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 10 IN THE PRAIRIES AND MEADOWS OF WINCHESTER GLEN; THENCE NORTHWESTERLY, 16.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1113.28 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 71 DEGREES 39 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 16.90 ALONG THE SOUTHERLY RIGHT OF WAY OF HUNTLEY ROAD PER CENTERLINE AND RIGHT OF WAY PLANS AT THE COUNTY HIGHWAY DEPARTMENT F.A.S. PROJECT #8-119(2); THENCE NORTH 72 DEGREES 05 MINUTES 47 SECONDS WEST, 87.56 FEET ALONG SAID SOUTHERLY RIGHT OF WAY TO A LINE THAT IS 85 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 88 DEGREES 47 MINUTES 22 SECONDS EAST, 190.48 FEET ALONG SAID PARALLEL LINE TO THE NORTHERLY LINE OF SAID RIGHT OF WAY; THENCE SOUTHEASTERLY, 897.69 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1173.28 FEET, THE CHORD OF SAID CURVE BEARING, SOUTH 45 DEGREES 47 MINUTES 39 SECONDS EAST, A CHORD LENGTH OF 478.17 ALONG SAID NORTHERLY RIGHT OF WAY; THENCE SOUTH 01 DEGREES 04 MINUTES 47 SECONDS EAST, 215.32 FEET TO SAID SOUTHERLY RIGHT OF WAY; THENCE NORTHWESTERLY, 117.28 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1113.28 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 42 DEGREES 28 MINUTES 31 SECONDS WEST, A CHORD LENGTH OF 1070.99 ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

LINE LEGEND

- PROPOSED VACATION LINE
- LIMITS OF PROPOSED VACATION (Heavy Solid Line)
- ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
- CENTERLINE (Single Dashed Line)
- QUARTER SECTION LINE (Double Dashed Line)
- SECTION LINE (Triple Dashed Line)



CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60002-9675
PH: (630) 882-2100 FAX: (630) 882-2199
e-mail: cadd@cemcon.com

DISC NO.: 402019 FILE NAME: VACATION
DRAWN BY: KOA FLD. BK. / PO. NO.: N/A
COMPLETION DATE: 10-23-06 JOB NO.: 402019
REVISED: 5-08-07/KOA PER COUNTY REVIEW LETTER DATED 4-24-07
REVISED: 6-01-07/KOA PER COUNTY REVIEW LETTER DATED 5-21-07
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AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 8D-2

Date:

April 27, 2009

Item:

Resolution: Temporary Construction Easement, Keslinger Road Bridge Over LaFox Tributary To Mill Creek, Kane County Section No. 07-00363-00-BR

Presenter / Sponsor:

Manny Gomez

Assigned Committee: Transportation

Budgeted: ☐ Yes ☐ No ☒ N/A

If not budgeted, explain funding source: N/A

Appropriation: N/A

Summary:

The vertical alignment of Keslinger Road will be raised as part of the bridge replacement project for Keslinger Road over the LaFox Tributary to Mill Creek. This is proposed to address past flooding. Also the proposed roadway cross section is wider to address anticipated capacity needs.

The raised roadway and the wider cross section will require new fill within the floodplain of the creek tributary. This requires providing compensatory storage to mitigate the proposed fill. In order to construct this compensatory storage on School District property a temporary construction easement granted by the School District is needed. Attached is an easement agreement for this purpose.

List Attachments: Resolution, Agreement, Location Map

Detailed information available from / at: Manny Gomez, Assistant Director of Transportation, (630) 845-7873

Staff Comments / Recommendations: Staff requests committee approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 09 -

**TEMPORARY CONSTRUCTION EASEMENT
KESLINGER ROAD BRIDGE OVER LAFOX TRIBUTARY TO MILL CREEK
KANE COUNTY SECTION NO. 07-00363-00-BR**

WHEREAS, the County of Kane desires to improve the Keslinger Road (Kane County Highway No.. 41) Bridge over the LaFox Tributary to Mill Creek, Kane County Section No. 07-00363-00-BR; and

WHEREAS, in order to accomplish the improvement as contemplated, it is necessary that the County of Kane obtain a temporary construction easement from one adjacent property owner; and

WHEREAS, Geneva Community Unit School District No. 304, the property owner of the only parcel necessary for the improvement, which parcel is described herein as Exhibit "A" (a copy of which is on file in the office of the Kane County Clerk), have offered to grant a temporary construction easement to the County of Kane for the sum of One Dollar (\$1.00).

NOW THEREFORE BE IT RESOLVED, by the Kane County Board that the County of Kane accept the offer of Geneva Community Unit School District No. 304 to grant a temporary construction easement to the County of Kane for the total sum of One Dollar (\$1.00) and the Chairman of the Kane County Board is hereby authorized and directed to execute the temporary easement agreement documents therefor.

Passed by the Kane County Board on May 12, 2009.

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

Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes _____

No _____

Voice _____

Abstentions _____

5KSLNGRTMPEASMNT.4LH

EXHIBIT "A"

Community School District #304 Easement

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 928.66 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE EASTERLY, ALONG SAID SOUTHERLY LINE, 959.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG A LINE FORMING AN ANGLE OF 56 DEGREES 39 MINUTES 06 SECONDS WITH SAID SOUTHERLY LINE, MEASURED CLOCKWISE THEREFROM, 363.0 FEET TO AN ANGLE IN THE EASTERLY LINE OF UNIT NO. 1, M.D.C. INDUSTRIAL PARK, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY, ALONG AN EASTERLY LINE OF SAID UNIT NO. 1 FORMING AN ANGLE OF 20 DEGREES 30 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 546.98 FEET TO THE SOUTHEAST CORNER OF SAID UNIT NO. 1 BEING ON THE CENTER LINE OF KESLINGER ROAD; THENCE EASTERLY, ALONG SAID CENTER LINE, 1453.05 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID LINE AND THE EAST LINE OF SAID SOUTHWEST QUARTER, 699.04 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1706.82 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS

TEMPORARY CONSTRUCTION
EASEMENT FOR GRADING PURPOSES

This Grant of Temporary Easement is made this ____ day of May 2009, between Geneva Community Unit School District No. 304, an Illinois public school district, of 227 North Fourth Street, Geneva, Illinois 60134 (hereinafter the "GRANTOR") and the County of Kane, a body corporate and politic of the State of Illinois, 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter "GRANTEE").

WHEREAS, the GRANTEE has requested from the GRANTOR a temporary construction easement for highway purposes and any and all things appurtenant thereto, over, under, upon, across, on and through the real property described in Exhibit "A" which is attached hereto and incorporated herein (hereinafter the "Easement Premises"); and,

WHEREAS, the GRANTOR has agreed to grant and convey unto the GRANTEE the temporary highway easement over, under, upon, across, on and through the Easement Premises;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto, the GRANTOR and the GRANTEE mutually covenant, agree and bind themselves as follows, to wit:

1. The GRANTOR and the GRANTEE acknowledge and agree that the preambles as stated hereinabove are made a part of this Grant of Easement.
2. The GRANTOR does hereby grant and convey to the GRANTEE, its successors and assigns, a temporary construction easement for the purpose of earth work and grading over, under, upon, across, on and through the Easement Premises (hereinafter referred to as the "Easement").
3. The term of this Easement shall be temporary, shall commence upon the execution hereof and shall terminate within two years of the date hereof unless at the GRANTEE's sole discretion otherwise relinquished earlier in writing by the GRANTEE.
4. The GRANTOR, for itself and its successors and assigns, covenants and agrees that it shall not interfere with the lawful use of the Easement Premises by the GRANTEE, its successors and assigns, pursuant to the terms of this Easement.

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

- A. The GRANTOR will be notified forty-eight (48) hours before scheduled construction is to commence by the GRANTEE on the Easement Premises.
- B. During construction by the GRANTEE on the Easement Premises, the GRANTEE shall fence and/or cover any excavation opening with protective cover at all times when construction personnel are not present.
- C. The GRANTEE and its contractor(s) will be responsible for safety measures to protect the public and the GRANTOR during any work by the GRANTEE on the Easement Premises.
- D. The GRANTEE shall construct any and all improvements on the Easement Premises in accordance with approved plans therefor.
- E. The GRANTEE represents to the GRANTOR that prior to any work on the Easement Premises, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work will be obtained.
- F. The GRANTEE shall, after completion of any construction on the Easement Premises, restore the Easement Premises in accordance with the approved construction plan.
- G. Where possible, the GRANTEE shall restore sod, plant material or other landscaping improvements damaged in the course of the GRANTEE working on the Easement Premises.

6. The GRANTOR, for itself and its successors and assigns, covenants and agrees that the Easement shall include the following obligations of the GRANTOR:

- A. The GRANTEE will be notified forty-eight (48) hours before any work is to commence by the GRANTOR on the Easement Premises except in the case of emergency repairs, whereupon reasonable notice will be provided either before or after said emergency repairs.
- B. The GRANTOR and its contractor(s) will be responsible for safety measures to protect the public and the GRANTEE during any work by the GRANTOR on the Easement Premises.
- C. The GRANTOR represents to the GRANTEE that prior to any work on the Easement Premises, all permits, licenses, authorizations and approvals

required by all federal, state and local governmental agencies having jurisdiction over the work will be obtained.

- D. The GRANTOR shall, after completion of any work on the Easement Premises, restore the Easement Premises in accordance with the approved plan therefor.
 - E. The GRANTOR shall restore the Easement Premises if damaged in the course of the GRANTOR working on, maintaining, repairing or utilizing the Easement Premises.
 - F. The GRANTOR shall permit the GRANTEE access to the Easement Premises over and across the adjacent property of the GRANTOR for emergency purposes.
7. The GRANTEE hereby agrees to indemnify and save harmless the GRANTOR from and against any loss, damage or expense which the GRANTOR may suffer, incur or sustain or for which the GRANTOR may become legally liable arising or growing out of the GRANTEE's activities and/or negligence and that of its contractors, agents, employees, and invitees in the GRANTEE's use of the Easement Premises during the term hereof. The GRANTEE shall provide the GRANTOR with certificates of insurance from all of GRANTEE's contractors naming GRANTOR, its officers, employees and agents as additional insureds in amounts as specified by the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction
8. The GRANTOR hereby agrees to indemnify and save harmless the GRANTEE from and against any loss, damage or expense which the GRANTEE may suffer, incur or sustain or for which the GRANTEE may become legally liable arising or growing out of the GRANTOR's activities and/or negligence and that of its contractors, agents, employees, and invitees in the GRANTOR's use of the Easement Premises during the term hereof. The GRANTOR shall provide the GRANTEE with certificates of insurance from all of GRANTOR's contractors naming GRANTEE, its officers, employees, and agents as additional insureds in amounts as specified by the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.
9. The GRANTOR makes no covenant, representation or warranty as to the suitability of the property for any purpose whatsoever or as to the physical condition of the property. GRANTEE acknowledges having inspected the property, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of said property as it deems necessary, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including without limitation subsurface conditions and solid and hazardous wastes and hazardous substances on, under or related to the property. GRANTEE further acknowledges and agrees that this Temporary Easement is granted to and accepted by

GRANTEE in its present condition "as is", and GRANTEE hereby assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation.

10. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto.

GRANTOR:
GENEVA COMMUNITY
UNIT SCHOOL DISTRICT 304

GRANTEE:
COUNTY OF KANE

President, Board of Education

Karen McConnaughay,
Chairman
Kane County Board

ATTEST:

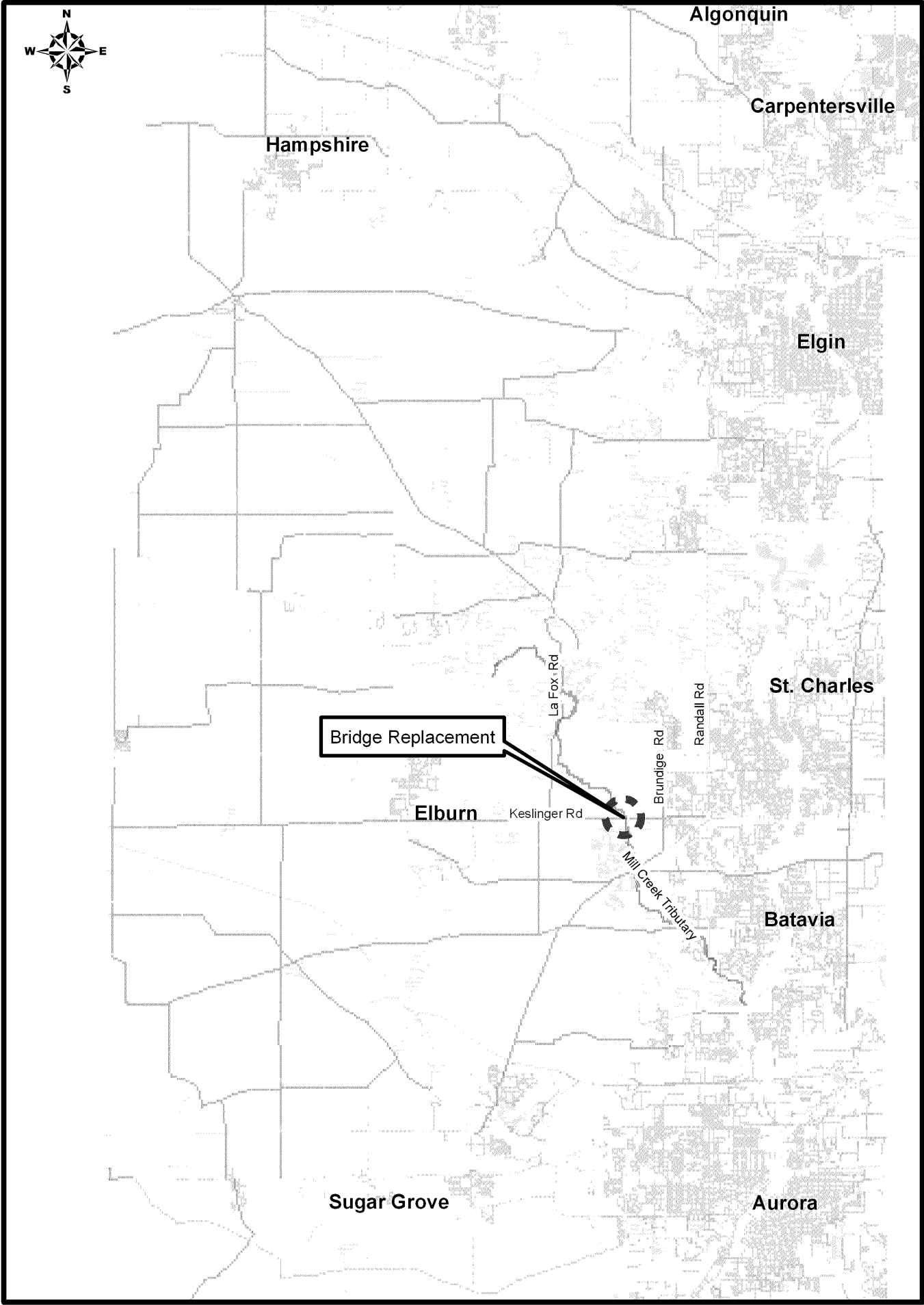
ATTEST:

Secretary, Board of Education

John Cunningham
County Clerk

Bridge Replacement

Keslinger Road - Over A Tributary Of Mill Creek



Bridge Replacement Keslinger Road - Over A Tributary Of Mill Creek

