



McHenry County

Division of Transportation

Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

Transportation Committee Meeting Wednesday, September 7, 2011, 8:15 A.M. McHenry County Division of Transportation Main Conference Room

- 1.0 CALL TO ORDER**
- 2.0 PUBLIC COMMENT**
- 3.0 APPROVAL OF MEETING MINUTES**
 - 3.1 August 17, 2011
 - 3.2 August 30, 2011
- 4.0 PRESENTATIONS**
 - 4.1 Greenwood Road Scenic Route Designation
 - 4.2 2040 Long Range Transportation Plan Update
- 5.0 RESOLUTION APPROPRIATING SUPPLEMENTAL FUNDS FOR ANNUAL STRIPING PAINT MATERIALS**
- 6.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR PAVEMENT CONDITION SURVEY SERVICES AND APPROPRIATING FUNDS**
- 7.0 RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT AMENDMENT BETWEEN MCHENRY COUNTY AND PACE SUBURBAN BUS TO MODIFY REGISTRATION PROCEDURES FOR COORDINATED TRANSPORTATION SERVICES**
- 8.0 RESOLUTION AUTHORIZING THE TRANSFER OF SURFACE TRANSPORTATION PROGRAM (STP) FUNDS FOR PARTIAL REIMBURSEMENT OF THE COUNTY ENGINEER'S ANNUAL SALARY**
- 9.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR THE GRAF ROAD TOWNSHIP BRIDGE PROJECT AND APPROPRIATING FUNDS**
- 10.0 OLD / NEW BUSINESS**
 - 10.1 Old Business
 - 10.1.1 Construction Updates
 - 10.2 New Business
- 11.0 EXECUTIVE SESSION**
 - 11.1 Meeting Minutes, Land Acquisition, and Pending Litigation

12.0 MEMBER COMMENTS

13.0 NEXT MEETING DATE & LOCATION

13.1 8:15 A.M. on September 21, 2011 – Division of Transportation

14.0 ADJOURNMENT

**Transportation Committee
Meeting Minutes
Wednesday, August 17, 2011 – 8:15 A.M.
McHenry County Division of Transportation
Main Conference Room
Woodstock, Illinois 60098**

Chairperson Anna May Miller
Vice-Chairperson Paula Yensen Scott Breeden
Diane Evertsen Virginia Peschke
Nick Provenzano Sandra Salgado

CALL TO ORDER

Chairperson Miller called the meeting to order at 8:15 A.M.

MEMBERS IN ATTENDANCE

Chairperson Miller, Virginia Peschke, Diane Evertsen and Nick Provenzano

MEMBERS NOT IN ATTENDANCE

Sandra Salgado, Paula Yensen and Scott Breeden

OTHER ATTENDEES

In attendance were: Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Ralph Sarbaugh, Associate County Administrator – Finance; Wally Dittrich, Division of Transportation, Design Manager; Jessica Drahos, State’s Attorney Office (SAO); Pam Cumpata and Charlie Eldredge, McHenry County Economic Development Corporation (MCEDC); Ted Lachus, Primera Engineers, Ltd.; John Ambrose, Baxter and Woodman, Inc.; Peter Quinn, HR Green; Gary Blazek, Civiltech Engineering, Inc.; Charles Cole, Crawford Murphy & Tilly (CMT); Omar Nashif, Collins Engineers, Inc.; Steve Pasinski, Thomas Engineering Group; Mary Moltmann and Kevin Keesee, Fleming Road Alliance (FRA); Mark Dammyer, Division of Transportation, Construction Manager; Kevin Charles, Division of Transportation, Construction Engineer; Pablo Faillaci, Division of Transportation, Construction Engineer; Mr. Mark DeVries, Division of Transportation, Maintenance Superintendent; Cha Lee, Division of Transportation, Consultant Project/Design Engineer; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Ray Beets, Division of Transportation, Permit/Developer Project Manager; Chalen Daigle, Planning Liaison; Colleen Martoccio, Division of Transportation, Data/Communications Specialist; Debra Kroll, Division of Transportation, Administrative Specialist.

PUBLIC COMMENT

None

APPROVAL OF MEETING MINUTES – AUGUST 3, 2011

On a motion by Ms. Peschke, seconded by Mr. Provenzano, the meeting minutes of August 3, 2011 were approved with a correction duly noted.

A voice vote was taken with all members present voting “aye”; motion carried.

PRESENTATIONS

FY 2011-2012 Division of Transportation Budget

The financial elements for the FY2011-2012 budget were distributed by Mr. Sarbaugh, Associate County Administrator – Finance.

Mr. Sarbaugh commended the Division of Transportation for their prompt preparedness of the budget, making the process a much easier one.

The McHenry County Division of Transportation (MCDOT) submitted a balanced maintenance budget in advance of the identified due date totaling just over ~\$51 million.

The MCDOT's Mission Statement is to promote responsible public policy, ethical and high quality services and is dedicated to providing enhanced mobility while promoting a safe and efficient transportation system.

FY 2012 Goals

- Complete Phase I preliminary engineering on four (4) County and Township bridge replacement projects (Franklinville Road - 2, Noe Road and Lawrence Road).
- Initiate contract plan preparation for Randall Road.
- Complete design for two (2) intersection safety improvement projects (Charles Road @ Raffel Road and River Road @ Dowell Road).
- Complete bi-annual bridge inspection contract for 143 County and Township owned bridges.
- Complete the contract plan preparation and land acquisition for four (4) County and Township owned bridge replacement projects (Lawrence Road, Hill Road, County Line Road and Graf Road).
- Initiate and/or complete construction on the following projects:
 - Rakow Road
 - Walkup Road Segments 2 & 3
 - Johnsburg Road
 - Charles Miller Road
 - Illinois Route 31 @ Virginia/Klasen Road
 - Western Algonquin Bypass
 - Two (2) Lawrence Road Bridges, Hill Road Bridge, and County Line Road Bridge
- Complete the FY2012-2016 Five-Year Highway Improvement Program (HIP).
- Develop transit performance measures consistent with County transit needs and County transit goals and objectives.
- Expand the Pavement Management System, managing long-term costs and strategies in the quest to lower overall costs of maintaining the County Highway system.
- Initiate a living snow fence program.

Key Facts:

Matching Fund

The Matching Fund, since 2009 when it peaked at \$3.5 million, has been reduced to \$1 million every year since by Administration. This equates to \$7.5 million in lost revenues for transportation over these three (3) years. This is a 13% reduction in revenues for each of the last three years being the greatest annual reduction the MCDOT has ever experienced.

This reduction is occurring while the DOT is in the midst of the most aggressive highway program as it seeks to construct many major projects such as Rakow Road, Charles Miller Road, Walkup Road and Johnsburg Road. In addition, the MCDOT is working to maintain the existing infrastructure which includes the need to replace over 60 bridges in the next 20 years.

Winter Maintenance

With the increases made to the capacity of the MCDOT's County Highway system and those that are coming for such projects as Rakow Road and Charles Miller Road, the ability to maintain these roadways during winter operations has become exceedingly difficult. The additional lanes that have to be plowed has increased by 350% in just six (6) years, most of which is in the southeastern portion of the County. To put into perspective, it is like adding three (3) more plow routes.

This problem becomes exasperated during extended winter events when split shifts are required. Based on the current staffing levels and available equipment, these added lanes to maintain will severely strain the winter operations to the point where performance and safety will suffer. To address this need, the MCDOT is requesting in addition to a replacement snow plow, an additional plow and a heavy duty plow. These requests, combined with the other modest equipment requests, are far below the replacement needs of the MCDOT.

Vehicle Replacements

In the FY 2012 budget, the MCDOT is seeking to replace five (5) pieces of equipment: three (3) pickup trucks, one (1) snow plow and one (1) sign truck. Part of maintaining a fleet is to understand when equipment needs to be replaced and to distribute replacements from year to year so that no one year creates a large burden on the budget and reserve funds. The MCDOT has been very modest in its replacements in recent years. However, the replacement needs are of a concern. Based upon recommended industry practice and our own staffs' experience, there is a need to replace 24 additional items this year. Half of these replacements have already been deferred for five (5) years. Going forward, the MCDOT would like to work with Administration and the Transportation Committee to determine the best course for keeping the MCDOT's fleet in good operation while understanding funding constraints.

Fuel, Oil & Grease

A fuel supplement of \$150,000.00 is being requested due to continued increases in winter maintenance operations and fuel costs. These two (2) factors compounded make the budgetary need for the Fuel, Oil & Grease line item critical to the daily operations of the MCDOT.

Debt Payment

The debt payment is being budgeted out of the Regional Transportation Authority (RTA) Sales Tax fund. The use of the RTA Sales Tax fund is to balance the expenditures across the funds available to the MCDOT.

Budget Planning

With the assumption that all budgeted projects move forward as projected during FY2012, the combined balance of the five (5) roadway funds available to the MCDOT at the end of FY 2012 is roughly \$10.9 million. The projected overall balance at the end of FY 2011 was approximately \$7.6 million.

The budget has to keep in mind the immediate needs in the budget calendar. While the year end budget amount appears rather healthy, it is just adequate with little room for unexpected fluctuations. Within the first two months of the budget cycle, the debt payment of approximately \$6 million needs to be made as well \$1.6 million in salt purchases. This leaves only \$3 million of the annual budget for unexpected fluctuations.

As within the approved Five Year Highway Improvement Plan, capacity projects have been adding to the amount of lane miles the MCDOT needs to maintain every year, the MCDOT has been asked to do more with less every year including keeping requests for equipment and staff down to a bare minimum. With the opening of the newly expanded Rakow Road next year, the MCDOT is approaching the tipping point with respect to the level of service it is able to provide (especially in the southeast portion of the County) without the addition of additional resources. Some of the major additions to the County Highway System that have taken place/will take place in the near future:

- Algonquin Road from Randall Road to Illinois Route 47 – This project was completed in 2009 and expanded Algonquin Road from a 2 to a 3 lane section with very few turn lanes, to a 5 lane cross section, with turn lanes at every intersection. This stretch of roadway went from having approximately 14 lane miles of pavement to over 26 lane miles of pavement.
- Randall Road from Harnish Drive to County Line Road – The MCDOT worked with the Village of Huntley and developers completed major add lanes projects on Randall Road in 2006 and again in 2010. These improvements took Randall Road from a 2 lane in each direction facility with single left turn lanes to a facility with 3 lanes in each direction, dual left turn lanes and right turn lanes. This area went from approximately 4 lane miles to 10 lane miles.
- Rakow Road from south of Ackman Road to Illinois Route 31 – This project will be fully opened to traffic at the end of 2012 and will not only involve additional lanes on Rakow/Randall, but Virginia and Pyott as well. Overall, this project takes a 3 mile segment of roadway that was 1 lane in each direction with left turn lanes and very few right turn lanes to a facility that has 2 to 3 through lanes in each direction, dual left turn lanes, and right turn lanes at all intersections. The original facility had approximately 11 lane miles and once opened, will have nearly 27 lane miles of pavement.
- Walkup Road from Illinois Route 176 to Bull Valley Road – A combination of developer improvements and County projects will have taken this 5 mile corridor, which was originally 1 lane in each direction with

left turn lanes and limited right turn lanes to a facility that has a continuous left turn lane, right turn lanes at all side road intersections, a bike path, and a segment at Illinois Route 176 that will have 2 travel lanes in each direction. This facility originally had approximately 13 lane miles of pavement to maintain, and with the added improvements which will be completed in 2012, there will be approximately 22 lane miles of pavement to maintain along with 2 miles of bike path.

- Charles Miller Road/Bull Valley Road from Illinois Route 31 to River Road - This project which is anticipated to be completed in 2013, will take an existing roadway that has 1 lane in each direction and a single left turn lane, to a facility that will have 2 lanes in each direction and dual left turn lanes at Illinois Route 31 and River Road. The existing lane mileage is approximately 5 miles and once the improvement is completed, there will be approximately 12 lane miles to maintain.

The Committee offered their consensus staff to move forward with the 2011-2012 Division of Transportation Budget.

Chairperson Miller thanked Mr. Austin and Mr. Sarbaugh for their contribution to this budget presentation.

2040 Long Range Transportation Plan Update

The McHenry County Division of Transportation (MCDOT) staff provided a brief presentation to the Committee reporting the results of the 2040 Transportation Plan public involvement process at the County Fair and at the Senior Fair and the input that was received.

Staff advised that the pop-up meetings were successful and instrumental in attaining useful data.

A pop-up meeting will be held at the Shah Center in McHenry and at the Algonquin Farmers Market on Thursday, August 18, 2011.

PROCLAMATION TO RECOGNIZE KEVIN CHARLES FOR SERVICE WITH THE MCHENRY COUNTY DIVISION OF TRANSPORTATION AND THE UNITED STATES ARMY CORPS OF ENGINEERS

The McHenry County Division of Transportation (MCDOT) is pleased and honored to welcome Captain Kevin Charles back to the DOT after his two consecutive tours of duty in Afghanistan with the Army Corps of Engineers, and to recognize his achievements in public service.

Captain Charles' work in Afghanistan "loosely" parallels his work as a Construction Engineer for the MCDOT. He was the Project Engineer on building projects valued at over \$210 million dollars, in hostile territory. He was recognized by his superiors for reviving and re-energizing a stagnating construction program. He voluntarily returned for the second tour because his projects were not yet complete and he wanted to see them through to the end. His military performance evaluations were outstanding, exemplary, and generally "over the top", and have been added to his personnel file at the County.

Captain Charles' service culminated with him being awarded the Bronze Star medal.

Captain Charles received a standing ovation, honoring him for his service. Mr. Charles thanked everyone for their support during his deployment.

A motion by Mr. Provenzano, seconded by Ms. Evertsen, approving a proclamation recognizing Captain Kevin Charles for his service to the United States Army Corps of Engineers and his country was approved with a recommendation to the County Board.

A voice vote was taken with all members present voting "aye"; motion carried.

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT FOR TRAFFIC COUNTS AND APPROPRIATING FUNDS

The McHenry County Division of Transportation (MCDOT) staff requests approval of the engineering agreement with Gewalt Hamilton, Inc. for professional consulting services to perform traffic counts on the County Highway

system. On August 3, 2011, the Transportation Committee approved the selection of Gewalt Hamilton Inc. as the preferred consultant.

The Division of Transportation (DOT) utilizes these traffic counts as part of a bi-annual program to obtain traffic data on the County Highway System.

This agreement is for counting traffic at 215 locations on the County Highway System, with provisions to also utilize Traffic Signal System detectors for obtaining counts at the DOT's request. These traffic counts are anticipated to be completed by spring of 2012 as some count locations will be deferred, as construction on bridges which have roadway closures is completed.

A motion by Ms. Peschke, seconded by Ms. Evertsen, approving the resolution that approves an engineering services agreement for traffic counts and appropriating funds was approved with a recommendation to the County Board.

A roll call vote was taken with all members present voting "yes"; motion carried.

RESOLUTION APPROVING RIGHT-OF-WAY NEGOTIATION SERVICES AGREEMENT AND APPROPRIATING FUNDS FOR THE LAWRENCE ROAD BRIDGE PROJECT

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving the hiring of negotiation services for property acquisition for the Lawrence Road Bridge over the Piscasaw Creek project.

With the completion of the Phase I portion of the project and the Phase II contract and right-of-way plat preparation contracts approved, the MCDOT is seeking to begin right-of-way acquisition for the County owned Lawrence Road Bridge. The MCDOT looks to continue the services of Mathewson Right-of-Way Company (MROWCO) as the performance on past projects has been good.

The cost for the acquisition services was budgeted for and will be expended from the Matching fund. The agreement with MROWCO uses a per parcel rate consistent with previous bridge projects at \$5,000.00 per parcel. No Federal reimbursement is being sought for these services in order to expedite the right-of-way acquisition process.

A motion by Ms. Peschke, seconded by Mr. Provenzano, approving the resolution that approves the right-of-way negotiation services for property acquisition agreement and appropriating funds for the Lawrence Road Bridge project was approved with a recommendation to the County Board.

A roll call vote was taken with all members present voting "yes"; motion carried.

RESOLUTION TO APPROVE ADOPT-A-HIGHWAY VOLUNTEER GROUP AGREEMENT

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving the inclusion of the identified group into the MCDOT Adopt-A-Highway Program.

St. Mary's Men's Club – Woodstock
new group

Alden Road from Nelson Road to St. Patrick Road

In order to augment the DOT's litter collection efforts, the County enacted an Ordinance to allow for volunteer groups to adopt various sections of highways for litter collection. With the approval of this agreement, the MCDOT has 139 groups enrolled in the program covering 158 centerline miles of the 214 available miles in the program which is roughly 74%.

The ordinance requires that the volunteer groups enter into an agreement with McHenry County defining the responsibilities of the group and the County. This resolution approves the County to enter into an agreement with one (1) group for one (1) section of highway.

A motion by Ms. Peschke, seconded by Ms. Evertsen, approving the resolution that approves the Adopt-A-Highway identified volunteer group agreement was approved with a recommendation to the County Board.

A voice vote was taken with all members present voting “aye”; motion carried.

PROJECT STATUS REPORT

MCDOT staff reviewed the following projects:

Rakow Road

- Night work has been completed. Stage I excavation and underground installations are complete. The building of aggregate base on Stage I is taking place now and the concrete base construction will begin at the end of August.

Bridge Projects

- **Graf Road Bridge** – The project is progressing well. Presently driving piling on the last structure. Sub-structures are in progress.
- **Lawrence Road Bridge** – The project is progressing nicely. Stage I beams have been set. The deck pour for the first half of the bridge is scheduled for next Monday.
- **North Union Road Bridge** – The sub-structures are complete. Beams are scheduled to be set next Tuesday, followed by the forming and pouring of the deck over the next few weeks.
- **Dunham Road Bridge over the Rush Creek** – Have been waiting for ComEd relocations, which are taking place now.
- **Blivin Street Bridge** – On hold, based on major conflicts with ComEd. Still waiting for ComEd to advise when these conflicts will be resolved.
- **Walkup Road** – Questionnaires and/or e-mails identifying the questionnaire link were sent out Friday, August 12, 2011. The MCDOT is awaiting feedback regarding public communications/relations and input concerning that component of the process and how it was handled.

OLD / NEW BUSINESS

Old Business

- **Request for Qualification**
 - **Phase III Engineering Services – Walkup Road**

After reviewing the twenty-six (26) submitted Statement of Qualifications (SOQ), MCDOT staff recommends that the Transportation Committee interview the following four (4) firms for the Walkup Road Phase III Engineering Services project (estimated fee ~ \$1 million)

- Baxter & Woodman, Inc.
- Christopher B. Burke Engineering, Ltd. (CBBEL)
- HR Green, Inc.
- Thomas Engineering Group

The four (4) firms have been recommended by staff for interviews as all four (4) consultants have demonstrated through their qualifications, their experience with projects that are of the size, scope and complexity of what will be required for the successful completion of the Walkup Road project.

Interviews for the Walkup Road project will be scheduled for a Special Transportation Committee meeting to be held on August 30, 2011. Firms will be given one half hour of time, which will provide time for a 20 minute presentation and 10 minutes of question and answer.

At the Transportation Committee meeting on April 6, 2011, concurrence was given to post the RFQ for the Walkup Road project.

The Committee offered their concurrence of the four (4) firms that were recommended by staff, and to proceed with the Special Transportation Committee meeting scheduled on August 30, 2011 at 8:00 A.M. at MCDOT, to complete the interview process.

- Chairperson Miller updated the Committee regarding the last legislative committee meeting where discussions arose concerning private non-dedicated subdivisions and as a result of that discussion the recommendation was the establishment of a task force to review possible options, legislatively or cooperatively, with the entities involved. This would be a discussion for a future Transportation Committee meeting, at which a task force would be identified.

New Business

- **Staff Updates**

The McHenry County Division of Transportation (MCDOT) introduced the newest member to its staff, Transportation Planner Brittany Graham.

Ms. Graham attended the University of Iowa for both undergraduate and graduate school. She received her Bachelor’s degree in Geography, with a focus on Environmental Studies and received her Master’s degree in Urban and Regional Planning, with a Land Use and Environmental Planning concentration. Through her coursework, she worked on a consulting basis with the City of Decorah, Iowa, to integrate the State of Iowa’s Smart Planning legislation into the city’s new comprehensive plan. She has also had two internships with the City of St. Charles and the City of Wheaton where she performed various tasks including working on the beginning stages of the Wheaton Bike Plan. She is an avid runner and is enjoying exploring the County on her runs.

EXECUTIVE SESSION - MEETING MINUTES

On a motion by Ms. Peschke, seconded by Mr. Provenzano, the Committee went into Executive Session at 9:30 A.M. to review meeting minutes.

A roll call vote was taken with all members present voting “yes”; motion carried.

REGULAR SESSION

On a motion by Ms. Peschke, seconded by Mr. Provenzano, the Committee went into Regular Session at 9:39 A.M.

A roll call vote was taken with all members present voting “yes”; motion carried.

Chairperson Miller noted that “no action” was taken in Executive Session.

The Executive Session meeting minutes of August 3, 2011 were reviewed and by direction of the Committee will be forwarded to the State’s Attorney Office (SAO) for review and release.

Chairperson Miller stated that the following Executive Session Meeting minutes can be released, excluding redacted sections per the recommendations from the SAO:

February 21, 2007	March 21, 2007	June 6, 2007	September 5, 2007
February 20, 2008	May 7, 2008	June 18, 2008	July 16, 2008
August 6, 2008	September 3, 2008	October 15, 2008	
November 18, 2009	December 2, 2009	December 16, 2009	
January 20, 2010	February 17, 2010	March 17, 2010	April 7, 2010
May 5, 2010	May 19, 2010	June 16, 2010	July 7, 2010
July 21, 2010	August 4, 2010	September 1, 2010	September 13, 2010
October 6, 2010	October 20, 2010	November 3, 2010	November 17, 2010
December 15, 2010			
January 19, 2011	February 16, 2011	March 2, 2011	March 16, 2011
April 6, 2011	April 20, 2011	May 18, 2011	June 1, 2011

MEMBER COMMENTS

None

NEXT MEETING DATE & LOCATION

- Special Transportation Committee meeting on Tuesday, August 30, 2011 at 8:00 A.M. – McHenry County Division of Transportation
- Transportation Committee meeting on Wednesday, September 7, 2011 at 8:15 A.M. – McHenry County Division of Transportation

ADJOURNMENT

On a motion by Mr. Provenzano, seconded by Ms. Peschke, the meeting adjourned at 9:42 A.M.

A voice vote was taken with all members present voting “aye”; motion carried.

DRAFT

**Special Transportation Committee
Meeting Minutes
Tuesday, August 30, 2011 – 8:00 A.M.
McHenry County DOT
Main Conference Room**

Chairperson Anna May Miller
Vice-Chairperson Paula Yensen Scott Breeden
Diane Evertsen Virginia Peschke
Nick Provenzano Sandra Salgado

CALL TO ORDER

Chairperson Miller called the meeting to order at 8:00 A.M.

MEMBERS IN ATTENDANCE

Chairperson Miller, Paula Yensen, Diane Evertsen, Nick Provenzano and Virginia Peschke

MEMBERS NOT IN ATTENDANCE

Sandra Salgado and Scott Breeden

Ms. Peschke arrived at 8:35 A.M.

OTHER ATTENDEES

In attendance were: Joseph Korpalski, Director of Transportation/County Engineer; Jessica Drahos, State's Attorney Office (SAO); Charlie Eldredge, McHenry County Economic Development Corporation (MCEDC); Jacek Tyszkiewicz, Omega & Associates; Jeff Young, Division of Transportation, Assistant County Engineer; and Walter Dittrich, Division of Transportation, Design Manager.

PUBLIC COMMENT

None

WALKUP ROAD INTERVIEWS FOR CONSTRUCTION ENGINEERING CONSULTANT SELECTION

Twenty-six (26) Statement of Qualifications were submitted and McHenry County Division of Transportation (MCDOT) staff recommended that the following four (4) firms be interviewed for the Walkup Road Phase III Engineering Services project. The Transportation Committee approved staff's recommendations of the above four (4) firms at the August 17, 2011 Transportation Committee meeting.

INTERVIEWS

Baxter & Woodman

8:00 A.M. - Interview
Question and Answer Period

Ms. Peschke arrived at 8:35 A.M.

Christopher B. Burke Engineering, Ltd.

8:35 A.M. - Interview
Question and Answer Period

H. R. Green, Inc.

9:10 A.M. – Interview
Question and Answer Period

Thomas Engineering

9:50 A.M. – Interview

Question and Answer Period

All interviews were completed by 10:25 A.M.

Ms. Peschke made a motion to select H. R. Green as Consultant #1, no second to the motion was made; motion failed.

Ms. Yensen made a motion to select Baxter & Woodman, Inc. as Consultant #1, and Ms. Evertsen seconded the motion.

Discussions ensued and a roll call vote was taken with all members present voting “yes”; motion carried.

Ms Peschke made a motion to select H. R. Green as Consultant #2, and Ms. Yensen seconded the motion.

Discussions ensued and a roll call vote was taken with all members present voting “yes”; motion carried.

Mr. Provenzano made a motion to select Thomas Engineering Group as Consultant #3, and Ms. Yensen seconded the motion.

Discussions ensued and a roll call vote was taken with all members present voting “yes”; motion carried.

As a result of the above selections, Christopher B. Burke Engineering, Ltd. (CBBEL) is Consultant #4.

Final results:

Baxter & Woodman, Inc.
H. R. Green
Thomas Engineering Group
Christopher B. Burke Engineering, Ltd.

MEMBER COMMENTS

Ms. Yensen addressed her concerns while reading the Statement of Qualifications (SOQ). She stated that a directory of acronyms should be provided to assist Committee members in the review of these materials. She felt that it was extremely difficult for the lay person to understand the language, because of the technically oriented terminology.

NEXT MEETING DATE & LOCATION

8:15 A.M. on September 7, 2011 – McHenry County Division of Transportation

ADJOURNMENT

On a motion by Ms. Peschke, seconded by Ms. Yensen, the meeting adjourned at 10:47 A.M.

A voice vote was taken with all members present voting “aye”; motion carried.

**RESOLUTION
APPROPRIATING SUPPLEMENTAL FUNDS FOR
ANNUAL STRIPING PAINT MATERIALS**

WHEREAS, McHenry County has determined that there is a need to replace pavement striping along the County Highways as part of the approved 2011 to 2015 Highway Improvement Program; and

WHEREAS, the County Board approved the acceptance of the State bid for traffic marking paint material from Ennis Paint on May 3, 2011; and

WHEREAS, additional white paint is required to complete the 2011 pavement marking program as additional paint material is needed due to changing field conditions from the previous winter causing more paint to deteriorate than what was estimated.

NOW THEREFORE BE IT RESOLVED, by the McHenry County Board that the State of Illinois bid be accepted for said traffic marking paint and that ten thousand dollars (\$10,000.00) be appropriated from the Motor Fuel Tax Fund, OCA code 820110-5190 for said purchase; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 11-00000-04-GM; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute the necessary contract documents; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute three certified copies of this resolution to the Director of Transportation/County Engineer, two of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

DATED at Woodstock, Illinois, this 20th day of September, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk



Ennis Traffic Safety Solutions
1509 S Kaufman
Ennis, TX 75119

2011 QUOTATION

Salesperson: Kathy Jaramillo
Phone: 800-331-8118 x7220
Direct Line: 214-874-7220
Fax: 800-555-0217
Email: kathy@ennistraffic.com

Date: 08/25/11
Prices are firm thru: 2/26/2012

TO: McHenry County
Andy
Phone: 815-334-4980
Fax: 9

Ship To: Woodstock, IL
County:

PART NO	COLOR	DESCRIPTION	QUANTITY	CONTAINER	PRICE PER	
					Gallon	Extended
981301	White	IL DOT Traffic Paint	1250	250 gallon Toke	\$7.643	\$ 9,553.75
		Contract# PSD4016907				
		Expiration: 2-28-2012			Freight	\$ -
					TOTAL	\$ 9,553.75

TERMS & CONDITIONS OF SALE

FOB: _____

Delivery: 15 calendar Days

FINANCIAL TERMS: NET 30 DAYS

NOTE: If paying with a credit card for any of the items quoted above a 3% credit card fee will be added to each order.

We at Ennis Traffic Safety Solutions would like to thank you for this opportunity and look forward to working with you. If I can be of service in any way please do not hesitate to call, 800-331-8118 x7220

Submitted By:
Kathy Jaramillo

Contract Administration - DOT
Ennis Traffic Safety Solutions
Ennis, Texas

**RESOLUTION
APPROVING AN ENGINEERING SERVICES AGREEMENT FOR
PAVEMENT CONDITION SURVEY SERVICES
AND APPROPRIATING FUNDS**

WHEREAS, McHenry County is implementing a pavement preservation and maintenance program on the County Highway System to protect the pavement structure as well as to maintain a safe and quality riding surface for the motoring public; and

WHEREAS, in order to properly implement and maintain a pavement preservation program, data regarding certain roadway characteristics need to be collected and integrated with the Pavement Management and Geographical Information Systems; and

WHEREAS, said pavement condition survey services is part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement with Applied Research Associates of Champaign, Illinois for a not to exceed amount of \$118,670.77 to provide said engineering services, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by this County Board of McHenry County that the Engineering Services Agreement between McHenry County and Applied Research Associates is hereby approved in the not to exceed amount of \$118,670.77; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that there is hereby appropriated the sum of one hundred twenty thousand dollars (\$120,000.00) from the County Option Motor Fuel Tax Fund, OCA code 820125-4455 for said pavement condition survey services; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 11-00399-00-MS; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois, this 20th day of September, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

Municipality McHenry County Division of Transportation	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Applied Research Associates, Inc
Township				Address 100 Trade Centre Dr. Suite 200
County McHenry				City Champaign
Section				State IL

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 improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name 2011 Pavement Management Update

Route Various Length _____ Mi. _____ FT (Structure No. _____)

Termini _____

Description:

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. 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.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
 - Update Pavement Management System**
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees, SEE EXHIBIT 1 FOR REVISIONS/DELETIONS

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule: SEE EXHIBIT B FOR PROJECT COSTS

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200.0 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their 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.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McHenry County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:



Applied Research Associates, Inc

100 Trade Centre Dr. Ste. 200

Champaign, IL 61820

ATTEST:

By Debra L. Jeffan

By [Signature]

Title Notary Public

William R. Vavrik, Ph.D., P.E.

Title Vice President

Approved

Date

Department of Transportation

Regional Engineer

EXHIBIT 1

On Page 2 under “the LA Agrees”, Delete Paragraph 1 and replace it with the following:

1. To pay the ENGINEER within fifteen (15) days following LA’s approval of ENGINEER’s invoices as compensation for all services performed as stipulated in Paragraphs 1g, 2, 3, 5, and 6, under “The LA Agrees”, on a Cost Plus Fixed Fee basis according to the Schedule of Compensation contained in Exhibit B of the Agreement for the successful completion of services. The total compensation shall not exceed \$118,670.77.
2. Remove paragraph 3 (on page 3) in its entirety.

On Page 3 under “It is Mutually Agreed”

1. Remove:

Article 3, starting with the words “That if the contract for construction [...]”
2. Add:
 5. ENGINEER shall not commence performance of any services under this Agreement until the LA has issued a written Notice to Proceed.

EXHIBIT A

PAVEMENT CONDITION SURVEY SERVICES-SCOPE OF WORK

Project Description

Applied Research Associates, Inc. (ARA) will provide pavement condition surveys and pavement management services to the McHenry County Division of Transportation (MCDOT). ARA will collect pavement right-of-way images on the 124 pavement management segments that are on the MCDOT roadway network and analyze the pavement surface distresses from the images. The distresses will be rated in the Condition Rating System (CRS) method as defined by the Illinois Department of Transportation in conjunction with the Illinois Center for Transportation. The CRS scores will then be used for maintenance and rehabilitation planning for the roadway pavements and presented to the MCDOT in a written report as well as two PowerPoint presentations to the various County boards.

Scope of services

Task 1. Roadway Image Collection and Kick-off Meeting

ARA will survey the entire MCDOT highway network using a digital survey vehicle(DSV). The DSV will be outfitted to provide the following data sets:

- High Definition Pavement imagery
- Roadway/right-of-way imagery
- Longitudinal and transverse laser profiling (International Roughness Index [IRI] and rutting)
- Roadway geometrics (grade, cross-slope, radius of curvature)

Vehicles will be calibrated to ensure that measurements taken are complete and accurate to ensure that the data set is captured while the field crew is on-site is complete. Data checks, as well as quality control of imagery, are performed to ensure that the data and image deliverables will be a complete coverage of the 124 MCDOT pavement segments.

ARA will meet with MCDOT staff to discuss the project plan and to collect the updated database information from the roadway segments that are to be surveyed.

Task2. Pavement Structural Testing

DELETED

Task3. Pavement Distress Rating

ARA will import the collected field data (minus the imagery) into the MCDOT PAVEMENTView existing database. Additionally, the IRI and rutting data will be used as inputs into the CRS procedure. The data will be quality controlled to ensure that the processed data accurately represent conditions on the MCDOT network. ARA will perform the surface condition rating of all pavements using the Condition Rating System (CRS) methodology as revised by the Illinois Center for Transportation (ICT).

Task 4. Pavement Performance Model Development and Meeting

ARA will review the pavement performance models in the MCDOT pavement management system and recommend any necessary revisions based on the evaluation of the updated pavement condition information. Input from both the roads similar to and MCDOT's will be used to develop deterioration curves that represent actual conditions on MCDOT pavements.

ARA will meet with MCDOT staff to discuss the pavement ratings and the current pavement performance models.

Task 5. Traffic Information Conversion

ARA will convert MCDOT's most recent available ADT information to 18-kip equivalent single axle loads (ESALs), which will be used in developing the treatments for the 3 MCDOT pavement classes. The ADT information will be provided to ARA by MCDOT. ARA will work with MCDOT to ensure that roadways are classified according to the level of traffic they experience (high or low) and that the division is practical and useful for management of the MCDOT network.

Task 6. Maintenance and Rehabilitation Planning and Meeting

ARA can assist the MCDOT beyond the defined scope from the RFQ. ARA can use the forecasted condition to aid development of a Capital Improvement Program. In addition to importing data and updating the performance models in Cartegraph's PAVEMENTView+ module, ARA can update maintenance and rehabilitation activities and unit costs, and network goals such as a yearly budget constraint or desired condition level. With all these factors considered, a better understanding of future roadway conditions and budgetary needs can be realized.

ARA will meet with MCDOT staff to discuss the current pavement rehabilitation techniques and methods used on the MCDOT roadways to incorporate that data with the condition data. The planning budgets for capital improvement will be decided by MCDOT and provided to ARA for 5 budget scenarios that will be used by ARA to prepare the MCDOT 5 year Capital Improvement Plan.

Task 7. Data Import

All of the compiled data elements will be imported into the MCDOT Cartegraph database (software version 8.2a, as specified). Each data element will be loaded into the PAVEMENTView module as new inspection events based on the MCDOT 124 pavement management segments. The pavement imagery will be accessible from within PavementView. A feature class will be created from the collected imagery, which will allow integration into the MCDOT's geodata. Any GIS data will be formatted to be compatible with ArcInfo version 10.0.

Task 7. Report and Meetings

All of the compiled data elements will be imported into a written report with maps, figures and tables to show the data for the 124 pavement management segments.

ARA will present the compiled data elements and 5 year CIP plan to the McHenry County Transportation Committee as well as the overall McHenry County Board in a PowerPoint presentation.

Schedule

We anticipate a schedule of approximately 3 months. We are anticipating a Notice to Proceed on September 20, 2011. It is our intention to schedule the field work within 3 weeks of the Notice to Proceed as well as the kick-off meeting. Once Task 1 is complete, various following tasks can begin. ARA will provide MCDOT with monthly progress reports to keep MCDOT informed of our schedule.

RESOLUTION
AMENDING AN INTERGOVERNMENTAL AGREEMENT AMENDMENT
BETWEEN MCHENRY COUNTY AND PACE SUBURBAN BUS TO MODIFY
REGISTRATION PROCEDURES FOR COORDINATED TRANSPORTATION
SERVICES

WHEREAS, on December 15, 2009, the County Board approved a contract with Pace Suburban Bus (R-200912-82-399); and

WHEREAS, this contract stipulated a rider registration process requiring registration through the County and then transmitted to Pace; and

WHEREAS, this registration process requires up to ten days before a rider can use the service; and

WHEREAS, McHenry County is desirous to streamline the registration process to allow for same day registration; and

WHEREAS, an amendment to the contract between McHenry County and Pace Suburban Bus is needed to modify the registration process; and

WHEREAS, the attached amended intergovernmental agreement between the County of McHenry and Pace Suburban Bus defines streamlined registration process, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached amended intergovernmental agreement is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the Director of Transportation/County Engineer one to be forwarded to Pace Suburban Bus.

DATED at Woodstock, Illinois this 20th day of September, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF MCHENRY, ILLINOIS AND PACE THE SUBURBAN
BUS DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY
As Amended May 25, 2011

THIS AGREEMENT is entered into this ____ day of _____, 2011, between the County of McHenry, a body corporate and politic (hereinafter referred to as "COUNTY"), with offices located at 16111 Nelson Road, Woodstock, Illinois, 60098 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation created by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04, 3A.01), with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as "PACE").

RECITALS

WHEREAS, the COUNTY and PACE are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the COUNTY and PACE wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of Paratransit services to McHenry County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the COUNTY and PACE propose the creation of a coordinated Paratransit PROJECT hereinafter referred to as the "McHenry Pilot Project" capable of providing improved Paratransit services to McHenry County residents who are determined to be eligible and registered for the services; and

WHEREAS, the McHenry County Implementation Task Force which is group of government, non-profit agency, and citizen representatives that have been working to improve Paratransit services in McHenry County and of which the COUNTY is a member, has asked McHenry County to act as lead agency for the McHenry Pilot Project; and

WHEREAS, the COUNTY has accepted the role of lead agency for the McHenry Pilot Project and expects that other local units of government and agencies will join the McHenry Pilot Project as Sponsors; and

WHEREAS, the current Sponsors participating in the McHenry Pilot Project are City of

Crystal Lake, City of McHenry, City of Woodstock, Dorr Township, McHenry Township and Pioneer Center for Human Services, and

WHEREAS, the COUNTY did sign a Memorandum of Understanding with the City of Marengo to provide additional hours of service through an agreement with PACE; and

WHEREAS, the COUNTY finds it necessary and desirable to contract for the services of a “Coordinator” of the McHenry Pilot Project and services in Marengo (hereinafter referred to as Coordinator) who shall be responsible for the operation of the McHenry Pilot Project and services in Marengo; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise required of a Coordinator as described herein, and is willing to provide the functions required of Coordinator; and

WHEREAS, the COUNTY and PACE desire to enter into this AGREEMENT for the purpose of establishing PACE as Coordinator and compensating PACE for its time and expertise in operating and implementing the McHenry Pilot Project and services in Marengo; and

WHEREAS the COUNTY’S costs for the term of this AGREEMENT shall not exceed four hundred sixty-one thousand one hundred dollars (\$461,100) and these funds have been allocated within the COUNTY’S current budget as described in paragraph 4.3; and

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

1.0 INCORPORATION OF RECITALS AND CONSTRUCTION.

- 1.1 The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 MCHENRY PILOT PROJECT DESCRIPTION.

- 2.1 PACE shall operate the McHenry Pilot Project and services in Marengo for the provision of Paratransit services to residents of McHenry County who are determined to be eligible and registered for the services.
- 2.2 PACE shall give due consideration to the recommendations and policies of the COUNTY in implementing and operating the McHenry Pilot Project.

- 2.3 PACE shall implement paratransit service as described in **Exhibit A Description of Service** attached hereto and made a part hereof.

3.0 DEFINITIONS.

For the purposes of this AGREEMENT, the following definitions shall apply:

- 3.1 Paratransit Services mean the provision of demand responsive transportation by a carrier.
- 3.2 Carrier means a public or private entity providing passenger transportation on a regular and continuing basis.
- 3.3 Eligible Rider means any person who qualifies for participation in the McHenry Pilot Project and registers with a Sponsor for the purpose of obtaining access to the McHenry Pilot Project.
- 3.4 Sponsor means a unit of local government or an agency that will participate in the McHenry Pilot Project providing Paratransit services to its Eligible Riders using the McHenry Pilot Project.
- 3.5 Eligible Trips mean Paratransit transportation taken by Eligible Riders to destinations that are approved by the Sponsors and are acceptable to the COUNTY and PACE.
- 3.6 Administrative policies and/or procedures refer to policies and procedures required to operate the McHenry Pilot Project day-to-day operations, including, but not limited to dispatching, scheduling, reporting and billing as indicated later in this AGREEMENT, and other Policies and Procedures which may be required to operate the McHenry Pilot Project.

4.0 FUNDING.

- 4.1 The COUNTY shall pay PACE for services rendered in accordance with the requirements of this AGREEMENT.
- 4.2 PACE shall submit its invoices for services rendered in accordance with the requirements of this AGREEMENT. Each invoice shall summarize the service delivered performed, shall be submitted in a format mutually agreed to by the COUNTY and PACE, and shall request reimbursement for hours and itemized costs required to complete those tasks. Invoices for the work performed under this AGREEMENT shall be subject to review by the COUNTY. Invoices billed by PACE for services to operate the McHenry Pilot Project and services in Marengo shall be reimbursed to PACE at the rates agreed to in the contracts with carriers.

- 4.3 Total payments to PACE under the terms of this AGREEMENT shall not under any circumstances exceed four hundred sixty-one thousand, one hundred dollars (\$461,100) or as approved by the COUNTY budget authority. The source of funding is as follows: For the McHenry Pilot Project, \$275,000 in county RTA funds; \$127,500 from the McHenry County Senior Grant Fund Allocation for Program Year 2008 and \$25,000 committed from Dorr Township. For services in Marengo, \$33,600 in county RTA funds. Service levels will not exceed limits dictated by funding levels stipulated in the agreement. In the event the COUNTY requests PACE to perform work that would cause the stated amount to be exceeded, PACE shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 13.0.
- 4.4 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to PACE the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall not be required to pay PACE more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this AGREEMENT, final payment shall be made to PACE, within thirty days of receipt of billing. Payment shall be sent to:

Pace Suburban Bus Service
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounting Department

5.0 DELIVERABLES.

PACE shall provide the COUNTY, on or before the expiration of this AGREEMENT, or promptly after notice of termination, the deliverables specified in Section 7.0 of this AGREEMENT.

6.0 RELATIONSHIP OF THE COUNTY, PACE, PROJECT SPONSORS, AND the IMPLEMENTATION TASK FORCE

- 6.1 PACE shall review and consider the administrative policies developed and recommended for the McHenry Pilot Project by the Implementation Task Force. However, any administrative policies recommended by Implementation Task Force shall be subject to approval and adoption by the COUNTY and PACE.
- 6.2 The COUNTY shall be responsible for the implementation and oversight of the administrative policies that have been reviewed, approved, and adopted by COUNTY and PACE.

- 6.3. The COUNTY shall be responsible for the execution and maintenance of any necessary agreements with McHenry Pilot Project Sponsors desiring to provide transportation services for their clients or riders as described in Exhibit A and Exhibit B through the McHenry Pilot Project and adherence to PROGRAM policies and procedures as determined by the COUNTY and PACE.
- 6.4 PACE shall review and consider service parameters developed and recommended for the McHenry Pilot Project by the various Sponsors, including but not limited to, service boundaries, Eligible Riders, charges for fares, days and hours of service for each Sponsor's service, and dispute resolution of issues related to Eligible Rider compliance with guidelines for usage. However, any service parameters developed by the McHenry Pilot Project Sponsors shall be subject to approval and adoption by the COUNTY and PACE.
- 6.5 PACE may contract with other Carriers for the delivery of transportation services and central call center services. Said carriers shall be subcontractors responsible to PACE.
- 6.6 PACE shall review and consider any service standards developed by the Implementation Task Force and the Sponsors. However, PACE shall, while allowing for sponsor-specific service standards, work in cooperation with the COUNTY to, as much as possible, establish consistent service standards applicable to the entire McHenry Pilot Project, subject to the approval of the COUNTY.
- 6.7 PACE shall have the right to make minor revisions to the service standards upon written notification to, and concurrence by, the COUNTY.

7.0 PACE'S RESPONSIBILITIES.

- 7.1 PACE shall be responsible for performance of the day-to-day operations of the McHenry Pilot Project and services in Marengo and shall enter into contracts with Carriers as subcontractors for the delivery of Paratransit services and scheduling and dispatch services for the Dispatch Center.
- 7.2 PACE shall be responsible for the submission of invoices to the COUNTY and a monthly report outlining specific information relative to the cost of services related to the operation and management of the McHenry Pilot Project and services in Marengo that have been provided by PACE directly or through carriers and subcontractors.
- 7.3 PACE shall cooperate with the COUNTY and agrees to consider incorporation of alternative revenue sources.
- 7.4 Within the approved budget, PACE agrees to maintain appropriate PACE employee, carrier, and subcontractor staffing levels to perform all necessary

operating and administrative functions.

- 7.5 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for Pace funded services provided to satisfy federal and/or state ADA guidelines shall not require the approval of the COUNTY.
- 7.6 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 7.7 Within forty-five (45) days following the end of each month, PACE shall supply the COUNTY with data relative to the quantity, quality, and cost of services provided by PACE and its subcontractors.
- 7.8 PACE shall provide a standardized monthly report to the COUNTY as described in **Exhibit C**.
- 7.9 Although PACE shall not be responsible for any failure to provide service due to circumstances beyond its control, PACE shall be responsible for making every reasonable effort to restore service as soon as practical under the circumstances.
- 7.10 PACE shall be responsible for requiring that all vehicle operators of Carriers providing services pursuant to this AGREEMENT possess an Illinois license appropriate to the vehicle being operated and all vehicle operators must meet the minimum requirements as mandated by Federal regulations, the State of Illinois and all applicable laws or regulations of governmental bodies having jurisdiction over the Contractor's operations and vehicles. PACE and all Carriers shall agree that any and all licenses as may be required by State or local governmental and/or regulating authorities shall be maintained in good standing annually.

8.0 COUNTY'S RESPONSIBILITIES.

Subject to the funding limitations of this AGREEMENT, and in accordance with Article 4.0 of this AGREEMENT, the COUNTY agrees to reimburse PACE for any reasonable administrative and operating costs, in connection with the operation of the McHenry Pilot Project, and services in Marengo that may be incurred when fulfilling its obligations pursuant to this AGREEMENT. Such costs shall include, but not be limited to, operating, administrative, and costs incurred by Pace to administer, manage, and operate the McHenry Pilot Project and Marengo demand response services over and above the normal costs associated with operating current Pace funded services in McHenry County subject to prior approval by the COUNTY.

This reimbursement shall not exceed four hundred sixty-one thousand, one hundred dollars (\$461,100) as previously noted in Section 4.3 of this AGREEMENT. In the event the

COUNTY requests PACE to perform work that would cause the stated amount to be exceeded, PACE shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 13.0.

9.0 FORCE MAJEURE.

Neither party hereto shall be deemed to be in default or to have breached any provision of this AGREEMENT as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

10.0 MISCELLANEOUS.

- 10.1 Upon request, the COUNTY shall be entitled to have access to the records maintained by PACE with respect to this AGREEMENT only.
- 10.2 Any failure of either the COUNTY or PACE to strictly enforce any term, right or condition of this AGREEMENT shall not be construed as a waiver of such term, right or condition.

11.0 GOVERNMENT REGULATIONS.

- 11.1 The COUNTY and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter be in force, pertaining to this AGREEMENT and the McHenry Pilot Project and services in Marengo.
- 11.2 With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by PACE, and whose services are used in the fulfillment of any contractual agreement or obligation with the COUNTY, PACE hereby agrees and promises that they will carry out all necessary actions to insure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C.A. Sect, 201 et. seq.
- 11.3 With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by PACE, and whose services are used in fulfillment of any contractual agreement or obligation with the COUNTY, PACE hereby agrees and promises that it will carry out all necessary actions to insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C.A. Sec. 201 et. seq.
- 11.4 With respect to employees, laborers, contractors, subcontractors and any and all

other persons or entities employed, directed or controlled by PACE, and whose services are used in fulfillment of any contractual agreement or obligation with the COUNTY, PACE hereby agrees and promises that they will carry out all necessary actions to insure compliance with the terms, provisions and requirements of the Prevailing Wage Act, 820 ILCS 130/01 et. seq., as amended;

- 11.5 The parties agree that any non-compliance by PACE with paragraphs 1, 2, or 3 above, shall render this Agreement voidable at the sole discretion of the COUNTY with right to cure under 22.0 TERMINATION.

12.0 INDEMNIFICATION AND INSURANCE.

- 12.1 PACE shall indemnify, hold harmless, and defend the COUNTY or any of its officers, employees, or agents from and against all liability, claims, demands, causes of action, losses and expenses, including court costs and attorney's fees arising out of or related to any loss, damage, injury, death, loss or damage to property or which may be alleged resulting from the negligence of PACE, its officers, agents, and employees in the performance of this AGREEMENT to the fullest extent PACE is so authorized under the law, provided, however, that PACE shall not be obligated to indemnify, hold harmless and defend the COUNTY for intentional wrongful acts or omissions by COUNTY officials, employees, agents, contractors, subcontractors or personnel. Further, PACE shall require that its subcontractors indemnify, defend and hold harmless PACE and the COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence of such subcontractor.
- 12.2 PACE shall require each of its subcontractors to maintain for the duration of the contract and any extensions thereof, at the subcontractor's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois and in compliance with PACE Insurance Requirements as set forth in Exhibit D attached hereto.
- 12.3 PACE agrees that with respect to the above required insurance that:
- 12.3.1 PACE shall require each of its subcontractors to name the COUNTY as additional insured on all liability policies, and acknowledges that any insurance maintained by the COUNTY shall apply in excess of, and not contribute to, insurance provided by PACE or its subcontractors;
- 12.3.2 Acceptance of approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this Agreement, which shall continue in full force and effect; and

13.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

This AGREEMENT may be amended or modified only by written instrument signed by

both the COUNTY and PACE.

14.0 ENTIRE AGREEMENT.

This AGREEMENT represents the entire agreement between the COUNTY and Pace Suburban Bus Service and supersedes all prior negotiations, representations or agreements, either written or oral.

15.0 AGREEMENT BINDING.

This AGREEMENT shall be binding upon the parties and their respective transferees, successors, and assigns.

16.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

Any notice required by the provisions of this AGREEMENT shall be mailed to:

Pace Suburban Bus
550 West Algonquin Road
Arlington Heights, IL 60005
Attn: Melinda J.Metzger

County of McHenry
16111 Nelson Road
Woodstock, Illinois, 60098
Attn: Joseph R. Korpalski, Jr.,
P.E.

17.0 PERIODIC REVIEW.

PACE and the COUNTY agree that periodically, but not less than semi-annually, this AGREEMENT shall be subject to review by the parties.

18.0 SEVERABILITY.

The invalidity or enforceability of any of the provisions of this AGREEMENT shall not affect the validity or enforceability of the remainder of this AGREEMENT.

19.0 GOVERNING LAW.

The parties agree that any dispute, action claim, cause of action , breach of contract, or other remedy or relief sought pursuant to the provisions of this AGREEMENT shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County Illinois.

20.0 TERM OF THIS AGREEMENT.

20.1 The term of this AGREEMENT shall begin August 1, 2010 and shall continue in full force and effect through November 30, 2010 and thereafter shall renew and shall remain in effect for as long as there are sufficient funds to support the service and is subject to amendment pursuant to Paragraph 13.0 until one of the following

events occurs: (a) this AGREEMENT is superseded by a subsequent Agreement; or (b) this AGREEMENT is terminated by one of the parties as provided herein at paragraph 22.0.

20.2 The COUNTY shall not be liable for, and shall not pay PACE for, any work completed after this AGREEMENT'S expiration or termination.

21.0 NON-DISCRIMINATION.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of this service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, State and Federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted projects of the Department of Transportation.

22.0. TERMINATION.

Either party may terminate this AGREEMENT upon providing sixty (60) days' written notice to the other party.

23.0. THE PARTIES AGREE.

The parties agree that the preamble and whereas clauses are terms of this agreement as though fully set forth hereunder.

24.0. DELEGATED AUTHORITY.

This delegated authority for the COUNTY has duly approved this agreement.

25.0. PACE BOARD AUTHORITY.

This agreement has been properly authorized by the Pace Board of Directors.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated above by their duly authorized representatives.

COUNTY of MCHENRY

PACE

Thomas J. Ross

Executive Director

Print Title

Print Title

Date: _____

Date: _____

EXHIBIT A
MCHENRY PILOT PROJECT AND MARENGO DESCRIPTION OF SERVICES

The coverage described here does not replace ADA trips or Mid-Day Dial-A-Ride. It is meant to complement the fixed routes in the service area when other services are not available.

TYPE OF SERVICE	Curb-to-curb, dial-a-ride bus service
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.
TRIP RESERVATION METHOD	<p><u>McHenry Pilot Project</u> Maximum of seven-day advance reservation and minimum of one-day advance reservation.</p> <p>Reservation Hours: Monday to Friday 6:30am to 6:30pm</p> <p>Trip reservations for McHenry Township shall be processed for services to be provided directly by McHenry Township. Trip information shall be communicated to McHenry Township a day prior to the trip request.</p> <p>Subscription service is not allowable.</p> <p><u>Marengo</u> Reservation Hours: Monday to Friday 8:00am to 4:00pm Sixty (60) minutes in advance; Saturday services requires one day advance notice.</p>
SERVICE AREA	<p><u>McHenry Pilot Project</u> The area within McHenry County defined by:</p> <p>The borders of Dorr Township and McHenry Township and</p> <p>The borders of the City of Crystal Lake, the City of McHenry, and the City of Woodstock</p> <p>Service includes inter-transportation to and from the service boundaries designated above. In addition, service from the designated areas to:</p> <ol style="list-style-type: none">1) Valley Hi Nursing Home2) Fox Lake Metra station3) McHenry Co. Division of Transportation <p>Service between these three locations and the designated areas is not included. Service shall be provided directly to these three locations.</p>

Within three-quarters of a mile of Route 120 between the City of McHenry and the City of Woodstock; within three-quarters of a mile of Route 14 between the City of Woodstock and the City of Crystal Lake; within three-quarters of a mile of Route 31 between the City of McHenry and the City of Crystal Lake.

Marengo

1. City of Marengo (city limits)
2. Marengo Township Limits
3. Riley Township Limits
4. Village of Union (Village Limits)

**SERVICE
HOURS**

McHenry Pilot Project

Monday through Friday- 6:00 a.m. to 7:00 p.m.;
Saturday- 9:00 a.m. to 5:00 p.m.

Marengo

Monday through Friday- 9:00 a.m. to 5:00 p.m.;
Saturday- 8:00 a.m. to 12:00 p.m. (noon)

McHenry Pilot Project and Marengo- Service will not operate on the following holidays on the days observed:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day.

FARES

McHenry Pilot Project

All trips beyond current service area or current service hours provided by Pace, cities, townships, and the Pioneer Center –

\$3.00 per one-way trip for all passengers over age 7.

Companions: Companions pay full fare of \$3.00.

Companions limited to vehicle capacity. Up to two (2) children under the age of 7 may ride free with fare-paying passenger.

Marengo

Seniors/Students/Disabled Persons - \$0.75

Other - \$1.50

**MCHENRY
PILOT
PROJECT
PRIORITY FOR
ASSIGNING
FUNDING
SOURCE**

Trips will be assigned for callers and by funding source based on the following hierarchy, as applicable for each customer:

1. Fixed Route
2. ADA
3. Mid-Day Dial-A-Ride
4. Local Dial-A-Ride

- Crystal Lake
 - McHenry
 - Woodstock
 - McHenry Township
5. Local Subscription for Pioneer clients (when available)
 6. McHenry Pilot Project

**RIDER
ELIGIBILITY**

McHenry Pilot Project-

Eligibility is determined by the County of McHenry and participating Sponsors.

The general public is eligible in the City of Crystal Lake, the City of McHenry, and the City of Woodstock and along the routes described in Service Area above.

Seniors and disabled persons are eligible in McHenry Township and unincorporated Dorr Township.

Marengo- General Public is eligible for Marengo Services.

**RIDER
REGISTRATION
FOR MCHENRY
PILOT
PROJECT**

The County of McHenry shall submit registration forms to Pace through a designated e-mail box. Pace shall enter registrations within three to five business days. Pace shall maintain a database of registered riders. Riders must be registered for service.

Passengers are to be referred to McHenry County Division of Transportation at 815-334-4985 for registration.

**Revised
Rider
Registration
Process
May 25, 2011**

McHenry Pilot Project shall waive submission of passenger registration forms to Pace effective **June 13, 2011**.

Passenger requests for transportation under the ***McHenry Pilot Project*** shall be provided upon verbal verification from the passenger during the trip booking process that they qualify for service as a person with a disability or a senior citizen and the passenger indicates that the origin of the trip is within McHenry or Dorr Township. In addition, trip requests for general public under the ***McHenry Pilot Project*** shall be provided upon request. Registration by McHenry County DOT is no longer required. Pace will not be responsible for false information provided by passenger or the passenger's representative.

Database on registered riders shall be limited to information captured during the trip booking process.

EXHIBIT B SERVICE AREA MAPS

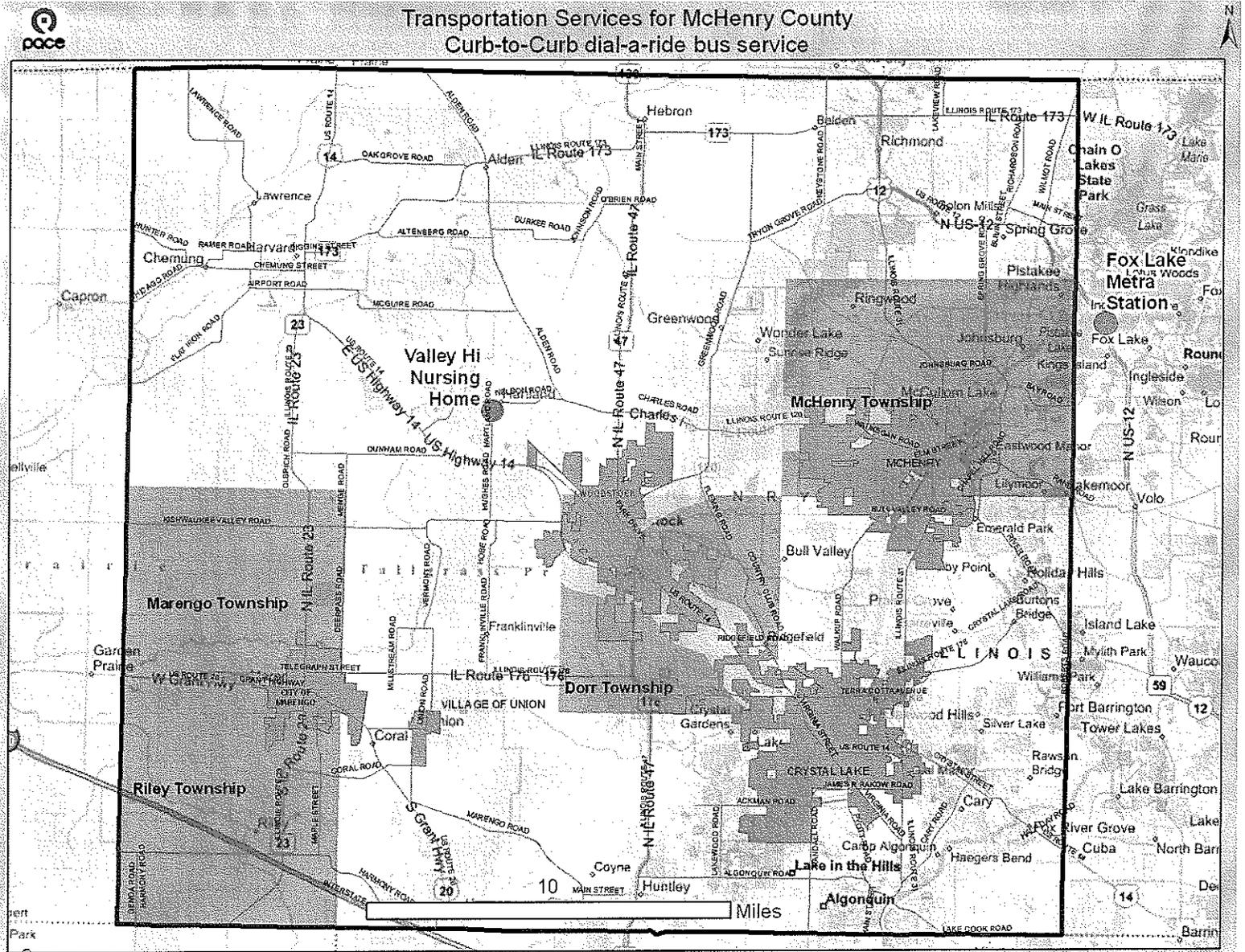


Exhibit C – McHenry Pilot Project REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the McHenry Pilot Project.

1. Detailed Funding Source (Sponsor) Report

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

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

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. Monthly Funding Source (Sponsor) Invoice Report

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

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

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. Missed Trip Report

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the McHenry Pilot Project service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to

give the report user the necessary information for review.

4. **On-Time Performance Report**

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

5. **Other Reports**

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

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

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

Future Needs – Additional reports may be designed as needed by Pace, McHenry Pilot Project Sponsors, and with the input of McHenry County.

RESOLUTION
AUTHORIZING THE TRANSFER OF SURFACE TRANSPORTATION
PROGRAM (STP) FUNDS FOR PARTIAL REIMBURSEMENT OF THE
COUNTY ENGINEER'S ANNUAL SALARY

Section 11-CS111-00-AC

WHEREAS, the County of McHenry (hereinafter "County") has entered into an intergovernmental agreement with the Illinois Department of Transportation (hereinafter "IDOT") (executed by IDOT on June 1, 2006) whereby the County, having sufficient Surface Transportation Program funds available, desires to utilize a portion of said funds so that IDOT shall pay fifty percent (50%) of the salary of the County Engineer, the remaining fifty percent to be paid from Motor Fuel Tax funds; and

WHEREAS, the County desires to appropriate funds for the purpose of payment of the County Engineer's salary for the period beginning December 1, 2010 and ending November 30, 2011; and

WHEREAS, the County of McHenry's FEIN number is 36-6006623.

NOW THEREFORE BE IT RESOLVED, that the salary (no increase from 2010) of the County Engineer shall be one hundred thirty-three thousand three hundred dollars (\$133,300) per year effective December 1, 2010 and that the sum of one hundred thirty-three thousand three hundred dollars (\$133,300) is hereby appropriated from the Motor Fuel Tax Fund for the payment of said salary from December 1, 2010 through November 30, 2011; and

BE IT FURTHER RESOLVED, that the funding source for the above stated one hundred thirty-three thousand three hundred dollars (\$133,300) shall be sixty-six thousand six hundred fifty dollars (\$66,650) in Motor Fuel Tax Funds and sixty-six thousand six hundred fifty dollars (\$66,650) in State funds received from IDOT in exchange for the County Surface Transportation Program funds pursuant to said intergovernmental agreement. The State funds will be billed yearly and received in one lump sum from IDOT. Upon receipt of the State funds, said funds shall, pursuant to the intergovernmental agreement, be placed in the Motor Fuel Tax Fund; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to distribute three certified copies of this resolution to the Director of Transportation/County Engineer, two of which will be forwarded to IDOT through its regional engineer's office at Schaumburg, Illinois; and one certified copy to the County Board Chairman, County Administrator, Associate County Administrator – Finance, County Clerk, County Treasurer, County Auditor and Human Resources Director.

DATED at Woodstock, Illinois this 20th day of September A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

**RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ILLINOIS FOR THE GRAF ROAD TOWNSHIP BRIDGE
PROJECT AND APPROPRIATING FUNDS**

WHEREAS, in order to obtain federal and state funding of local highway improvements, McHenry County is required, under Illinois Department of Transportation policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, McHenry County is desirous of replacing a bridge structure on Graf Road over West Branch Piscasaw Creek in Chemung Township which will involve the construction of a new bridge and approach pavement as part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, Federal Highway Bridge Program (HBP) Funds have been committed to McHenry County for 80% of said construction costs for the approved bridge work; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the County of McHenry defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvement, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of three hundred four thousand seven hundred and seventeen dollars (\$304,717.00) from the County Bridge Fund, OCA code 820120-6095 for said agreement; and

BE IT FURTHER RESOLVED, that this project has been designated as Section 06-00322-01-BR; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit a certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois this 20th day of September, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency McHenry County DOT	State Contract X	Day Labor	Local Contract	RR Force Account
Section 06-00322-01-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-258-11	BROS-0111(064)				

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 Graf Road Bridge Route TR 0037 Length 0.180 MI
 Termini Over West Branch Piscasaw Creek

Current Jurisdiction County Existing Structure No 056-3122

Project Description

The work consists of bridge deck and truss removal, removal of the existing abutments, construction of new integral abutments, construction of new cast-in-place concrete deck on PPC I-Beams, embankment, construction of bridge approach and connector pavement, pavement removal, HMA pavement and shoulders, guardrail, parkway restoration, and pavement markings.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,218,868	(*)		()	304,717	(BAL)	1,523,585
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 1,218,868		\$		\$ 304,717		\$ 1,523,585

*Maximum FHWA (HBP) Participation Not to Exceed \$1,218,868.00

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.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

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) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) 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 exhibits indicated above.

APPROVED

Local Agency

Kenneth D. Koehler

Name of Official (Print or Type Name)

County Board Chairman

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

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6006623 conducting business as a Governmental
Entity.

DUNS Number 034507868

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

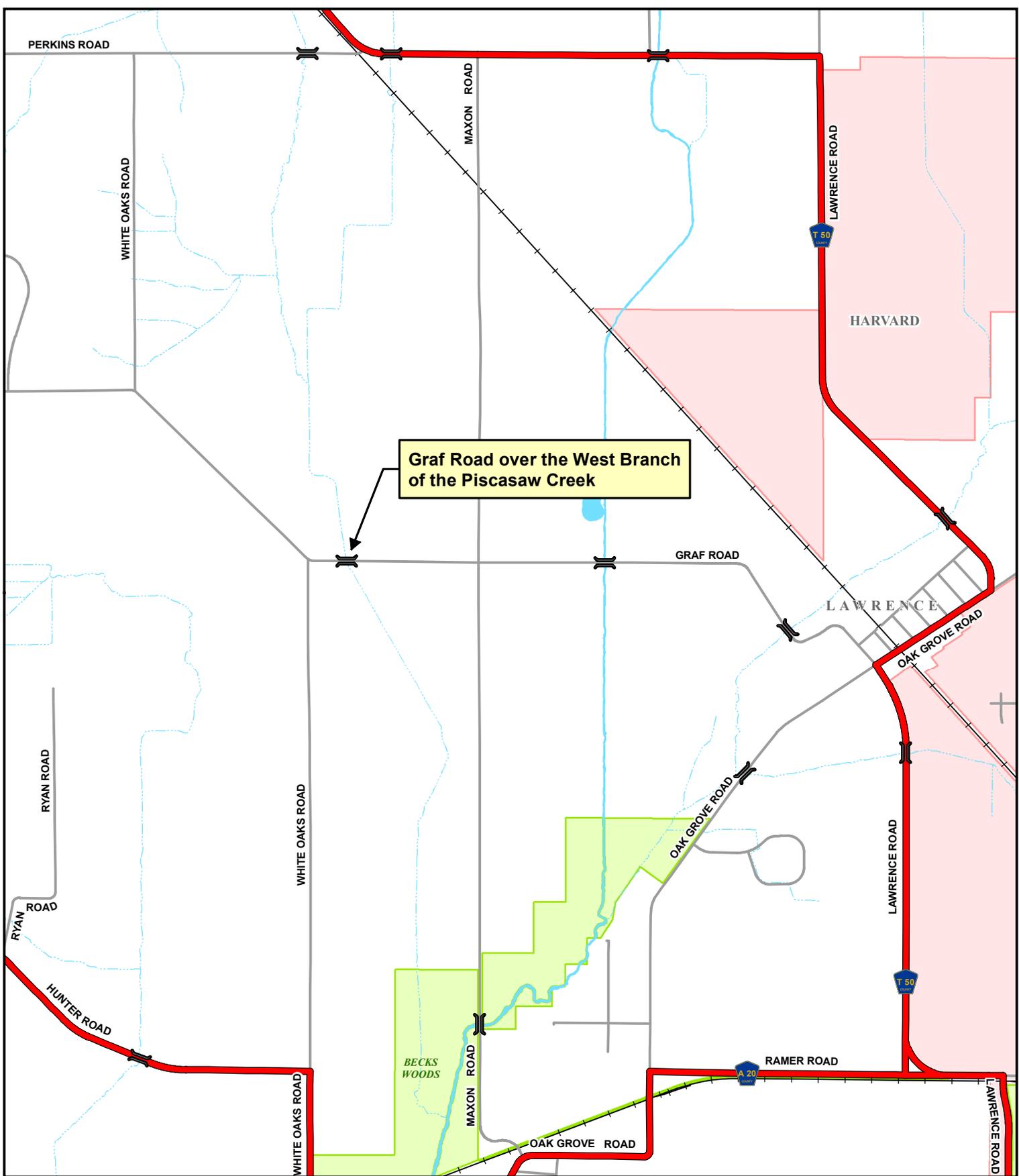
Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

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



Graf Road over the West Branch of the Piskasaw Creek

DATE
September 2, 2011

SOURCE
McHenry County DOT GIS

PROJECTION
Transverse Mercator
NAD 1983 StatePlane Illinois East

DISCLAIMER
Information on this map may contain inaccuracies or typographical errors. Information may be changed or updated without notice. Information on this map is provided "as-is" without warranty of any kind, either express or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profits resulting from any use or misuse of this information. Information herein has been reproduced from original sources. Information produced on this map should not be used in place of a survey or legal documents.

LEGEND

- County Route
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

0 500 1,000 1,500 2,000 Feet

SCALE
1 inch = 2,000 feet

GRAF ROAD OVER THE WEST BRANCH OF THE PISCASAW CREEK

McHenry County
Division of Transportation

