



McHenry County

Division of Transportation

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

Transportation Committee Meeting Wednesday, September 21, 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
 - 3.3 September 7, 2011
- 4.0 PRESENTATIONS**
 - 4.1 County Bridge Update
 - 4.2 2040 Long Range Transportation Plan Update
- 5.0 RESOLUTION APPROPRIATING AN EARLY START-UP CONSTRUCTION ENGINEERING SERVICES AGREEMENT AND APPROPRIATING FUNDS FOR THE WALKUP ROAD PROJECT**
- 6.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT AMENDMENT AND APPROPRIATING FUNDS FOR THE WALKUP ROAD PROJECT**
- 7.0 RESOLUTION APPROVING A RIGHT-OF-WAY PLAT AND LEGAL DESCRIPTION PREPARATION SERVICES SUPPLEMENT AGREEMENT AND APPROPRIATING FUNDS FOR THE WALKUP ROAD PROJECT**
- 8.0 RESOLUTION AUTHORIZING APPROVAL OF A SUPPLEMENTAL AGREEMENT AND APPROPRIATING FUNDS FOR TRAFFIC SIGNAL COORDINATION AND TIMING**
- 9.0 RESOLUTION APPROVING AN AMENDED ENGINEERING SERVICES AGREEMENT AND APPROPRIATING FUNDS FOR THE PARK AND RIDE LOT AT VIRGINIA ROAD AND ILLINOIS ROUTE 31 INTERSECTION**
- 10.0 RESOLUTION AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR THE PARK AND RIDE LOT AT VIRGINIA ROAD AND ILLINOIS ROUTE 31 INTERSECTION**
- 11.0 RESOLUTION APPROVING A SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT AND APPROPRIATING FUNDS FOR THE MAIN STREET CULVERT PROJECT**
- 12.0 PROJECT STATUS REPORT**

13.0 OLD / NEW BUSINESS

13.1 Old Business

13.2 New Business

14.0 EXECUTIVE SESSION

14.1 Meeting Minutes, Land Acquisition, and Pending Litigation

15.0 MEMBER COMMENTS

16.0 NEXT MEETING DATE & LOCATION

16.1 8:15 A.M. on October 5, 2011 – Division of Transportation

17.0 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 Keese, 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 Algonquin 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.

Mr. Provenzano questioned whether the County has the capability to remove snow from the bike path due to the positioning of the guardrail. The Committee was assured that equipment is available to accomplish the snow removal in that limited space. Comment was made that if the bike path could be plowed, so could the non-dedicated roads.

- 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.

Ms. Evertsen asked the length of time MROWCO has been working with the County. Ensuing discussions indicated a 30-year work history and the appropriateness of interviewing other State approved acquisition firms for potential engagement in MCDOT projects.

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
May 5, 2010
July 21, 2010
October 6, 2010
December 15, 2010

February 17, 2010
May 19, 2010
August 4, 2010
October 20, 2010

March 17, 2010
June 16, 2010
September 1, 2010
November 3, 2010

April 7, 2010
July 7, 2010
September 13, 2010
November 17, 2010

January 19, 2011
April 6, 2011

February 16, 2011
April 20, 2011

March 2, 2011
May 18, 2011

March 16, 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.

**Transportation Committee
Meeting Minutes
Wednesday, September 7, 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

Vice-Chairperson Yensen called the meeting to order at 8:15 A.M.

MEMBERS IN ATTENDANCE

Vice-Chairperson Yensen, Virginia Peschke, Diane Evertsen, Nick Provenzano, Sandra Salgado, and Scott Breeden

MEMBERS NOT IN ATTENDANCE

Chairperson Miller and Nick Provenzano

Ms. Evertsen arrived at 8:20 A.M.

OTHER ATTENDEES

In attendance were: Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Jeff Young, Division of Transportation, Assistant County Engineer; 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); Gloria Mack and Nick Chirikos, McHenry County Historic Preservation Commission; Steve Pasinski, Thomas Engineering Group; P. J. Fitzpatrick, Wills Burke Kelsey Associates (WBK); Mark Dammyer, Division of Transportation, Construction Manager; Cha Lee, Division of Transportation, Consultant Project/Design Engineer; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Debra Kroll, Division of Transportation, Administrative Specialist.

PUBLIC COMMENT

- None

APPROVAL OF MEETING MINUTES – AUGUST 17, 2011 AND AUGUST 30, 2011

On a motion by Ms. Peschke, seconded by Ms. Salgado, the meeting minutes of August 17, 2011 and August 30, 2011 were approved as presented.

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

Ms. Evertsen arrived at 8:20 A.M.

PRESENTATIONS

Greenwood Road Scenic Route Designation

Ms. Gloria Mack of the McHenry County Historic Preservation Commission addressed the Committee on the Greenwood Road Scenic Route designation. The nomination application was submitted by the fourth and fifth grade classes of Greenwood School. The application was completed by the students, who also spoke before their Village Board regarding the designation. One of the goals of the Scenic Road Program is to increase awareness of the beauty around you. The Commission received a thank you note from each student.

The Commission will move ahead with plans for the dedication. The dedication date has not yet been determined, but will be scheduled on a school day so that the students may participate.

2040 Long Range Transportation Plan Update

The McHenry County Division of Transportation (MCDOT) staff provided a brief presentation to the Committee regarding the web site developed for the 2040 plan.

The web site is interactive and allows people to upload pictures, provide comments on a map, and take surveys. It also has a section that will be dedicated to student involvement. The website offers many user options, both informational and participatory, i.e., Upcoming events, Subscribe to the Newsletter, Attend a Workshop, Add Feedback to the Map, Upload Photos, Visit us on Facebook, Twitter, and Take a Survey.

The website is: www.2040mchenrycountyplan.org

RESOLUTION APPROPRIATING SUPPLEMENTAL FUNDS FOR ANNUAL STRIPING PAINT MATERIALS

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution appropriating supplemental funds for roadway striping paint for FY2011.

On April 20, 2011, the Transportation Committee approved bids by the State of Illinois through the State Purchase Program for traffic paint. Contracts through Central Management Services (CMS) can customairly be increased at the option of the County utilizing the same original bid prices.

The MCDOT staff estimates its paint needs during September of the preceding year. As the paint purchased does not have a very good shelf life, great care is taken not to overestimate our paint needs, as it cannot be stored over the winter for use the following year. This year, a change in operators of the MCDOT's paint machine was required due to staffing issues. Driving the paint machine is an art, and even going one or two miles an hour slower can significantly change the amount of paint that is used per day. This staffing change combined with changing township paint needs (which are also estimated in the preceding September by the Road Commissioners) and the deteriorating conditions of the MCDOT's own striping over the harsh 2010-2011 winter has resulted in the need for an extra 1,250 gallons of white paint in addition to the 6,000 gallons previously contracted for.

Proposed resolution for this supplement is for \$10,000.00 for a grand total of \$120,000.00 for paint. As the overall purchase out of this line item was less that the original budgeted amount, this increase is included within the existing budget for this line item in the FY 2011 budget.

On a motion by Ms. Salgado, seconded by Ms. Evertsen, the resolution approving the appropriation of supplemental funds for annual striping paint materials 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 AN ENGINEERING SERVICES AGREEMENT FOR PAVEMENT CONDITION SURVEY SERVICES AND APPROPRIATING FUNDS

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving an Engineering Services Agreement with Applied Research Associates of Champaign, Illinois for Pavement Condition Survey Services.

In 2006, the MCDOT began its Pavement Preservation Program to extend the useful life of County pavements as a means to offset the rising cost of roadway reconstruction. At that time, the use of the Pavement Management System (PMS) and the Geographic Information Systems (GIS) were deemed necessary to effectively facilitate the program. Specifically, these systems seek to optimize the expenditure of funds as a means to increase the overall condition of County pavements.

The contract with Applied Research Associates includes the collection of pavement distress information and roadway images, the development of pavement performance models and to assist with updating the pavement management plan for the Highway Improvement Program (HIP). The collected information will be used to record current pavement conditions, predict future pavement conditions and evaluate potential pavement rehabilitation scenarios.

The scope for this project does not include pavement structural characteristics. Rather, this data is collected on a project by project basis due to the scope and magnitude of this information. The surface distresses that are collected are used as a tool to help facilitate the MCDOT engineers in developing the pavement maintenance program.

The selection of Applied Research Associates was confirmed by the Transportation Committee on July 20, 2011 through the Request for Qualifications (RFQ) process. On May 18, 2011 the Transportation Committee gave concurrence to post the RFQ on the County Website. At that time, it was anticipated that the fee would be around \$100,000.00. Consultant interviews were not included as part of the RFQ process.

On a motion by Ms. Peschke, seconded by Ms. Salgado, the resolution approving an engineering services agreement for pavement condition survey services 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 AMENDING AN INTERGOVERNMENTAL AGREEMENT AMENDMENT BETWEEN MCHENRY COUNTY AND PACE SUBURBAN BUS TO MODIFY REGISTRATION PROCEDURES FOR COORDINATED TRANSPORTATION SERVICES

The McHenry County Division of Transportation (MCDOT) staff requests the approval of an amendment to an intergovernmental agreement (IGA) between the County and Pace Suburban Bus to modify the rider registration process.

The County’s contract with Pace Suburban Bus was approved by the County Board on December 15, 2009. The service started on February 13, 2010. This amendment modifies the registration process to eliminate long-delays and lessen rider confusion. Pace has already implemented the change operationally but has requested an amendment to the contract to account for this change. The amendment is one (1) sentence on Page 14 of the contract. It now says “McHenry Pilot Project shall waive submission of passenger registration forms to Pace, effective June 13, 2011.”

Since the beginning of the service, County staff has been undertaking rider registration by handing out registration forms on the buses, senior centers, and human resource agencies. County staff has also been taking phone calls to register riders as well as compiling registrations provided over the internet. All of these registrations were transferred to a standard Pace registration form and transmitted to Pace where the information was entered into a rider database. This process typically took a few days and could take up to ten (10) days to complete before a new rider could call and schedule a trip. In 18 months, over 1,700 individuals were registered.

Since June 11, 2011, a new rider simply calls Pace to schedule a trip and will be asked a few registration questions including name and date of birth before scheduling a trip. Then, they are asked for the trip purpose. Pace provides a list of individual riders to the County for each month. New riders are added to the existing registrations. The County still encourages riders to fill out a registration form to provide greater useful information; however, this form is no longer required because relevant information is collected at the call center.

On a motion by Ms. Peschke, seconded by Ms. Salgado, the resolution approving an amendment of an IGA amendment between McHenry County and Pace Suburban Buy to modify registration procedures for coordinated transportation services was approved with a recommendation to the County Board.

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

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

Mr. Austin requested the Committee’s approval of the resolution authorizing the transfer of Surface Transportation Program (STP) funds for partial reimbursement of the County Engineer’s annual salary.

By authorizing the transfer of the STP funds for the County Engineer salary, it ensures that the position is held by a qualified and professional individual and permits the County to be reimbursed 50% by the STP funds.

On a motion by Ms. Peschke, seconded by Mr. Breeden, the resolution authorizing the transfer of Surface Transportation Program (STP) funds for partial reimbursement of the County Engineer's annual salary 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 AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR THE GRAF ROAD TOWNSHIP BRIDGE PROJECT AND APPROPRIATING FUNDS

The McHenry County Division of Transportation (MCDOT) staff requests approval of the resolution approving an Intergovernmental Agreement with the State of Illinois for Federal Participation for the reconstruction of the Graf Road Township Bridge over the West Branch of the Piscasaw Creek.

The Division of Transportation (DOT) has secured Highway Bridge Replacement (HBP) funds for 80% of the construction cost of the structure. This agreement outlines the funding commitment from the State to provide Federal funds to the project. This project is scheduled for the November 18, 2011 letting pending right-of-way availability.

This is a standard agreement with the State of Illinois for Federal Participation. The agreement identifies that the County will be reimbursed \$1,218,868.00 (maximum allowable) for the construction agreement. The local (County) share is \$304,717.00. Note that as FY 2011 Township Bridge Program funds have been depleted, the entire 20% local match will be paid for out of the County Bridge fund.

On a motion by Ms. Salgado, seconded by Ms. Peschke, the resolution approving an IGA with the State of Illinois for the Graf Road Township Bridge project and appropriation of funds was approved with a recommendation to the County Board.

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

OLD / NEW BUSINESS

Old Business

Construction Updates

Rakow Road

- Rakow Road has reached 25% by dollar value completion. With school now in session, the project traffic engineers have been monitoring intersection operations during peak times for schools and some changes and alterations were made to signal timings to improve the traffic flow. Intersection concrete pours will be taking place late this week and main line pavement, next week.

Union Road Bridge

- Deck pouring will take place Thursday. There will be an extension of this project by one (1) to two (2) weeks.

Lawrence Road Bridge in Chemung

- The project first-half stage has been completed. Approaches to the bridge have been paved and traffic will be switched over to the new bridge, while the old section is being torn apart.

Graf Road Bridge in Lawrence

- Deck beams were set last week and the next step is to pour the reinforced concrete deck. The project is moving along well.

Dunham Road Bridge Replacement (Township section) west of IL Route 23

- The bridge was closed in June 2011, anticipating utility replacements that did not take place on time. Replacements have since been completed; however, after a meeting with the Township Commissioner, MCDOT staff was advised that the contractor felt they could not complete the project and have it open in time for the winter season. The Township Commissioner did not want the bridge closed for the winter, so on September 2, 2011 the bridge was re-opened to traffic and the project will continue in the spring of 2012.

Blivin Street Bridge

- The bridge was closed on August 8, 2011 to expedite issues with utilities and those issues have since been addressed. We are in a position where ComEd will have their power shut off this week, allowing us to proceed with construction. We are looking to expedite construction by paying premium time for extra hours every day and eight (8) hours on Saturday. The overtime differential would be paid from local funds and not from Federal funds. The estimated amount for expediting the project is \$35,000.00.

Walkup Road

- Sod is being placed and within one (1) to two (2) weeks the project will be completed.

Next phase of Walkup Road – This phase of the project has gone to letting. The McHenry County Division of Transportation (MCDOT) received three (3) bids, with Berger Excavating as the low bidder at \$10.7 million. They did not meet all of the necessary qualifications and the Illinois Department of Transportation (IDOT) offered them a reconsideration hearing and they declined the hearing. They are now considered a non-responsive bidder.

The next lowest bidder was Curran Contracting at \$11.4 million. IDOT asked if the MCDOT concurred with the selection of the next lowest bidder and the MCDOT concurred. The MCDOT will proceed with the project. Curran Contracting has not yet been awarded the project, but are in line to receive the award of the project from IDOT.

New Business

- None

EXECUTIVE SESSION - MEETING MINUTES

On a motion by Ms. Salgado, seconded by Mr. Breeden, the Committee went into Executive Session at 8:50 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 Ms. Evertsen, the Committee went into Regular Session at 9:06 A.M.

A roll call vote was taken with all members present voting “yes”; motion carried. Vice-Chairperson Yensen noted that “no action” was taken in Executive Session.

The Executive Session meeting minutes of August 17, 2011 were reviewed and by direction of the Committee will be forwarded to the State’s Attorney Office (SAO) for review and release.

MEMBER COMMENTS

- Ms. Evertsen requested inclusions to the Transportation Committee meeting minutes of August 17, 2011. This request will be brought forward to the September 21, 2011 meeting, so that Committee members can vote on the changes/inclusions.
- Vice-Chairperson Yensen noted that there will be a ribbon cutting ceremony for the new fire station located at Algonquin Road and Square Barn Road. The ceremony is scheduled for Sunday, September 11, 2011 at 8:30 A.M. In addition to the ribbon cutting ceremony, there will be a commemoration of September 11, 2001.

NEXT MEETING DATE & LOCATION

Transportation Committee meeting on Wednesday, September 21, 2011 at 8:15 A.M. – McHenry County Division of Transportation

ADJOURNMENT

On a motion by Ms. Peschke, seconded by Ms. Evertsen, the meeting adjourned at 9:12 A.M. A voice vote was taken with all members present voting “aye”; motion carried.

RESOLUTION
APPROVING AN EARLY START-UP CONSTRUCTION ENGINEERING SERVICES
AGREEMENT AND APPROPRIATING FUNDS FOR THE WALKUP ROAD
PROJECT

WHEREAS, McHenry County has determined that there is a need to improve Walkup Road between Illinois Route 176 in Crystal Lake and Bull Valley Road in McHenry, which is part of the approved FY 2011 to 2015 Highway Improvement Program, as the existing road is congested due to inadequate roadway geometry for the current traffic volumes; and

WHEREAS, said improvements will require the services of a consulting engineering firm to provide a public involvement plan, coordination of advance utility relocations, and initial survey work prior to the construction project being started; and

WHEREAS, the Transportation Committee selected Baxter & Woodman, Inc. (B&W) to perform these services on August 30, 2011; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement with B&W for a not to exceed amount of \$50,000.00, to provide an early start-up public involvement plan, utility coordination, and advance surveying services, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Early Start Up Engineering Services Agreement between McHenry County and Baxter & Woodman, Inc., of Crystal Lake, Illinois is hereby approved in the not to exceed amount of \$50,000.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of fifty thousand dollars (\$50,000.00) from the Motor Fuel Tax Fund, OCA code 820110-4455, for said agreement; and

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

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 00-00246-02-FP; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit 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 4th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name
Township				Baxter & Woodman, Inc.
County				Address
McHenry County Div of Transportation				8678 Ridgefield Road
Section				City
00-00246-02-FP				Crystal Lake
				State
				Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 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 Walk-Up/Crystal Lake Route 0085 Length 12077 KM(2.29 Miles)(Structure No. _____)

Termini Ill Rte 176 to Bull Valley R with an omission from 1,649 ft N of Crystal Springs Rd to 2,147 ft S of Bull Valley Rd

Description

This is an Early Start-Up Agreement to initiate the early stages of the Public Involvement Plan, utility coordination and initial survey work. The project consists of two separate improvements along Walk-Up Road: the IL Route 176 intersection improvements and the northern Walkup/Crystal Lake Road improvements.

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 improvement 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, Division 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.

Note Four copies to be submitted to the Regional Engineer

- 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 easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
 - i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
 - j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
 - k. Furnish or cause to be furnished
 - (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking 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. The 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. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to

use in fulfilling the requirements of this AGREEMENT.

The scope of services for this Early Start-Up agreement are attached as Exhibit B.

The LA Agrees,

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 percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees <u>Cost Plus Fixed Fee</u> (see note) <u>See Exhibit A</u> _____ _____ _____ _____	% % % %
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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 and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, 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 paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a 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.

Grade Classification of Employee	Hourly Rate
Principal Engineer	<u>See Exhibit A</u>
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to 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 based on the above fee schedule and 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 (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

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 improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, 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 material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
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 _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. 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.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

See Exhibit 1 for revisions/deletions.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
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 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 the 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.

See Exhibit 1 for revisions/deletions.

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

Executed by the LA:

McHenry County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____
County Clerk

County Board _____,
By _____

(Seal)

Title: County Board Chairman

Executed by the ENGINEER:

Baxter & Woodman, Inc.

8678 Ridgefield Road

ATTEST:

Crystal Lake, IL 60012

By _____

Title: Deputy Secretary

Title: Vice President

Approved

Date
Department of Transportation

Regional Engineer

**MCHENRY COUNTY DIVISION OF TRANSPORTATION ILLINOIS
WALKUP ROAD STAGE 2 AND STAGE 3**

EXHIBIT A

CONSTRUCTION ENGINEERING

Route: Walkup/Crystal Lake Road
 Local Agency: McHenry County Division of Transportation
 (Municipality/Township/County)
 Section: 00-00246-02-FP
 Project: CM-M-9003(496)
 Job No.: C-91-102-10

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate (OH)	<u>152%</u>
Complexity Factor (R)	<u>0</u>
Working Days	<u>NA</u>

Method of Compensation:

Cost Plus Fixed Fee 1	X	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.8 + R)DL] + IHDC
Direct Labor Multiple	<input type="checkbox"/>	
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
PUBLIC INVOLVEMENT PLAN	PRINCIPAL	27	\$68.49	\$1,849.00	\$2,810.00		\$640.00	\$755.00	\$6,054.00
	SR ENGR V	36	\$56.70	\$2,041.00	\$3,102.00			\$731.00	\$5,874.00
	SR ENGR II	79	\$45.00	\$3,555.00	\$5,404.00			\$1,273.00	\$10,232.00
	MARKETING ASST	71	\$31.58	\$2,242.00	\$3,408.00			\$803.00	\$6,453.00
	ENGR II	4	\$35.29	\$141.00	\$214.00			\$50.00	\$405.00
	CAD OP II	22	\$30.28	\$666.00	\$1,012.00			\$239.00	\$1,917.00
CONSTRUCTION ADMIN	SR ENGR V	31	\$56.70	\$1,758.00	\$2,672.00		\$100.00	\$644.00	\$5,174.00
	ENGR TECH V	29	\$52.80	\$1,531.00	\$2,327.00			\$548.00	\$4,406.00
	ENGR TECH III	50	\$35.80	\$1,790.00	\$2,721.00			\$641.00	\$5,152.00
	ENGR TECH II	50	\$27.76	\$1,388.00	\$2,110.00			\$497.00	\$3,995.00
									\$0.00
									\$0.00
									\$0.00
TOTALS		399		\$ 16,961	\$ 25,780	\$ -	\$ 740	\$ 6,181	\$ 49,662

In-House Direct Costs:
 Travel @ 0.55 per mile = \$100 / Media special card stock/printing/ website hosting and URL registration = \$640
 Services by Others: none

MCHENRY COUNTY DIVISION OF TRANSPORTATION
WALKUP ROAD STAGE 2 AND STAGE 3
SECTION NO.: 00-00246-02-FP
CONSTRUCTION ENGINEERING SERVICES
EARLY START-UP AGREEMENT

EXHIBIT B

SCOPE OF SERVICES

The following tasks are included in the Early Start-up Agreement for Construction Engineering Services related to Walkup Road Stage 2 and Stage 3.

Public Involvement Plan

Construction will adversely impact anyone who resides in, has an interest in, or does business in the Walkup Road project area. The public involvement plan needs to be an integral component before construction begins and on-site for public contact during the day-to-day construction activities. During these initial months of project start-up, Baxter & Woodman will develop and prepare many of the communications tools that will be used throughout the project, including:

- A. Meeting with Residents and Business Owners
 - 1. Finalize door hanger layout, content and printing
 - 2. Canvas project site with door hangers (knock on doors)
 - 3. Deliver door hangers to the Talisman subdivision (mail box)
 - 4. Distribute information at METRA station
 - 5. Discuss safety measures (temp signals)

- B. Public Information Meeting
 - 1. Prepare exhibits
 - 2. Review comments from County
 - 3. Attend meeting

- C. Electronic Media
 - 1. Develop and host website
 - 2. Update website weekly
 - 3. Set-up Twitter account and send weekly (2 or 3) updates

- D. Agency Meetings
 - 1. Meet with various agencies (CL Chamber and Downtown CL merchants; City of Crystal Lake; Crystal Lake Park District; School District 155)

E. Printed Media

1. Prepare trifold brochure content and layout (include detour maps)
2. Coordinate printing and distribution of trifold brochures
3. Develop project newsletter; updated quarterly; sent via email and through website
4. Develop construction alert notices; coordinate printing and delivery of alert notices

F. Online Contact Log

1. Develop and provide updates to online contact log for owners (county staff and officials)

Construction Engineering

Utility coordination needs to be addressed very early in the process. Utility conflicts (known and unknown) are the most common cause of project delay. With extensive experience in utility coordination and negotiation, Baxter & Woodman will aggressively pursue coordination meetings with the top management the utilities within the corridor to facilitate the project.

A. Utility Coordination

1. Conduct utility coordination meeting
2. Provide on-site utility coordination
3. Attend preconstruction meeting at IDOT
4. Conduct weekly (or as needed) coordination meetings

B. Conduct Survey of Stage 2 Cross Sections

1. Establish control points, datum, stationing, level circuit
2. Verify cross sections on both corridors
3. Establish pre-construction conditions for earth work determinations

C. Demolition Contract – Southeast corner of Walkup Avenue and Gates Street

1. Provide construction engineering services for demolition contract

MCHENRY COUNTY DIVISION OF TRANSPORTATION
WALKUP ROAD STAGE 2 AND STAGE 3
SECTION NO.: 00-00246-02-FP
CONSTRUCTION ENGINEERING SERVICES
EARLY START-UP AGREEMENT

EXHIBIT 1

On Page 2, under the “**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 1a, 1g, 1i, 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 A of the Agreement for the successful completion of the services. The total compensation shall not exceed Fifty Thousand Dollars. (\$50,000.00).
2. Remove Paragraph 3 (on page 4 of Agreement) in its entirety.

On Page 4 of the Agreement, under “**It is Mutually Agreed**”

1. Remove: Number 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.

**RESOLUTION
APPROVING AN ENGINEERING SERVICES AGREEMENT
AMENDMENT AND APPROPRIATING FUNDS FOR WALKUP ROAD**

WHEREAS, McHenry County has determined that there is a need to improve Walkup Road between Illinois Route 176 and Bull Valley Road in Crystal Lake and McHenry, which is part of the approved FY 2011 to 2015 Highway Improvement Program, as the existing road is congested and traffic volumes are higher than the facility was designed to carry; and

WHEREAS, McHenry County approved an agreement with Teng and Associates on February 7, 2006 to provide the necessary engineering and environmental services; and

WHEREAS, since that time the Division of Transportation and Teng and Associates have identified a need to perform additional design analysis and coordination for the project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Amended Engineering Services Agreement with Teng and Associates for a not to exceed amount of \$127,772.00 raising the upper limit of the contract to \$2,594,461.37, to provide said engineering services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Amended Engineering Services Agreement between McHenry County and Teng and Associates is hereby approved in the not to exceed amount of \$127,772.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of one hundred twenty eight thousand dollars (\$128,000.00) from the County Option Motor Fuel Tax Funds, OCA code 820125-4455, for said agreement; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 00-00246-00-FP; 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 of which will be forwarded to the City of Crystal Lake.

DATED at Woodstock, Illinois this 4th day of October, 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 Supplement #3	C O N S U L T A N T	Name Teng and Associates
Township Nunda				Address 205 N Michiaan
County McHenry				City Chicaao
Section 00-00246-00-FP				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 Walkup/Crystal Lake Road

Route FAU 0085 Length 5.30 Mi. _____ FT (Structure No. _____)

Termini IL RTE 176 to Bull Valley Road

Description:

Widening and resurfacing of an existing 2 lane rural section of Walkup Road to a proposed 3 lane urban section. In addition, a shared use path will be constructed along Walkup Road from south of IL RTE 176 to Pleasant Hill Road.

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.
- (2) That all reports, plans, ~~plans~~ 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, ~~plans~~, 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,

1. SEE EXHIBIT 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:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

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

~~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 129.4 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 129.4 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 129.4 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:

Teng and Associates _____

ATTEST:

By _____ By Byron T Danley, P.E., S.E.

Title _____ Title Senior Vice President

Approved

Date
Department of Transportation

Regional Engineer

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Teng and Associates, Inc.
PRIME/SUPPLEMENT Supplement #3

DATE 09/06/11
PTB NO. Walkup Road Contract 2 and 3

CONTRACT TERM 6 MONTHS
START DATE 01/15/2011
RAISE DATE 01/15/2012

OVERHEAD RATE 129.40%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

01/15/2011 - 07/14/2011

6
6

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Teng and Associates, Inc.
Supplement #3
Walkup Road Contract 2 and 3

DATE 09/06/11

NAME	Direct Labor Total	Contribution to Prime Consultant
O'Brien and Associates	18,452.00	1,845.20
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	18,452.00	1,845.20

AVERAGE HOURLY PROJECT RATES

FIRM Teng and Associates, Inc.
 PTB NO. Walkup Road Contract 2 and 3
 PRIME/SUPPLEMENT Supplement #3

DATE 09/06/11

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Contract 3 Pre Final and Fin			Phase III Consultation			QC / QA			Administration / Managem					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Technical Manager	69.28	44	5.01%	3.47	7	1.42%	0.99	8	2.65%	1.84	2	6.90%	4.78	27	49.09%	34.01	0		
Sr. Engineer	58.02	140	15.95%	9.25	42	8.54%	4.95	49	16.23%	9.41	21	72.41%	42.01	28	50.91%	29.54	0		
Engineer	48.38	388	44.19%	21.38	232	47.15%	22.81	150	49.67%	24.03	6	20.69%	10.01				0		
Technician	33.99	306	34.85%	11.85	211	42.89%	14.58	95	31.46%	10.69									
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TOTALS		878	100%	\$45.95	492	100.00%	\$43.33	302	100%	\$45.97	29	100%	\$56.80	55	100%	\$63.55	0	0%	\$0.00

EXHIBIT A

The following is documentation in support of a supplemental agreement for the Walkup Road Phase II project. This supplement includes the additional scope of services related to the design and preparation of the Phase II plans. This additional effort was required mostly due to added additional scope requirements presented by either IDOT or Crystal Lake Park District and is detailed below.

The tasks presented show actual effort to complete additional out of scope work. However, due to efficiencies towards other “in scope” tasks, not all additional dollars were necessary to complete the additional effort listed below. Therefore, Teng is providing a credit of 873 Hours (to all effort except for future work) which can be attributed to efficiencies.

Summary of Workhours By Task

Task	Hours	IDOT Hours	MCDOT Hours	Crystal Lake Hours
Revision of all drainage pay items after Final Submittal	92	92	0	0
Intersection grading plans (Phase III)	88	0	88	0
Parcel 30 Re-design	60	0	60	0
Veteran Acres Park Outlet Redesign	388	0	0	388
Pavement Re-design	40	40	0	0
Traffic Signal Re-Design	228	228	0	0
Contract 2 re-submittal due to change in letting dates	370	370	0	0
Phase III Shop Drawing Review and RFIs	150	75	50	25
Post Contract 2 – Intersection grading plans (Phase III)	152	44	88	22
QA/QC	63	34	12	17
Project Administration and Management	120	70	15	35
Sub Total à	1751	953	313	487
CREDIT	-873	-490	-117	-251
Total à	878	463	196	236

Scope Narrative

CONTRACT 1

Revision of all drainage pay items after Final Submittal (92 hours)

After The Final Contract plans were submitted, IDOT changed the pay item descriptions and code numbers for all drainage pipes. This required Teng to review the pay items and then update the entire summary and schedule of quantities. In addition, plans were reviewed and details

modified to accommodate the changes. The basis of payment for the drainage Special provisions were also reviewed and updated where needed. Some pay items were removed from the IDOT pay item list and required new pay item descriptions or new special provisions were written to accommodate an item to meet a new pay item number and description. These plans were then submitted to IDOT and Springfield. The estimate of cost was also updated.

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Plan sheet revision (24 sheets)	72 hours	72 hours	0 hours	0 hours
Special Provision Update	8 hours	8 hours	0 hours	0 hours
Estimate of Cost/Time and IDOT Forms Update	12 hours	12 hours	0 hours	0 hours
Total -à	92 hours	92 hours	0 hours	0 hours

Intersection grading plans (Phase III)

This scope of work was removed from original negotiations and was indicated that the Phase III engineer would handle this service. However, due to a delay in the construction (due to a union labor contract dispute), the project schedule became compressed and the Resident Engineer and MCDOT requested assistance in order to ensure that interim completion dates could be met. Teng provided intersection grading plans for the following intersections:

1. Shenandoah Road
2. Edgewood Road
3. Live Oak Road
4. Hidden Oak Road
5. Berry Court
6. Oakwood Drive
7. Hazelwood Road
8. Running Iron Drive
9. Deerwood Road
10. Pleasant Hill Road
11. Crystal Springs Road

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Intersection grading	88 hours	0 hours	88 hours	0 hours
Total -à	88 hours	0 hours	88 hours	0 hours

CONTRACT 2

Parcel 30 Re-design

MCDOT asked Teng to review various options to minimize or avoid impact to Parcel 30. Options included various grading and retaining wall designs that would lessen right-of-way and temporary easement requirements. MCDOT ultimately did not acquire any right-of-way or temporary easement from Parcel 30. This required Teng to review options to maintain proposed

traffic lanes to match proposed pavement striping to avoid ROW impacts. In addition, MOT was revised to avoid ROW impacts which required reduction in temporary lane width. Upon completion, the roadway, drainage, MOT, erosion control, landscaping, and cross sections were modified to accommodate the new design.

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Design Analysis and Development	20 hours	0 hours	20 hours	0 hours
Revisions to Plans and Cross Sections	32 hours	0 hours	32 hours	0 hours
Quantities	8 hours	0 hours	8 hours	0 hours
Total -à	52 hours	0 hours	52 hours	0 hours

Veteran Acres Park Outlet Redesign

The proposed drainage concept for IL RTE 176 was originally completed as part of the Phase I LDS. Subsequent to that completion, the Crystal Lake Park District expressed concern over the total volume of water outletting into Veteran Acres Pond. The Park District demanded that no additional volume of water would be accepted into the Park due to the additional impervious pavement created as part of the intersection widening. Also the water would need some water quality treatment before entering the pond. Therefore, the proposed drainage design needed to be modified. Additional effort was required to design an interconnected system of dry wells, pipe detention, detention basins and water treatment to satisfy this new requirement. The additional work was as follows.

1. Infiltration Tests and Analysis
2. Dry Well Re-Layout (After Test Results)
3. Dry Well and Storm Water Volume Analysis (Crystal Lake Storm Water Ordinance Analysis). Including \$18,452.00 performed by O'Brien and Associates for Geotechnical work.
4. Detention Basin Design (City of Crystal Lake Drywell Park)
5. Re-design of storm sewer pipe size and locations to accommodate dry well design.
6. Wetland Cell Detail

Once the design was complete, the Park District required that the wetland cell design be modified to allow the excavated volume to balance the embankment required to fill the existing ice skating pond and that the running path be rerouted around the proposed wetland cell. This was not originally anticipated. The additional work was as follows;

1. Overflow detail between ponds
2. Pond re-grading, erosion control, and landscaping
3. Additional pay items
4. Special outflow detail
5. Two (2) running path alternatives
6. Running path typical section detail
7. Multiple reviews, dispositions and added scope with each review.

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Infiltration tests and analysis	40 hours	0 hours	0 hours	40 hours
Dry Well and Storm Water Volume Analysis	40 hours	0 hours	0 hours	40 hours
Detention Basin design (drywell park)	40 hours	0 hours	0 hours	40 hours
Redesign of storm sewer pipe size and locations to accommodate dry well design	40 hours	0 hours	0 hours	40 hours
Overflow design between ponds in VA Park	12 hours	0 hours	0 hours	12 hours
Regrading of Veteran Acres Pond	8 hours	0 hours	0 hours	8 hours
Multiple reviews and added scope with each review	24 hours	0 hours	0 hours	24 hours
Modify/Add Contract Plans	168 hours	0 hours	0 hours	168 hours
Modify Special Provisions	16 hours	0 hours	0 hours	16 hours
Total -à	388 hours	0 hours	0 hours	388 hours

Pavement Re-design

The original pavement design (dated 10/31/2006) for Walkup Road and IL RTE 176 was for 13.5" HMA and 12 inches of Subgrade. Between Pre Final and Final plan submittal, IDOT directed Teng to change the pavement design to a 30 year design. We then received verbal communication that a 30 year design was not necessary for Walkup Ave/Rd and to switch back to 20 year design. .

A 3/29/2011 memo from the District provided a "Final" design that recommended a 20 yr. pavement design of 9.5" HMA Pavement (Full Depth) for the portions of Walkup Ave and Walkup Rd that are considered Non "High Stress" pavement. The "High Stress" pavement at the intersection of IL 176 and Walkup Rd will be a 30 yr. pavement design of 14" HMA Pavement (Full Depth). MCDOT directed that the Non "High Stress" pavement for the north leg of Walkup Rd will be 13" HMA Pavement (Full Depth).

The changes in pavement design required modifications to the typical sections, summary of quantities, and cross sections.

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Coordination and Plan Revisions	40 hours	40 hours	0 hours	0 hours
Total -à	40 hours	40 hours	0 hours	0 hours

Traffic Signal Re-Design

Traffic signals were originally designed per IDOT standard practice of a single mast arm at the far side of the intersection with post mounted signals for medium sized intersections. However, per IDOTs review

of Pre Final plans, IDOT changed the signal design to dual mast arms at the IL RTE 176 intersection. This required the entire signal design to be completely redesigned. In addition, IDOT Bureau of Traffic directed that the (approved IDS) location of cross walks be revised to be installed parallel to the centerline of roadway to reduce the distance between ramp areas where pushbuttons will be on the mast arm poles. The sidewalks, shared use path and ADA ramps were then redesigned to comply with the comments and District 1 Standard Traffic Signal Design Details..

On 9/22/2010 IDOT Land Acquisition requested that the signal pole at the SE corner of Walkup and IL RTE 176 be relocated to reduce the visual impact to an existing house. The pole was relocated approximately 12 feet from the closest ROW and required modifications to the traffic signal plans and redesign of the shared use path and ADA ramps.

On 4/19/2011, IDOT Bureau of Traffic provided additional comments (dated 4/13/2011) to the final plans. The proposed plans followed District 1 Standard Traffic Signal Design Details for the location of pedestrian push buttons and the IDOT directed use of dual mast arms. Changes directed were intended to reduce overall cost and future maintenance by eliminating separate pedestrian push button posts.

On 4/27/2011 a phone conversation was held with the IDOT Bureau of Traffic to determine if the dual mast arm pole foundation placement shown on the final plan submittal was acceptable. Confirmation was received from the IDOT Bureau of Traffic that the dual mast arm foundation placement was acceptable and traffic signal plans and quantities were updated based on the assumption that conduit lengths and wiring lengths were final.

On 6/08/2011, IDOT Bureau of Traffic provided additional comments to the final plans stating that, where possible, all proposed sidewalks at corners will be installed in front of mast arms. This required the redesign of the ADA ramp locations and relocation of dual mast arm foundations in the NE, NW, and SW quadrants of the intersection. A total of 16 plan sheets were updated as well as estimate of cost.

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Plan Revisions (13 sheets)	208 hours	208 hours	0 hours	0 hours
Quantities	20 hours	0 hours	0 hours	0 hours
Total -à	228 hours	0 hours	0 hours	0 hours

Contract 2 re-submittal due to change in letting dates

Walkup Road Contract 2 – The plans were updated twice due to changes to the proposed letting date. This lead to multiple revisions to the plan set. For the final plan submittal, plans were already sent to Springfield before the project was postponed. The following demonstrates how the change in letting date from June to August impacted the Final PS&E.

Plan Sheets (77 sheets)

Sheets revised:

General: 2-3

SOQ: 4-11

Plan and Profile: 34, 35

Water main: 47-50,

MOT: 53-59, 61, 62, 64, 65, 69-71, 75-77

Erosion Control: 87
Drainage: 88-94, 96- 98, 106, 108,
Landscaping: 154,
Traffic Signals: 173-186,
Cross Sections: 241-248, 252, 263-269

SOQ sheets

Reason: ~35 pay item numbers changed. In addition, new pay items for IDOT signals and Veteran Acre's Park, additional pavement patching for water main since this work will now be done this year under traffic (rather than next year in Stage 1). In addition, Special waste SP was added.

Roadway plan and profile sheets

Reason: Plan sheets at IL 176 intersection required note for Special Waste items.

Water main sheets

Reason: Revised Pay item names due to IDOT revised pay item list for the new letting date as well as note for Special Waste items.

MOT sheets

Reason – MCDOT noted their desire to have final completion date at the end of 2012. The schedule would be impacted if Utility conflicts would not be resolved. Teng reviewed the final COMED relocation plans and identified that a strip of poles just south of the COMED easement (west side) would not be relocated. These poles would be right next to the temporary pavement being placed in Pre Stage. In order to avoid Utility relocate issues in the field that would impact the condensed schedule, we modified the MOT staging by reducing the temp lane width along a portion of Walkup Rd between Crystal Ridge Dr. and Burning Bush. The temp lane widths will be reduced from 11' to 10' and temp curb will be placed from Sta. 72+02 to 75+88 where the existing ROW is approximately 33' and the utility poles are remaining in their existing location at the edge of the ROW. This change ended up affecting a number of MOT sheets as well as cross sections. Only QTY/cost change would be temporary curb and additional temporary drainage. This change impacted MOT Typical sections and plan sheets along Walkup Road from ~Sta 60+00 to Sta 80+00.

Erosion Control sheets

Reason – Modified sheet at VA Park due to comments from Crystal Lake Park District.

Drainage sheets

Reason: Added revisions to VA pond (per Hey and associates comments) and revised pay item names.

Landscaping sheets

Reason – Modified sheet at VA Park due to comments from Crystal Lake Park District.

Traffic Signal sheets

Revised: Every sheet had comments.

Cross Section sheets

Reason: MOT change. No quantities changed, just callout identifying where stage 1, 2, and 3 would be constructed due to MOT revision along Walkup Road.

Estimate of Cost

Reason: Added Special Waste quantities, pavement patching for water main, revised Traffic Signal and Veteran Acres Pond quantities.

Estimate of Time

Reason: Later starting date but did not move completion date. Water main work is to be completed by end of 2011.

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Re-Submit Pre Final Plans	250 hours	250 hours	0 hours	0 hours
Modify Pre Final Special Provisions	40 hours	40 hours	0 hours	0 hours
Modify Final Special Provisions	40 hours	40 hours	0 hours	0 hours
Estimate of Time	16 hours	16 hours	0 hours	0 hours
Estimate of Cost	24 hours	24 hours	0 hours	0 hours
Total -à	370 hours	370 hours	0 hours	0 hours

FUTURE WORK

CONTRACT 2

Shop Drawing Review and RFIs (150 Hours)

Estimate 50 hours for shop drawing review and 100 hours for RFIs

Contract 2 – Intersection grading plans (152 Hours)

This scope of work was removed from original negotiations and was indicated that the Phase III engineer would handle this service. Since that time, MCDOT has requested Teng to provide this information for PH III work. Teng will provide basic intersection grading plans for the following intersections:

1. Mall entrance (west of IL RTE 176)
2. Third Street
3. Second Street
4. First Street
5. Railroad Street
6. Gates Street
7. Burdent Drive
8. IL RTE 176 and Walkup

9. Crystal Ridge Drive
10. Park View Court
11. Talismon Dr
12. Veteran Acres Park
13. Burning Bush Trail
14. Anvil Drive
15. Coach Light Road
16. Raintree Drive
17. Mason Hill Road

Task	Total Effort	IDOT	MCDOT	Crystal Lake
Intersection grading (16)	128 hours	32 hours	80 hours	16 hours
Intersection grading - IL RTE 176 and Walkup	24 hours	12 hours	6 hours	6 hours
Total -à	152 hours	44 hours	88 hours	22 hours

QA/QC (63 Hours)

It is anticipated that 4% of the total additional effort is required for QA/QC.

Project Administration and Management (120 Hours)

The Original Project Administration and Management were anticipated to be completed by January 1, 2011. However, Contract 2 will extend to August, 2011.

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SCOPE OF SERVICES - O'BRIEN & ASSOCIATES, INC.

Walkup Road Improvements
Dry Well Investigation
Crystal Lake, Illinois

OBA Job No, 10605
September 1, 2011

Geotechnical Services

1.0 Project Description

This project includes the following basic elements:

A supplemental geotechnical investigation for the improvements at the intersection of Walkup Road and State Route 176. Improvements include the design of dry wells to be installed for storm water control at locations near the intersection of Walkup Road and State Route 176.

Eight (8) locations are to be investigated, at locations determined by representatives of Teng & Associates and the City of Crystal Lake.

Infiltration tests will be performed using a constant or falling head tests. The test locations are to be drilled using straight flight augers to determine depth to sand and gravel. The sand and gravel elevation will determine the depth in which the constant or falling head tests will be performed.

2.0 General

All of the geotechnical work will be performed in accordance with standard soil infiltration test methods. All necessary laboratory tests will be performed in an AMRL certified laboratory. This scope does not include any environmental work.

3.0 Field Investigations

Once the test depth is determined the augers will be removed and a 4.0" diameter casing will be inserted below the depth of the auger. The casing will then be flushed out and water will be used to fill the casing to the top. Measurements will be taken to determine permeability of the soil. Readings will be taken for a period of two (2) hours. In addition, sand samples will be obtained to perform grain size analysis on the permeable soil layer.

Final boring locations will be determined after a review of access and overhead and underground utilities have been identified. We have assumed that this work will be performed with an truck mounted drill rig. All work will be on the public right-of-way.

The boreholes will be backfilled and patched to match existing grade. A field engineer will be present to log the borings and classify the soil samples during the drilling operation.

Anticipated Field Investigation Costs \$15,280.00

4.0 Laboratory Testing

Moisture content tests will be performed on all samples recovered. Particle size and index property tests will be performed on representative portions of the samples to assist with soil classification.

Anticipated Laboratory Costs: \$800.00

5.0 Summary Geotechnical Reports

Information regarding infiltration readings over time will be submitted to Teng to determine soil coefficient of permeability (k-values).

Graphs showing grainsize analysis on the permeable soil layer samples will be presented.

Typed field notes for each location will be included.

Anticipated Engineering Costs: \$2,375.00

Total Anticipated Costs: \$18,455.00

RESOLUTION
APPROVING A RIGHT-OF-WAY PLAT AND LEGAL DESCRIPTION
PREPARATION SERVICES SUPPLEMENT AGREEMENT
AND APPROPRIATING FUNDS FOR THE WALKUP ROAD PROJECT

WHEREAS, McHenry County has determined that there is a need to improve Walkup Road between Illinois Route 176 and Bull Valley Road in Crystal Lake and McHenry, which is part of the FY 2011 to 2015 Highway Improvement Program, as the existing road is congested and traffic volumes are higher than the facility was designed to carry; and

WHEREAS, said improvements will require the services of a professional land surveying firm to provide right-of-way plats and legal descriptions and staking for the purposes of right-of-way acquisition; and

WHEREAS, McHenry County approved an agreement with Jorgensen and Associates on January 6, 2009 to provide the necessary professional land surveying services; and

WHEREAS, since that time the Division of Transportation and Jorgensen and Associates have identified a need to perform additional land surveying services for the project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Amended Engineering Services Agreement with Jorgensen and Associates for a not to exceed amount of \$25,831.25 raising the upper limit of the contract to \$94,518.51, to provide said engineering services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Engineering Services Agreement between McHenry County and Jorgensen and Associates is hereby approved in the not to exceed amount of \$25,831.25; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of twenty-six thousand dollars (\$26,000.00) from the Motor Fuel Tax Fund, OCA code 820110-4455, for said agreement; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 00-00246-00-FP; 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 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 4th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

Municipality Crystal Lake/McHenry	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Supplement #1	C O N S U L T A N T	Name Jorgensen & Associates, Inc.
Township Nunda				Address 120 Park Avenue
County McHenry				City Lake Villa
Section 00-00246-00-FP				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 Walkup Road

Route FAU0085 Length 5.30 Mi. _____ FT (Structure No. _____)

Termini Illinois Route 176 to Bull Valley Road

Description:

Prepare a statutory plat of highways with legal descriptions, monumentation of the proposed right-of-way, centerlines, and plat revisions

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.
- (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,

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:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	<u>\$25,831.35</u>	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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 130.39 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 130.39 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 130.39 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 Division of Transportation of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

ATTEST:

By Christina H. Jorgensen

By Christina H. Jorgensen

Title Secretary

Title President

Approved

Date

Department of Transportation

Regional Engineer

Route: FAU 0085 (Walkup Road)
Section: 00-00246-00-FP
County: McHenry
Job No.: R91-006-06

Exhibit "A"

Hourly Rate Range - Consultant's Regular Staff

<u>Classification</u>	<u>From</u>	<u>To</u>
Principal, Manager, P.L.S.	39.00	41.00
Supervisor, Project Surveyor	38.00	40.00
Cadd Supervisor, Survey Party Chief	21.00	26.50
Instrument Operator, Cadd Operator, assignable Clerical and Secretarial Labor	14.00	19.00

Route: FAU 0085 (Walkup Road)
Section: 00-00246-00-FP
County: McHenry
Job No.: R-91-006-06

Exhibit "B"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.27%
State Unemployment Compensation _____	0.89%
Federal Unemployment Compensation _____	0.20%
Workmen's Compensation Insurance _____	1.59%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	10.85%
Bonus _____	4.55%
Pension _____	0.67%
Group Insurance _____	<u>25.81%</u>
Total Payroll Burden & Fringe Costs	55.83%

Route: FAU 0085 (Walkup Road)
Section: 00-00246-00-FP
County: McHenry
Job No.: R-91-006-06

Exhibit "C"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.54%
Depreciation _____	12.69%
Indirect wages and salaries _____	37.59%
Reproductive and printing costs _____	0.06%
Office Supplies _____	2.69%
Computer Costs _____	0.16%
Professional Fees _____	1.33%
Telephone _____	1.63%
Fees, license & dues _____	1.08%
Repairs and maintenance _____	0.44%
Business space rent _____	4.11%
Facilities - capital _____	1.05%
Recruiting _____	0.01%
Survey Supplies _____	3.14%
Automobile/travel expense _____	1.96%
Equipment Rental _____	0.77%
Miscellaneous Expense _____	0.62%
State Income Tax _____	0.45%
Postage _____	<u>0.24%</u>
Total Overhead	74.56%

Route: FAU 0085 (Walkup Road)
Section: 00-00246-00-FP
County: McHenry
Job No.: R-91-006-06

Exhibit "D"

Classification Types & Rates

Sheet 1 of 2

- A. Supervisor, P.L.S.
- B. Survey Party Chief
- C. Instrument Operator
- D. Cadd Supervisor

Classification Rates used for Calculation of Fee

A. Supervisor, P.L.S.	\$ 38.00
B. Survey Party Chief	\$ 21.50
C. Instrument Operator	\$ 17.00
D. Cadd Supervisor	\$ 26.50

Route: FAU 0085 (Walkup Road)
Section: 00-00246-00-FP
County: McHenry
Job No.: R-91-006-06

Exhibit "D"

Average Hourly Rate Calculation

Sheet 2 of 2

Supervisor, P.L.S.	112 hours @ \$38.00/hour	=	\$ 4,256.00
Survey Party Chief	79 hours @ \$21.50/hour	=	\$ 1,698.50
Instrument Operator	79 hours @ \$17.00/hour	=	\$ 1,343.00
Cadd Supervisor	<u>80 hours @ \$26.50/hour</u>	=	<u>\$ 2,120.00</u>
	350 hours		\$ 9,417.50

$$\text{Average Hourly Rate} = \frac{\$9,417.50}{350} = \$26.91/\text{hour}$$

Route: FAU 0085 (Walkup Road)
 Section: 00-00246-00-FP
 Project: Jorgensen & Associates, Inc.
 County: McHenry August 24, 2011
 Job No.: R-91-006-06 No. of Parcels: 16

COST ESTIMATE OF CONSULTANT'S SERVICES

Cost Plus Fixed Fee = 14.5%[(2.3 + R)/DL + IHDC]

Item	Number of Man Hours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-house Direct Costs (D)	Sub-Total (E)	Profit (F)	Services By Others	Total	Percent of Grand Total
1) Pre-Survey Phase	2	\$53.00	\$69.11	\$29.00	\$151.11	\$21.88	N/A	\$172.99	0.67%
2) Survey Reconnaissance	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	0.00%
3) Project Survey Plan	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	0.00%
4) First Submittal Plat of Highways and Descriptions	36	\$1,034.50	\$1,348.88	\$220.00	\$2,603.38	\$376.91	N/A	\$2,980.29	11.54%
5) Survey (Field)	158	\$3,041.50	\$3,965.81	\$192.00	\$7,199.31	\$1,042.18	N/A	\$8,241.49	31.91%
6) Survey (Office)	25	\$915.50	\$1,193.72	\$0.00	\$2,109.22	\$305.32	N/A	\$2,414.54	9.35%
7) Final Submittal Plat of Highways and Descriptions	64	\$1,903.00	\$2,481.32	\$426.80	\$4,811.12	\$696.54	N/A	\$5,507.66	21.32%
8) Coordination Meetings	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	0.00%
9) QC/QA	65	\$2,470.00	\$3,220.63	\$0.00	\$5,690.63	\$823.75	N/A	\$6,514.38	25.22%
TOTALS	350	\$9,417.50	\$12,279.48	\$867.80	\$22,564.78	\$3,266.57	\$0.00	\$25,831.35	100.00%

Route: FAU 0085 (Walkup Road)
 Section: 00-00246-00-FP
 County: McHenry
 Job No.: R-91-006-06

**Manhour Breakdown
 Land Acquisition Estimate**

Length of Project

Illinois Route 176	=	<u>± 1,938'</u>	=	<u>± 0.367 mile</u>
Walkup Road	=	<u>± 28,072'</u>	=	<u>± 5.317 miles</u>
 Total Length	=	 <u>± 30,010'</u>	=	 <u>± 5.684 miles</u>

16 Parcels

- | | | | |
|----|----------------------------|--------------------|-------------|
| 1. | Pre-Survey Phase | | |
| | Research available records | | |
| | a. Title Co. |) | 2 MH |
| | |) | |
| | b. Recorder's Office |) | |
| | |) | |
| | c. I.D.O.T. |) | |
| | |) | |
| | d. Utilities |) | |
| | |) | |
| | e. Private Surveyors |) | |
| | |) | |
| | f. Land Owners |) | <u>0 MH</u> |
| | | | |
| | | Sub-total Item # 1 | 2 MH |
| 2. | Reconnaissance Survey | 2 Men | 0 MH |

3.	Project Survey Plan		
a.	Alignment info)	
)	
b.	Existing R.O.W. info)	
)	
c.	Land line data)	
)	
d.	Subdivision data)	<u>0 MH</u>
		Sub-total Item #3	0 MH
4.	First Submittal Plat of Highways & Descriptions		
a.	Ownership info)	
)	
b.	Total holding boundaries)	
)	
c.	Total holding area listing)	
)	
d.	Private survey info)	
)	
e.	Deed calculated closures)	
)	
f.	Layout and drafting		
	Revised Plat of Highways		
	Revised Total Holding sheets		
	Revised Alignment & Tie sheets		
	Plat of Dedication		
	29 hours x 1 man =		29 MH
g.	Legal descriptions	7 descriptions	<u>7 MH</u>
		Sub-total Item #4	36 MH

5.	Survey (Field)		
	a.	Monument center line alignment & recovery ties 8 hours x 2 men =	16 MH
	b.	Measure additional traverse lines 20 hours x 2 men =	40 MH
	c.	Appraisal topography 8 hours x 2 men =	16 MH
	d.	Monument & tie proposed right of way 43 hours x 2 men =	<u>86 MH</u>
		Sub-total Item #5	158 MH
6.	Survey (Office)		
	a.	Compute traverse 8 hours x 1 man =	8 MH
	b.	Compile appraisal topography 3 hours x 1 man =	3 MH
	c.	Compute center line alignments 2 hours x 1 man =	2 MH
	d.	Compute proposed R.O.W., permanent & temporary easement lines 12 hours x 1 man =	<u>12 MH</u>
		Sub-total Item #6	25 MH

7.	Final Submittal Plat of Highways & Descriptions	
a.	Final drafting 43 hours x 1 man =	43 MH
b.	Prepare & Record Monument Records 16 hours x 1 man =	16 MH
c.	Final descriptions 7 descriptions	2 MH
d.	Assembly of final papers	<u>3 MH</u>
	Sub-total Item #7	64 MH
8.	Coordination Meetings	0 MH
9.	QC/QA	
a.	Check preliminary plats 40 hours x 1 man =	40 MH
b.	Check preliminary legal descriptions 3 hours x 1 man =	3 MH
c.	Check final plats 20 hours x 1 man =	20 MH
d.	Check final legal descriptions 2 hours x 1 man =	<u>2 MH</u>
	Total All Items	350 MH

Route: FAU 0085 (Walkup Road)
Section: 00-00246-00-FP
County: McHenry
Job No.: R-91-006-06

Manhour Breakdown By Item

<u>Item</u>	<u>Classification</u>	<u>Manhours</u>
1) Pre-Survey	Cadd Supervisor	2
2) Survey Reconnaissance		
3) Project Survey Plan		
4) First Submittal Plat of Highways & Descriptions	Supervisor, P.L.S. Cadd Supervisor	7 29
5) Survey (Field)	Survey Party Chief Instrument Operator	79 79
6) Survey (Office)	Supervisor, P.L.S. Cadd Supervisor	22 3
7) Final Submittal Plat of Highways & Descriptions	Supervisor, P.L.S. Cadd Supervisor	18 46
8) Coordination Meetings		
9) QC/QA	Surveyor, P.L.S.	65

Route: FAU 0085 (Walkup Road)
 Section: 00-00246-00-FP
 County: McHenry
 Job No.: R-91-006-06

**Breakdown of
 In House Direct Costs**

Item

1. Pre-Survey Phase

a. Trips to Recorder's Office – 1 ea.
 ± 50 miles/trip x 1 trip = ± 50 miles
 ± 50 miles @ \$0.48/mile = \$ 24.00

b. Miscellaneous Records from Recorder's Office \$ 5.00

Sub-total Item #1 \$ 29.00

4. First Submittal Plat of Highways & Descriptions

a. Plat of Highways Mylars
 44 sheets @ \$5.00/sheet = \$ 220.00

5. Survey (Field)

a. Trips to project site – 8 ea.
 ± 50 miles/trip x 8 trips = ± 400 miles
 ± 400 miles @ \$0.48/mile = \$ 192.00

7. Final Submittal Plat of Highways & Descriptions

a. Trips to Recorder's office - 2 ea.
 ± 50 miles/trip x 2 trips = ± 100 miles
 ± 100 miles @ \$0.48/mile = \$ 48.00

b. Record Monument Records
 7 Monument Records @ \$50.00 each = \$ 350.00

c. Deliver Final Papers to District One Office
 ± 60 miles/trip x 1 trip = ± 60 miles
 ± 60 miles @ \$0.48/mile = \$ 28.80

Total All Items \$ 867.80

RESOLUTION
AUTHORIZING APPROVAL OF A SUPPLEMENTAL AGREEMENT AND
APPROPRIATING FUNDS FOR TRAFFIC SIGNAL COORDINATION
AND TIMING

WHEREAS, McHenry County has re-optimized the traffic signal systems (Algonquin Road, Randall Road, Rakow Road, and Virginia Road/Pyott Road) in southeastern McHenry County to address the continued growth in the County; and

WHEREAS, the implementation of new signal timings is a routine maintenance task that should be undertaken periodically especially in high growth corridors; and

WHEREAS, optimizing traffic signal systems is one of the most cost effective measures to improve traffic congestion; and

WHEREAS, the Signal Coordination and Timing (SCAT) studies will require professional consulting services and the Transportation Committee has selected Christopher B. Burke Engineering, Ltd. to re-optimize the traffic signal systems and approved the use of Christopher B. Burke Engineering, Ltd. on March 6, 2007, and an amended agreement on October 20, 2009 to provide said engineering services; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached engineering supplement with Christopher B. Burke Engineering, Ltd. for a not to exceed amount of \$9,978.85 raising the upper limit of the contract to \$105,027.57, to provide said services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED by the County Board of McHenry County that the supplemental Consultant Services Agreement between McHenry County and Christopher B. Burke Engineering, Ltd. is hereby approved in the not to exceed amount of \$9,978.85; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of ten thousand dollars (\$10,000.00) from the County Option Motor Fuel Tax Fund, OCA code 820125-4455, for said contract; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 07-00342-00-TL; 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 one certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois this 4th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

Municipality McHenry County DOT	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Supplement # 2	C O N S U L T A N T	Name Christopher B. Burke Engineering, Ltd.
Township Algonquin				Address 9575 W. Higgins Road, Suite 600
County McHenry				City Rosemont
Section 07-00342-00-TL				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 Signal Coordination and Timing Study (SCAT)

Route Various Length _____ Mi. _____ FT (Structure No. N/A)

Termini McHenry County Traffic Signal System

Description:

The project will consist of providing traffic signal operational assistance on the McHenry County Traffic Signal System.

Agreement Provisions

The Engineer Agrees, (See Attachment A: Scope of Services)

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.
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. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 9. The undersigned certifies neither the ENGINEER nor I have:
 - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

The LA Agrees,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER. The total compensation shall not exceed \$9,978.85 as detailed on the attached exhibit A-1.

- 4 The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

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.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$9,978.85
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work:		\$9,978.85

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:

_____ of the
(Municipality/Township/County)

ATTEST: State of Illinois, acting by and through its

By _____
 _____ Clerk By _____
 (Seal) Title _____

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road Suite 600

ATTEST:

Rosemont, Illinois 60018

By _____

By _____

Title Vice President

Title President

Approved

Date

Department of Transportation

Regional Engineer

**Attachment A: Scope of Services
Traffic Signal Operation Assistance
Various Traffic Signal Systems
McHenry County, Illinois
September 2, 2011**

UNDERSTANDING OF THE ASSIGNMENT

The project will consist of providing assistance in the area of Traffic Signal Operation Assistance to the County staff in the management and operations of the traffic signals throughout the County.

The overall desire is to improve the performance and operations of the existing traffic signal installations by the adjustment to the controller settings, timings, or phasing. It is also desired to be proactive in the design phase of any proposed traffic signal or development project to review the impacts on the traffic operations of the area.

SECTION I - SCOPE OF BASIC SERVICES

Task 1: Operational Trouble Shooting and Public Complaints:

This task will consist of providing assistance to the County staff in responding to public complaints regarding traffic signal operations. CBBEL will provide analysis and recommendations related to issues with traffic signal timing, coordination and overall traffic efficiency as requested.

Task 2: Evaluate Local Intersection Operations:

This task will consist of reviewing the local database settings which impact the traffic operations of the intersection. These items will include the by-phase timing data, recall data, detector type/timer data, detector phase assignment data, and the coordination pattern data. CBBEL will also perform field observations to determine if modifications to these settings are necessary to improve the operation of the local intersection and communicate these to the County or agency responsible for the maintenance of the traffic signal.

Task 3: Evaluate System Operations:

This task will consist of reviewing the master database settings which impact the traffic operations of the system. These items will include the system parameters, TOD /Holiday programs and the items associated with the Traffic Responsive Program (TRP) including the system detector scale factors, detector groups, automatic program data, and the traffic responsive plan data. CBBEL will also review the stored events and sample period logs to determine any modifications to these settings which would be required to improve the operation of the system, prevent oscillation and verify that the proper plan selection is being made by the TRP. Any recommended changes would be communicated to County or agency responsible for the closed loop signal system.

Task 4: Engineering Review:

This task will consist of the review of proposed traffic signal installation, development or signal system timing plans prepared by others to determine the appropriateness of the design and the potential impacts on the traffic operations.

EXHIBIT A-1

COST ESTIMATE OF CONSULTANT SERVICES

ROUTE: McHenry County Traffic Signal Assistance
 PROJECT: SCAT
 SECTION: _____
 COUNTY: McHenry
 JOB NO.: _____

CONSULTANT: Christopher B. Burke Engineering, Ltd.

DATE: 09/02/2011

OVERHEAD RATE: 146.48%

COMPLEXITY FACTOR 0

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
TRAFFIC SIGNAL DESIGN								
1 PUBLIC COMPLAINT INVESTIGATION	30	\$1,277.55	\$1,871.36	\$412.50	\$516.40		\$4,077.81	40.86%
2 LOCAL OPERATION EVALUATION	20	\$851.70	\$1,247.57	\$0.00	\$304.39		\$2,403.66	24.09%
3 SYSTEM OPERATION EVALUATION	20	\$851.70	\$1,247.57		\$304.39		\$2,403.66	24.09%
4 ENGINEERING REVIEW	9	\$387.54	\$567.67		\$138.51		\$1,093.71	10.96%
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
TOTALS	79	\$3,368.49	\$4,934.16	\$412.50	\$1,263.70	\$0.00	\$9,978.85	100.00%

EXHIBIT A-2

AVERAGE HOURLY RATES

CONSULTANT: Christopher B. Burke Engineering, Ltd.
 ROUTE: McHenry County Traffic Signal Assistance
 PROJECT: SCAT
 SECTION: _____
 COUNTY: McHenry
 JOB NO.: _____

DATE: 09/02/2011

SHEET 1 OF 1

PAYROLL CLASSIFICATION	HOURLY RATE	PUBLIC COMPLAINT INVESTIGATION			LOCAL OPERATION EVALUATION			SYSTEM OPERATION EVALUATION			ENGINEERING REVIEW						
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE				
Principal	\$70.00																
Engineer IV	\$46.86	15	50.0%	\$23.43	10	50.0%	\$23.43	10	50.0%	\$23.43	5	55.6%	\$26.03				
Engineer III	\$38.31	15	50.0%	\$19.16	10	50.0%	\$19.16	10	50.0%	\$19.16	4	44.4%	\$17.03				
Engineer I/II	\$29.63																
Survey V	\$68.50																
Survey III	\$47.00																
Survey II	\$32.14																
Survey I	\$26.90																
Cad I	\$25.85																
Engineering Tech IV	\$46.17																
GIS Specialist III	\$37.00																
Administrative	\$27.48																
TOTALS		30	100.0%	\$42.59	20	100.0%	\$42.59	20	100.0%	\$42.59	9	100.0%	\$43.06				

EXHIBIT A-3

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: Christopher B. Burke Engineering, Ltd.
ROUTE: McHenry County Traffic Signal Assistance
PROJECT: SCAT
SECTION:
COUNTY: McHenry
JOB NO.:

INHOUSE DIRECT COSTS

TRAVEL				
10	75	\$0.55		\$412.50
# of trips x	# of miles/trip x	mileage rate		Cost
- OR -				
				\$0.00
# of days x	mileage rate/day			Cost

SURVEY SUPPLIES _____

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: _____

11" X 17" _____

FULL SIZE _____

TOTAL \$0.00

RESOLUTION
APPROVING AN AMENDED ENGINEERING SERVICES AGREEMENT AND
APPROPRIATING FUNDS FOR THE PARK AND RIDE LOT AT VIRGINIA ROAD
AND ILLINOIS ROUTE 31 INTERSECTION

WHEREAS, McHenry County and the Chicago Metropolitan Agency for Planning (CMAP) have determined that there is a need to construct a park and ride lot at the intersection of Virginia Road and Illinois Route 31 which is part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, said improvements will require the services of a consulting engineering firm to provide contract plans and specification (Phase II engineering) documents for the project; and

WHEREAS, the County Board approved an agreement with Engineering Enterprises, Inc. in the amount of \$67,400.00 on September 15, 2009 to perform the Phase II engineering; and

WHEREAS, since that time the Division of Transportation and Engineering Enterprises, Inc. have identified a need to perform additional design analysis and coordination for the project; and

WHEREAS, said project has been approved by the Illinois Department of Transportation to receive Federal Congestion Mitigation and Air Quality (CMAQ) funds for both engineering and construction; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement Amendment with Engineering Enterprises, Inc. of Sugar Grove, Illinois for a not to exceed amount of \$20,400.00 to provide said engineering services, raising the upper limit of the contract to \$88,000.00, said agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Engineering Services Agreement Amendment between McHenry County and Engineering Enterprises, Inc. is hereby approved in the not to exceed amount of \$20,400; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of twenty thousand four hundred dollars (\$20,400.00) from the Motor Fuel Tax, OCA code 820110-4455 for said agreement; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 09-00370-00-PK; 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 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 4th day of October, A.D., 2011.

 KENNETH D. KOEHLER, Chairman
 McHenry County Board

ATTEST:

 KATHERINE C. SCHULTZ, County Clerk

Local Agency McHenry County	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation Supplement No. 1	Consultant Engineering Enterprises, Inc.
County McHenry			Address 52 Wheeler Road
Section 09-00370-00-PK			City Sugar Grove
Project No. CMM-9003(483)			State IL
Job No. D91-072-10			Zip Code 60554
Contact Name/Phone/E-mail Address Walter R. Dittrich, P.E. (815) 334-4980 wrddittrich@co.mchenry.il.us	Contact Name/Phone/E-mail Address James R. Lenzini, P.E. (630) 466-6756 jlenzini@eeiweb.com		

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

Project Description

Name Virginia Road and IL Route 31 Park and Ride Route N/A Length N/A Structure No. N/A

Termini Southwest corner of Virginia Road and IL Route 31 in McHenry County, IL

Description: The project consists of the construction of an at-grade surface park and ride facility which includes excavation, asphalt pavement, curb and gutter, storm sewer, pavement marking, lighting, landscaping and other appurtenant work to complete the project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 60 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

II. THE LA AGREES,

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTUALLY AGREED,

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

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

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

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

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

ATTACHMENT "A"

Supplement No. 1 to the Professional Engineering Services Agreement for Federal Participation dated September 15, 2009 between McHenry County (County) and Engineering Enterprises, Inc. (EEI) is for additional engineering services requested by the County relative to the Virginia Road and IL Route 31 Park and Ride.

Whereas, the County requested that EEI expand the scope of services of said engineering agreement. This Supplement No. 1 will provide compensation for the additional work.

Whereas, the foregoing changes were not anticipated and were not included in the original scope of work.

Whereas, it becomes necessary to expand the scope of services required under the said engineering agreement to cover the following changes:

1. Prepare the necessary documents for an Environmental Survey Request Addendum
 - a) Review original ESR
 - b) Coordinate with IDOT and County
 - c) Visit site and take photos
 - d) Gather wetland mapping
 - e) Complete ESR forms
 - f) Develop ESR exhibits
 - g) Submit ESR to IDOT
 - h) Revise ESR per review comments and resubmit.
 - i) Review IDOT PESA
 - j) Prepare PESA Response Form and Exhibit.

2. Prepare Parking Lot Layout Alternatives
 - a) Prepare three alternative parking lot layouts for specified number of parking stalls.
 - b) Perform drainage and stormwater calculations and design for parking lot alternatives.
 - c) Provide estimate of cost for alternatives.
 - d) Revise selected alternative per County review and comments.

Whereas, compensation for all services rendered will be on a Cost Plus Fixed Fee basis, with an upper limit not-to-exceed cost of \$20,400.00. For manhours and costs to perform the work see the following Supplement No. 1 Manhour and Cost Summary.

Save as to these provisions, all other terms and conditions of said engineering agreement are to remain in full force and effect.



**Supplement No. 1
Manhour and Cost Summary**

Firm Name Engineering Enterprises, Inc.
 Project Virginia Road and IL 31 Park and Ride
 Section 09-00370-00-PK
 County McHenry
 Job No. D-91-072-10

Overhead Rate: 1.85
 Complexity Factor: 0
 Fixed Fee: 14.50%

Employee	Classification	Manhours	Rate	Payroll	Overhead & Fringe Benefit	Fixed Fee	Total
ESR Addendum							
Ronald G. Naylor	E-2	23.75	\$48.86	\$1,160.43	\$ 2,146.79	\$479.55	\$3,786.76
James R. Lenzini	E-1	15.25	\$50.00	\$762.50	\$ 1,410.63	\$315.10	\$2,488.23
William B. Raffensperger	P-6	26.75	\$34.77	\$930.10	\$ 1,720.68	\$384.36	\$3,035.14
Timothy V. Weidner	P-5	0.25	\$30.60	\$7.65	\$ 14.15	\$3.16	\$24.96
Kurtis T. Muth	P-5	4.00	\$28.08	\$112.32	\$ 207.79	\$46.42	\$366.53
Kristopher K. Pung	T-5	27.00	\$31.67	\$855.09	\$ 1,581.92	\$353.37	\$2,790.37
Kristopher K. Pung	T-5	2.50	\$32.82	\$82.05	\$ 151.79	\$33.91	\$267.75
Deborah R. Migliorini	A-3	0.50	\$15.50	\$7.75	\$ 14.34	\$3.20	\$25.29
Subtotal		100.00		\$3,917.88	\$7,248.08	\$1,619.06	\$12,785.03
Parking Lot Alternatives							
Ronald G. Naylor	E-2	5.25	\$48.86	\$256.52	\$ 474.55	\$106.00	\$837.07
James R. Lenzini	E-1	6.75	\$50.00	\$337.50	\$ 624.38	\$139.47	\$1,101.35
Robert G. Walker	E-1	31.00	\$35.43	\$1,098.33	\$ 2,031.91	\$453.88	\$3,584.13
Kurtis T. Muth	P-5	21.00	\$28.08	\$589.68	\$ 1,090.91	\$243.69	\$1,924.27
Kristopher K. Pung	T-5	1.50	\$31.67	\$47.51	\$ 87.88	\$19.63	\$155.02
Subtotal		65.50		\$2,329.53	\$4,309.63	\$962.68	\$7,601.84
Total Labor and Cost		165.50		\$6,247.41	\$11,557.71	\$2,581.74	\$20,386.87

**RESOLUTION
AUTHORIZING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT WITH THE STATE OF ILLINOIS
FOR THE PARK AND RIDE LOT AT VIRGINIA ROAD AND ILLINOIS ROUTE
31 INTERSECTION**

WHEREAS, McHenry County and the Chicago Metropolitan Agency for Planning (CMAP) have determined that there is a need to construct a park and ride lot at the intersection of Virginia Road and Illinois Route 31 which is part of the approved FY 2011 to 2015 Highway Improvement Program; and

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, an amended engineering contract with Engineering Enterprises, Inc. for the Phase II Engineering (contract plans and specifications) for the Virginia Road at Illinois Route 31 Park and Ride Lot is required; and

WHEREAS, federal funding, administered by the Illinois Department of Transportation, is in place to cover 100% of said work as a reimbursable expense to McHenry County; and

WHEREAS, the attached amended intergovernmental agreement between the State of Illinois and the County of McHenry defines the County's participation in the improvement and the estimated local share of zero for the cost of the work, 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

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 09-00370-00-PK; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to execute said agreement.

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

DATED at Woodstock, Illinois this 4th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

 Illinois Department of Transportation Local Agency Amendment # 1 for Federal Participation	Local Agency County of McHenry	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input checked="" type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 09-00370-00-PK	Fund Type: STA	ITEP Number:		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D 91-072-10	CMM-9003(483)		

This Amendment 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".

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

Type of Work	Amended Division of Cost						Total
	FHWA	%	STATE	%	LA	%	
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	88,000	(*)		()		(BAL)	88,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 88,000		\$		\$		\$ 88,000

*Maximum FHWA (STA) Participation 100% not to exceed \$88,000.00

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.

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

APPROVED

State of Illinois
Department of Transportation

Name of Official (Print or Type Name)

Gary Hannig, Secretary of Transportation Date

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

By: _____
(Delegate's Signature)

(Signature) Date

(Delegate's Name - Printed)

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

Christine M. Reed, Director of Highways/Chief Engineer Date

DUNS Number 034507868

Ellen J. Schanzle-Haskins, Chief Counsel Date

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

Matthew R. Hughes, Acting Director of Finance and Administration Date

RESOLUTION
APPROVING A SUPPLEMENTAL ENGINEERING SERVICES AGREEMENT AND
APPROPRIATING FUNDS FOR THE MAIN STREET CULVERT PROJECT

WHEREAS, McHenry County has determined that there is a need to perform improvements to the Main Street culvert crossing and drainage system as part of the approved FY 2011 to 2015 Highway Improvement Program; and

WHEREAS, the study area encompasses Main Street in the Village of Spring Grove; and

WHEREAS, the Transportation Committee of the County Board met on May 20, 2009 and the County Board approved by resolution an Engineering Services Agreement for Phase II Design Engineering utilizing County only funds to expedite the design of the project; and

WHEREAS, the work exceeded the Phase II Engineering cost causing the need to perform supplemental design engineering and coordination primarily for change of scope and delay in schedule not in the original scope of the contract in the amount of \$13,972.00 bringing the total contract value to \$69,534.98; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. for a not to exceed amount of \$13,972.00 to provide said supplemental engineering services, said agreement hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Engineering Services Agreement between McHenry County and Christopher B. Burke Engineering, Ltd. is hereby approved in the not to exceed amount of \$13,972.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of fourteen thousand dollars (\$14,000.00) from the County Option MFT Fund, OCA code 820125-4455, for said agreement; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Section 09-00368-04-DR; 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 one certified copy of this resolution to the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois this 4th day of October, 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 SUPPLEMENT NO. 1	C O N S U L T A N T	Name Christopher B. Burke Engineering, Ltd.
Township				Address 9575 W. Higgins Road, Suite 600
County McHenry				City Rosemont
Section 09-00368-04-DR				State Illinois

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 Main Street

Route _____ Length 0.16 Mi. 693 FT (Structure No. _____)

Termini Richardson Road to Lorraine Street

Description: Drainage investigation and plans, specifications, and estimates for the reconstruction of drainage system and roadway of Main Street from Richardson Road to Lorraine Street.

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, checked below, and as described in Exhibit 2:
 - 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.
- (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,

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:

Schedule for Percentages Based on Awarded Contract Cost

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

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 170 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 _____ 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:

_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

Clerk

Title _____

(Seal)

Executed by the ENGINEER:

Christopher B. Burke Engineering, Ltd.

9575 W. Higgins Road, Suite 600

ATTEST:

Rosemont, IL 60018

By _____

By 

Title Executive Administrative Assistant

Title Executive Vice President

Approved

Date
Department of Transportation

Regional Engineer

EXHIBIT 1

On Page 2 under the “**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 2 of the Agreement for the successful completion of the services. The total compensation shall not exceed \$55,562.98.
2. Remove paragraph 3 (on page 3) in its entirety.
3. Replace the last sentence in Item I above with the following:

“The total compensation shall not exceed \$69,534.98 (\$55,562.98 original contract + \$13,972.00 Supplement NO. 1).”

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 2

SCOPE OF WORK – SUPPLEMENT NO. 1 **Main Street from Richardson Road to Lorraine Street Spring Grove, Illinois**

UNDERSTANDING OF THE ASSIGNMENT

Christopher B. Burke Engineering, Ltd. (CBBEL) understands that the McHenry County Division of Transportation (MCDOT) looks to amend the original scope to accommodate additional project design effort not anticipated in the original scope. The additional effort is mostly related to the unexpected closure of the Blivin Street bridge (Project's detour route) putting Project into dormancy for a year and additional improvements requested by Spring Grove. Additional effort also includes the inclusion on Plat of Highways and utility coordination. The additional tasks are as follows.

Task 1 – 9

No change.

Task 10 – Plat of Highways and Legal Descriptions

At County's request CBBEL created a Plat of Highways and Legal Descriptions for the temporary and permanent acquisitions associated with the Project. CBBEL researched the Right-of-Way and created the plat and legal for the three takes on two parcels. MCDOT reviewed the preliminary submittal and provided comments and direction to revise the existing half ROW to 40' based on Village Ordinance. CBBEL updated the Plat, revised the Legals and provided a Pre-Final submittal. Upon MCDOT approval the Final Plat will be printed on mylar and sealed and the Legal Description provided. The ROW and Easements will be updated on the plan sheets as well.

Task 11 – Utility Coordination

At County's request CBBEL sent the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will design the underground improvements to minimize utility conflicts. Extensive coordination with the gas company is anticipated.

Task 12 – Effort Related to Project Dormancy

Due to the Blivin Street bridge closure, at MCDOT direction, this project's design went dormant for a year following the 06/18/10 Pre-Final Submittal. Many updates to the Plans, Special Provisions and Estimate are needed to bring the documents up to current standards. CBBEL will update the plan set, pay items, special provisions (Supplemental Specifications and Recurring Special Provisions, District 1 Special Provisions, BDE and GBSP), HWY Stds, SWPPP, permit applications and exhibits.

Task 13 – Design Revisions

At County's request as part of the Preliminary Submittal review, the improvement scope was revised to include removal/replacement of the entire north side sidewalk. The plan sheets, quantity calculations, cost estimate, and summary of quantities were updated.

At County's request as part of the Pre-Final Submittal review, the improvement scope was revised to include the removal/replacement of the entire south side sidewalk as an alternate bid, quantifying and estimating Spring Grove participation. The plan sheets, quantity calculations, cost estimate, and summary of quantities were updated.

As the original scope provided for a Final/Bid submittal following Pre-Final Submittal CBBEL will provide MCDOT with an additional submittal for review prior to the Final/Bid submittal.

Supplement No 1.

Client McHenry County Division of Transportation
 Firm Christopher B. Burke Engineering, Ltd.
 Route Main Street
 Section McHenry
 County McHenry
 Job No. _____
 PTB & Item _____

Cost Estimate of
 Consultant Services
 (CPFF)

Date 09/22/11
 Overhead Rate 136.60%
 Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Task 10 – Plat of Highways and Legal Descriptions	35	\$1,740.49	\$2,377.51	\$50.00	\$612.94			\$4,780.93	34.22%
Task 11 – Utility Coordination	12	\$559.39	\$764.12	\$50.00	\$281.92			\$1,575.42	11.28%
Task 12 – Effort Related to Project Dormancy	21	\$908.17	\$1,240.56		\$316.04			\$2,464.78	17.64%
Task 13 – Design Revisions	45	\$1,887.34	\$2,578.11	\$25.00	\$660.42			\$5,150.87	36.87%
TOTALS	113	\$5,095.39	\$6,960.30	\$125.00	\$1,791.32	\$0.00	\$0.00	\$13,972.00	100.00%

Client: McHenry County Division of Transportation
 Route: Main Street
 Section: McHenry
 County: McHenry
 Job No.:
 PTB/Item:

Consultant: Christopher B. Burke Engineering, Ltd.
 Date: 08/22/11
 Sheet: 1 of ###

Average Hourly Project Rates

Payroll Classification	AVG Hourly Rates	Total Project Rates			Task 10 - Plat of Highways and Legal Descriptions			Task 11 - Utility Coordination			Task 12 - Effort Related to Project Dormancy			Task 13 - Design Revisions			Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	70.00	0																	
Engineer VI	70.00	0																	
Engineer V	59.17	3	2.65%	1.57	1	2.86%	1.69												
Engineer IV	49.43	30	26.55%	13.12	2	5.71%	2.82												
Engineer III	37.80	36	31.86%	12.04															
Engineer IIII	30.00	0																	
Env. Res. Spec. V	59.23	0																	
Env. Res. Spec. IV	45.82	0																	
Env. Res. Spec. III	39.25	0																	
Env. Res. Spec. II	31.05	0																	
Env. Res. Technician	32.15	0																	
Survey V	69.36	2	1.77%	1.23	2	5.71%	3.96												
Survey IV	49.87	16	14.16%	7.06	16	45.71%	22.80												
Survey III	47.50	4	3.54%	1.68	4	11.43%	5.44												
Survey II	32.54	0																	
Survey I	27.24	0																	
Cad Manager	48.80	6	5.31%	2.58	6	17.14%	8.33												
Assl. Cad Manager	43.79	0																	
Cad II	40.99	16	14.16%	5.80	4	11.43%	4.68												
Cad I	26.17	0																	
Engineering Tech IV	46.75	0																	
Engineering Tech III	41.83	0																	
Engineering Tech II/III	23.12	0																	
GIS Specialist III	37.46	0																	
GIS Specialist I/II	18.73	0																	
Administrative	27.82	0																	
		0																	
		0																	
		0																	
TOTALS		113	100%	\$45.09	35	100%	\$49.73	12	100%	\$46.62	21	100%	\$43.25	45	100%	\$41.94	0	0%	\$0.00

N:\SPRINGGROVE\080639\Admin\080639Sup1\ScopeofWork.doc

McHenry County Division of Transportation

Project Status Update

September 21, 2011



Roadway Improvement Projects



JAMES R RAKOW ROAD

Reconstruction and widening from Ackman Road to IL 31 including multi-use path bridge over Rakow Road.

The night work done last month was a success as 26 roadway crossing were made without disrupting any daytime traffic.

The concrete base course for Stage I is now in progress for the eastbound lanes. Later this fall, traffic will be shifted to these lanes temporarily so the westbound lanes can be built.

Estimated Completion: November 30, 2012
 Contract Amount: \$26.6 million (Construction)
 \$ 3.5 million (Construction Engineering)



Follow us on Twitter @RakowRoad and the website at www.RakowRoad.com

WALKUP ROAD

Reconstruction and widen from Live Oaks through Crystal Springs. Multi-use path from Veteran's Acres to Pleasant Hill and traffic signal at Hillside, Pleasant Hill, Edgewood and Crystal Springs.

Contract Amount:
 \$6.0 million (Construction)
 \$0.8 million (Construction Engineering)



The first phase of the Walkup Road project was completed early August.

Check the project website for information regarding the next phase of construction at:

www.WalkupRoad.info



BRIDGE PROJECTS

North Union Road Bridge Replacement

Contract Amount: \$1.54 million.
 Closed on May 23, 2011. Deck pour complete. Estimated Completion: Late September 2011.

Graf Road Bridge over Lawrence Creek

Contract Amount: \$0.97 million.
 Beams set, deck pour in progress.
 Estimated Completion: Mid November 2011.

Lawrence Road Bridge over Lawrence Creek

Contract Amount: \$1.53 million.
 Stage I complete. Estimated Completion: Late October 2011.

Dunham Road Bridge over Rush Creek

Contract Amount: \$1,039,655.30
 Project postponed until Spring 2012 due to utility conflicts.

Blivin Street Bridge over Nippersink Creek

Contract Amount: \$1.81 million.
 Closed to traffic on August 8, 2011. The project was accelerated to overcome utility relocation delays. It is anticipated that the bridge will be open to traffic towards the end of December 2011 with final completion in May of 2012.



Blivin Street Bridge Demo



PROJECT SPOTLIGHT—HILL ROAD BRIDGE

The MCDOT has been working closely with the Richmond Township Road District on the Hill Road bridge over the Nippersink Creek for the last few years. This deck beam bridge was constructed in 1958 and is one of last remaining timber pile supported structures in the County. As such, the MCDOT inspects this bridge on a quarterly basis for its structural integrity. The Township has performed numerous repairs to the bridge deck beams in order to keep it open for school bus traffic and emergency vehicles. This project is being paid for using a combination of Highway Bridge Program funding from the Federal Highway Administration, Township Bridge Program funding from the State of Illinois, and County Bridge funds. It is anticipated that the project will be on the March 2012 letting for construction.



View from the Nippersink Creek of the south abutment of the Hill Road bridge which was constructed in 1958.

ENGINEERING PROJECTS

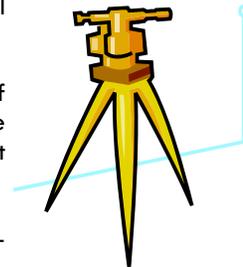
Randall Road from County Line Road to Ackman Road—Phase I
IDOT/FHWA Coordination meeting held on September 14, 2011. Late fall Public Hearing anticipated.

Alden Road State Line to Nelson Road—Phase I

Staff is reviewing draft materials submitted by the consultant in early September. Late fall 2011 Public Hearing anticipated.

Richmond Bypass—Focus the last 9 months has been on the development and analysis of numerous eastern alignments that additional detail on was requested by various resource agencies as part of the federal environmental review process. These will be discussed at the next transportation advisory group (TAG) meeting.

Virginia Road/Klasen Road at IL 31—Final plans were submitted to IDOT in early September. Land Acquisition is still ongoing and a November 2011 letting is still being targeted.



UPCOMING PUBLIC MEETINGS



- **IDOT Multi-Year Program Open House**
September 21, 2011; 3 to 6:00 PM Crystal Lake Holiday Inn
- **IL 31 from IL 176 to IL 120 Community Advisory Group Meeting #2**
September 22, 2011— 1 PM to 3 PM MCC Shah Center
- **Richmond Bypass TAG Meeting**
September 28, 2011— 3 PM Village of Richmond Village Hall
- **Algonquin Road Extension**
October 4, 2011 4 to 7:00 PM Legee Elementary School
- **Fleming Road** — TBD



PLANNING PROJECTS

Long Range 2040 Transportation Plan (Public, Transit and Document Preparation) - Est. Comp. 2012-2013. The last month was a busy time for pop-up meetings that were held all over the County to get ideas from a wide variety of individuals. Locations included an event for the MCEDC and Congressman Manzullo, the Fall Family Fest in Cary, Summer Sunset Festival in Lake in the Hills, Algonquin Farmers Market, Crystal Lake Farmers Market and the Senior Fair. Upcoming events include the Johnny Appleseed Festival in Crystal Lake, Huntley Fall Fest, and the Fox River Grove Octoberfest. See the 2040 plan website for more details on these upcoming events.

www.2040McHenryCountyPlan.org

PROJECT LETTING UPDATES

Upcoming Letting Schedule:

Virginia Road/Klasen Road — Nov. 2012
Johnsburg Road — January 2012
Miller Road — March 2012



2040 Long Range Plan Pop-Up Meeting at the Senior Fair