

**AGENDA**  
**MCHENRY COUNTY BOARD**  
**667 WARE ROAD – COUNTY BOARD ROOM**  
**WOODSTOCK, ILLINOIS**  
**TUESDAY, OCTOBER 4, 2011 – 9:00 A.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVOCATION/PERSONAL REMARKS (Bob Nowak)
4. INTRODUCTORY ROLL CALL
5. MINUTES OF PREVIOUS MEETINGS
6. CHAIRMAN'S REMARKS/REPORTS
7. SPECIAL RECOGNITION/REPORTS
8. SPECIAL PRESENTATIONS
  - 8.05 Certificate of Completion as an Emergency Management Agency for the City of Crystal Lake
  - 8.10 McHenry Community Health Center (Robert Tanner)
  - 8.15 Residential Aggregation of Electricity – David Hoover, Northern Illinois Municipal Electric Collaborative (NIMEC)
9. PLATS
10. PUBLIC COMMENT
11. NEW AND UNFINISHED BUSINESS
12. APPOINTMENTS
  - 12.05 Greenwood Drainage District
13. STANDING COMMITTEE CHAIRMAN UPDATES
14. **ROUTINE CONSENT AGENDA**
  - 14.05 RECEIPT OF STATUTORY REPORTS AND PLACED ON FILE
    - A. County Clerk
    - B. Emergency Management Agency
    - C. Public Defender
    - D. County Recorder
    - E. Sheriff's Report
    - F. Treasurer's Report
  
  - 14.10 APPROVE THE FOLLOWING RECOMMENDATIONS
    - A. BUILDING PROJECTS
    - B. FINANCE AND AUDIT
      - (05) Resolution Authorizing the Adoption of Senior Services Grant Fund Funding Allocations for Program Year 2012
      - (10) Resolution Authorizing Acceptance of an Illinois Breast and Cervical Cancer Program (IBCCP) Funding in the Amount of \$402,960 and Committing County Financial Support for FY2012
      - (15) Resolution Authorizing an Emergency Appropriation of \$40,000 from the General Fund Reserves to Restore Funding to the Breast and Cervical Cancer Program (IBCCP) for FY2011\*\*
      - (20) Resolution Authorizing a Budget Line Item Transfer in the Planning & Development Department's Fiscal Year 2011 Budget
    - C. HUMAN RESOURCES
    - D. LAW & JUSTICE
      - (05) Resolution Requesting the Establishment and Recognition of the McHenry County Citizen Corps Council
    - E. LEGISLATIVE AND INTERGOVERNMENTAL AFFAIRS
    - F. LIQUOR & LICENSE
    - G. MANAGEMENT SERVICES
      - (05) Resolution Setting the 2012 Meeting Dates for the McHenry County Board

- H. NATURAL AND ENVIRONMENTAL RESOURCES
- I. PLANNING AND DEVELOPMENT
- J. PUBLIC HEALTH AND HUMAN SERVICES
- K. TRANSPORTATION
  - (05) Resolution Approving an Early Start-up Construction Engineering Services Agreement and Appropriating Funds for the Walkup Road Project
  - (10) Resolution Approving an Engineering Services Agreement Amendment and Appropriating Funds for Walkup Road
  - (15) Resolution Approving a Right-of-Way Plat and Legal Description Preparation Services Supplement Agreement and Appropriating Funds for the Walkup Road Project
  - (20) Resolution Authorizing Approval of a Supplemental Agreement and Appropriating Funds for Traffic Signal Coordination and Timing
  - (25) Resolution Approving an Amended Engineering Services Agreement and Appropriating Funds for the Park and Ride Lot at Virginia Road and Illinois Route 31 Intersection
  - (30) 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
  - (35) Resolution Approving a Supplemental Engineering Services Agreement and Appropriating Funds for the Main Street Culvert Project

15. ORDINANCES

15.05 FOR REVIEW

15.10 FOR ACTION

16. ADMINISTRATOR'S REPORT

17. MEMBERS' COMMENTS

18. EXECUTIVE SESSION

19. OTHER BUSINESS, AS NEEDED

20. ADJOURNMENT

**\*\*All emergency appropriations require a two-thirds vote (16) of the Members of the County Board**

MCHENRY COUNTY BOARD  
MINUTES OF THE REGULAR SESSION MEETING  
SEPTEMBER 20, 2011

Chairman of the Board – Kenneth D. Koehler (District 2)

**District 1**  
Robert Bless  
Anna May Miller  
Marc Munaretto  
Robert Nowak

**District 2**  
J.S. “Scott” Breeden  
James Heisler  
Kenneth Koehler  
Donna Kurtz

**District 3**  
Mary L Donner  
Nick Provenzano  
Kathleen Bergan Schmidt  
Barbara Wheeler

**District 4**  
Sue Draffkorn  
John Hammerand  
Pete Merkel  
Sandra Fay Salgado

**District 5**  
Tina Hill  
John P Jung Jr.  
Virginia Peschke  
Paula Yensen

**District 6**  
Randall Donley  
Diane Evertsen  
Mary McCann  
Ersel C Schuster

The Honorable County Board of McHenry County, Illinois met in Regular Session on Tuesday, September 20<sup>th</sup>, 2011.

Chairman Koehler called the meeting to order at 7:00 p.m. The Pledge of Allegiance to the Flag was led by County Clerk Katherine Schultz with Members of the Board, department heads and visitors participating. Mr. Munaretto gave the invocation/personal remarks.

ROLL CALL

The roll was called by County Clerk Katherine Schultz. The following members responded: Schmidt, Schuster, Wheeler, Yensen, Bless, Breeden, Donley, Donner, Draffkorn, Evertsen, Hammerand, Heisler, Hill, Jung, Kurtz, McCann, Merkel, Miller, Munaretto, Nowak, Peschke, Provenzano, Salgado and Koehler. Parliamentarian Jamie Rein was present. Chairman Koehler declared a quorum present with twenty-four members responding.

MINUTES

Mr. Heisler made a motion seconded by Ms. Yensen to approve County Board minutes of September 6, 2011.

Chairman Koehler asked if there were any changes or corrections. Mr. Hammerand asked to make a change to his comment on page 6. The change is noted and will be done.

Noting no further discussion, Chairman Koehler asked for a voice vote, the ayes having it, he declared County Board minutes of September 6<sup>th</sup>, 2011 have passed as corrected.

CHAIRMAN'S REMARKS

Chairman Koehler thanked everyone for their well wishes for his son's wedding, it turned out to be a beautiful day and the wedding was lovely.

Chairman Koehler said in regard to the Superintendent of Schools issue, the Governor prevailed in his court case and was not forced to provide funding for this position. With all of the candidates that the County has had they did not meet the qualifications to hold the position. The Chairman said at this point all of our schools have opened on time and Lake County will continue to help us where needed. He will keep the board posted on any new developments.

Mr. Donley asked if there were any updates on Metra. Chairman Koehler said at this time there is no update.

### SPECIAL RECOGNITION/REPORTS

*7.1 Certificate of completion as an Emergency Management Agency for the Village of Fox River Grove*  
Mr. Christiansen came forward along with representatives from Fox River Grove. Mr. Christiansen said one of the duties of the EMA is to certify local agencies in their emergency management programs. Fox River Grove is the first one he has had the honor of certifying. This entails them having an Operations Plan, exercising that plan and a number of other requirements which they have accomplished. Mr. Christiansen presented the Mayor and Police Chief with a plaque for their accomplishment and thanked them for their work. Chairman Koehler noted that this is the first one and he hopes that many other communities will follow suit.

### SPECIAL PRESENTATIONS

#### *8.1 FY 2012 Budget Development Update – Peter Austin and Ralph Sarbaugh*

Mr. Austin said we are two months out from adopting the budget. He feels we are in pretty good shape having completed all of our meetings and noted we are still recognizing about a \$1.8 million dollar shortfall in our predicted revenues and expenditures. Mr. Austin said they have put money back into programs that they had to cut last year and have met commitments that they stepped away from last year in a handful of instances. As they have talked about they have made sure there is money in place for non-union employees to get a wage increase this year. Mr. Austin and Mr. Sarbaugh went over power point slides noting the things that had to be done i.e. court rooms for new judges and the Drug Court. They went on to talk about other items of note such as a Domestic Violence Court, Drug Court, Stormwater issues and the possible need to redo the Stormwater Ordinance; IT needs which are significant, and all the offices involved in criminal justice continue to have needs.

Mr. Sarbaugh said that at the last COW meeting on August 16<sup>th</sup> there was a lot of discussion around the reserve and fund balance. The reserve in governmental accounting is the difference between the assets and the liabilities. What is remaining is considered a fund balance and that fund balance is divided into two categories and in the near future with the new GASBY ruling it will be divided into many more categories. As of right now it's two: reserved fund balance which is where all of these dollars are committed already and then there is unreserved dollars which is the money that the County Board has the right to appropriate as it is not committed to any one program or function. Mr. Sarbaugh said the GFOA recommends that all government agencies have some kind of reserve, at least a minimum of two months. Back in 2002 the County Board made a policy that stated our organization would maintain a five month cash fund balance reserve. We know from past history that when we get down to three months the County Board had to issue tax anticipation warrants in order to pay its bills from March to June which cost our tax payers additional money and the knowledge that we can't run this organization with a three month reserve. Mr. Sarbaugh reminded the board that when we finished FY 2010 the General Fund unreserved fund balance was at 6.8 months. This is due to postponing projects so that we could provide services as normal and keeping ourselves from drawing down our fund balance. Mr. Sarbaugh said there have been many questions on how did the county fund balance grow for the general fund. He said it was due to the policies that the County Board has established over the last 10 years making sure that our future was going to be stable and we would have the money to operate and continue to provide services. Mr. Austin said the question now is, is it appropriate to use fund reserves and if so when. He said we don't want to tie this to an ongoing expense. It was suggested that a couple of annual debt payments be made from the fund reserve to bring down the fund reserve a little bit and we free up about \$1.8 million in our operating budget and have then balanced the budget at that point.

Mr. Sarbaugh said he and Cindy have put together all of the supplemental requests that have been submitted for the 2012 budget process. There is about \$13.695 million in new requests; for the General Fund there is \$11.469 million in requests. He and Mr. Austin are in the process of reviewing these requests and will meet with departments again and see what needs are urgent and must be met vs. something that would just be nice to have and utilize. Mr. Sarbaugh said they will call a meeting in the near future to go over all the supplemental with the County Board. Mr. Austin suggested that the chairs of the committees could meet after the County Board meeting on October 4<sup>th</sup> and whoever else would like to

stay for discussion. Mr. Austin said we won't be in a position to be able to fund a great deal of supplemental requests. There will be further discussion with the Finance Committee on the 27<sup>th</sup>.

Chairman Koehler asked if there were questions. Ms. Schuster asked what they anticipate setting the levy at. Mr. Austin said 1.5% higher than it is now, which is what we are allowed to do. In regard to the supplemental requests Ms. Schuster asked of these requests if they've gone over them to make sure that we don't have requests that should be legitimately expended (should be expenses of the current budget). Mr. Austin said when they create the supplemental list they err on the side of including it because that is a tool they show the County Board members of what the requests are. The supplemental list will be gone over carefully to see where needs can be met. Ms. Schuster said if we have a \$1.8 million dollar shortfall and we pull money out of the reserve to cover that aren't we actually taking money out of the cash reserves to run the county. Mr. Austin said if we were taking that money to commit them to expenses that are going to be ongoing then yes, but this is somewhat off the line. Ms. Schuster said payments on the debts are legitimate expenses of the obligations of the county so if you take payment from the cash reserve, next year you won't be able to do that. Mr. Sarbaugh said that you have to remember that when the County borrows money it is usually tied to a revenue stream. The revenues have been declining and those payments are not in any one departments operating budget. In the past when we were borrowing the funds we were showing steady increase in revenues and growing as an organization so the County Board never had to direct him to pull the money from a department's operating budget to cover the costs of those payments. We're now in a situation where the revenues and the new growth is stale with only a slight increase being seen but they aren't anywhere near where they were in 2006. Mr. Sarbaugh said these debt service payments, especially the last two, which were tied to general fund revenue streams, they're really now competing against the other departments operating budget and therefore the only way to really fund them if we don't look at the reserve is to say to departments that they have to come up with another \$1.8 million so they can make the payments on the last two debt issuances. He said when we were incurring the growth the budget was able to handle those payments with no issue. Ms. Schuster said she would prefer we took additional cuts in the county's expenditures rather than to be dipping into the cash reserves for these. She is concerned because this will be going on for future years as well.

Mr. Provenzano asked how much the 1.5% increase in the levy would equate to. Mr. Austin said about \$1.1 million dollars. Mr. Provenzano said then in essence we are really at \$2.9 million in shortfall if we don't increase the levy. He is also very concerned because it seems that everything is adding up to not being as fiscally conservative as prior County Boards have been in the past. If we're spending \$1.8 million out of the general fund to cover our budget he doesn't understand how this isn't ongoing expenses.

Ms. Salgado somewhat agrees. Somehow in a recession the county was able to grow their money to a 6.8 month reserve but there are needs to be addressed. She asked if there was a dollar amount we are looking at for the supplemental requests. Mr. Austin said right now they have no new dollars for supplemental. They hope to find some money to do a handful of things and there are some things that can't be avoided such as staff for the new judges. He believes they will come up with an amount in the six figure range. Mr. Austin said we are on a track to finish this year in the black so perhaps some of those dollars can be targeted to some of the supplemental needs. Ms. Salgado asked to confirm that there is a monitoring system in place for how many days we can be below or above the 5 month reserve. Mr. Sarbaugh said the policy says we are to keep at least a 150 day or 5 month fund balance. When it goes above the Finance & Audit Committee is supposed to address how that money will be spent down. If it should go below 4.5 months the Finance & Audit Committee needs to come up with a plan on how we will increase it back up to the 5 months. There is not a specific period in time stated when they have to do that. Ms. Salgado said if we remain at 6.8 months do we have to change our policy. Mr. Sarbaugh said if we were to stay true to our financial model we could start a new Public Safety building and bring it right down because those payments are built into the financial model, they've been moved to FY 2013,

when you start having those payments the fund reserve drops very steadily on its own. Ms. Salgado asked about paying on Valley Hi. Mr. Austin said that is separate from these numbers.

Ms. Donner asked how much the \$1.8 million equates to in how much the county spends in a month. Mr. Sarbaugh said right now it takes about \$7 million dollars a month to run the county so it's 1/7<sup>th</sup> of a month. Mr. Austin said we are still in a very strong position as an organization even if we use this. Ms. Donner pointed out it would only bring us down a very small amount.

Ms. Yensen said she is in agreement with Ms. Schuster and Mr. Provenzano about looking at our finances now and in the future. She asked for clarification on commitments of the past being paid if they are items such as the Convention & Visitors Bureau, Soil & Water, Cooperative Extension, EDC and IL Breast & Cervical Cancer program and are they being funded at the same level this funding cycle vs. what we have been funding them. Mr. Austin said when we made cuts last year we pulled 15% out of EDC and Convention & Visitors Bureau and we made proposed cuts to Soil & Water, Cooperative Extension and actual cuts to the Breast & Cervical Cancer program. He said what we have done, for discussion purposes, is to make whole all those groups and go back to where our contracts say we should be. Ms. Yensen said she believes that the EDC needs to be free standing and as a not-for-profit organization they need to start generating fundraising efforts to be free standing. She said if they would like to come forward and ask for request money she thinks they should submit a grant application just like every other not-for-profit organization. She believes there should be discussion about the money we give to these other organizations as well. Ms. Yensen said she questions the expense of having a lobbyist because we have some very able bodied legislators that we have good relationships with and who advocate on our behalf. Ms. Yensen noted that she does support the EDC's mission and good work but she believes they need to be economically self sufficient.

Mr. Hammerand said he agrees with Ms. Yensen, Ms. Schuster and Mr. Provenzano. He asked about the general fund outstanding debt that was listed and if any of them are callable now. Mr. Sarbaugh said yes the 2003 A and C could be callable. They are working with our bank underwriter to discuss maybe doing a defeasance and lowering the debt service payment on those two. Mr. Hammerand said he was in favor of retiring debt which is a one-time expense. Retiring either one of these would be a savings. Mr. Austin said they are in discussions about that because it is another way to free up some cash potentially in next year's budget. Mr. Hammerand said he does have a problem with just paying the interest. Mr. Hammerand noted that he feels we should work with our employees first before compensating outside agencies that should be standing on their own. Mr. Hammerand said he would like to see what we pay for memberships brought to committee.

Mr. Sarbaugh clarified that when you talk about the 1.5% on to the tax levy that is not all to the general fund. That would also be reducing the Highway Transportation funds, the TB fund, the Vet's fund etc. The \$1.1 million is hitting all of those funds not just the General Fund.

Mr. Hammerand said the economy has hit everyone and our constituents have to come up with the increased tax when we increase our levy.

Ms. Wheeler thanked Mr. Austin and Mr. Sarbaugh for delivering the tough messages. She said there needs to be a lengthy discussion with the full County Board as to whether or not we should be raising the levy as even \$8 per household can be tough on a person who has lost their job. She asked what the average is that we spend on supplemental. Mr. Austin said it's been from \$5 million down to zero the last couple of years. Mr. Austin said the question of not raising the levy has never been asked but you have to ask what it will mean in the long run.

Ms. Kurtz said she would like to see the estimates for the various concerns remaining where they've identified the two new judges etc. Mr. Austin said they will be able to put a figure on those but it's going

to come after they sit with their leaders from those different divisions and talk with them. They have preliminary figures and they hope they are larger than what is needed. Ms. Kurtz asked about the \$1.8 million in deficits being projected for 2012, if it is based on the combination of all of these new concerns on the horizon. Mr. Austin said no. Ms. Kurtz said a questions could be raised about how we feel taking cash reserves and paying for any one of these new concerns.

Ms. Schuster said she has been asking people if they would accept a minor increase in their tax bills for the county so that we can continue to provide the services that we are currently providing and to provide salary increases for elected officials and staff. Resoundingly the answer has been no. Another issue is that realtors are having sessions where they are inviting people to come in and they will help find comparables for the residents to be able to protest their taxes. The sessions are full. Ms. Schuster said when she was a township supervisor there was a policy put into place that said we don't tax our public to hand money to organizations that you may or may not agree with. She thinks that is something the county needs to consider as well.

Mr. Provenzano said we should be looking at each individual budget to find \$3.9 million dollars that we can eliminate without having to go into reserves and without asking the taxpayers for more money.

Noting no further discussion, Chairman Koehler thanked Mr. Austin and Mr. Sarbaugh for their presentation.

#### ZBA CONSENT AGENDA

Chairman Koehler asked if anyone wished to remove a petition noting that Petitions #10-29, #10-32 and #10-37 will be taken separately.

Ms. Hill made a motion seconded by Mr. Merkel to approve the following Petitions:

Exb #11-26; Dorr Twp; Philip Hellyer; reclass B1V-B1V

Exb #11-31; Riley Twp; A R Land Co/Peter Baker & Son Co; reclass A1C-A1C (renewal)

Exb #11-33; Nunda Twp; MMR Holdings, LLC; reclass I1-I1V

Chairman Koehler asked for a roll call vote. The following members responded aye: Schmidt, Schuster, Wheeler, Yensen, Bless, Breeden, Donner, Draffkorn, Evertsen, Hammerand, Heisler, Hill, Jung, Kurtz, McCann, Merkel, Miller, Munaretto, Nowak, Peschke, Provenzano, Salgado and Koehler. Absent: Donley. The vote being twenty-three (23) ayes noting one (1) absent, Chairman Koehler declared the motion to approve the above-named petitions has passed.

Ms. Hill made a motion seconded by Ms. Miller to approve the following Petition noting that this came with no recommendation from the ZBA:

Exb #10-29; Dunham Twp; Edmonds Trust; reclass B1-B3C (objection filed by Dunham Twp)

Chairman Koehler asked for any discussion. Ms. McCann said this is a small piece of property and one acre of B1 zoning will probably never go back to A1 zoning. The use in our current ordinance says that this would need to be B3. Going through the UDO process Camiros has talked to us about there being very little difference between B1 and B3. She noted that this property has been cleaned up and is in favor of this petition. Ms. Evertsen said she is opposed to this as this should be a business contiguous to a municipality where infrastructure is already in place. Other board members agreed. Of note was that Dunham Twp did file an objection to this petition. It was noted that the B1 zoning won't change and there are conditions that must be followed and the criteria has been met.

Chairman Koehler asked for a roll call vote noting that 13 yes votes would be needed to pass this. The following members responded aye: Schmidt, Wheeler, Yensen, Bless, Donner, Draffkorn, Hill, McCann, Merkel, Miller, Munaretto, Nowak, Provenzano, Salgado and Koehler. Nay: Schuster, Breeden,

Donley, Evertsen, Hammerand, Heisler, Jung, Kurtz and Peschke. The vote being fifteen (15) ayes and nine (9) nays, the Chairman declared the **motion to approve Exb. #10-29 has passed.**

Ms. Hill made a motion seconded by Ms. McCann to approve the following Petition noting that this came with no recommendation from the ZBA:

#10-32; Dorr Twp; Erich/Terry Utech; A1-A1C

Chairman Koehler asked for any discussion, noting none he asked for a roll call vote. The following members responded aye: Bless, Donley, Donner, Hill, Jung, Merkel, Miller, Munaretto and Provenzano. Nay: Schmidt, Schuster, Wheeler, Yensen, Breeden, Draffkorn, Evertsen, Hammerand, Heisler, Kurtz, McCann, Nowak, Peschke, Salgado and Koehler. The vote being nine (9) ayes and fifteen (15) nays, the Chairman declared the **motion to approve Exb #10-32 has been denied.**

Ms. Hill made a motion seconded by Ms. Miller to approve the following Petition noting that this came with no recommendation from the ZBA:

Exb #10-37; Nunda Twp; Clow Trust; reclass A1C-A1CV

Chairman Koehler asked for any discussion. It was noted that this will need 18 yes votes to pass because the CUP came with a variance. Ms. Schmidt commented that she visited the property and didn't feel that this business was hurting the aquifer which has been a concern and didn't believe the sign would be an issue as this food pantry is run by appointment only. Ms. Salgado agreed adding that there is an obvious need for this service and felt that the conditions that have been placed are good. Ms. Donner talked about consistencies and feels that the CUP should be for 5 years not 10 and offered the following change.

Ms. Donner made a **motion** seconded by Ms. Yensen **to amend Condition #1 from ten (10) years to five (5) years.**

Chairman Koehler asked for any discussion on the motion to amend. Mr. Hammerand said when he talked to the applicant his concern is what would happen if this property got sold and they changed the use. Ms. Wheeler said it should be up to the property owner on what they want to do on the property and she is against this amendment. Ms. Kurtz reminded members that a comment was made by one of the ZBA members that if this food pantry is very successful there are going to be some significant traffic problems as this location is not suited for a high traffic area.

Noting no further discussion, the Chairman asked for a voice vote on the motion to amend. The voice vote being too close to call he asked for a roll call vote on the motion to amend. The following members responded aye: Schuster, Yensen, Donner, Evertsen, Hammerand, Heisler, Hill, Jung, Kurtz, Merkel, Peschke and Salgado. Nay: Schmidt, Wheeler, Bless, Breeden, Donley, Draffkorn, McCann, Miller, Munaretto, Nowak, Provenzano and Koehler. The vote being twelve (12) ayes and twelve (12) nays, the Chairman declared the **motion to amend Condition #1 to five (5) years has failed.**

Chairman Koehler asked for any further discussion on the main to motion to approve #10-37.

Mr. Kelly of the ZBA noted that the variance request requires a  $\frac{3}{4}$  vote of the County Board, it would be possible to vote on the CUP separately if the board wants to as that only requires a majority vote.

Mr. Sandquist said if the board splits this up they should vote on the Variance first because if that doesn't pass, he would recommend an additional stipulation on the CUP that the petitioner has to through an alternative method acquire the extra four feet of driveway that is needed otherwise they wouldn't be able to move forward with the CUP as they wouldn't be able to meet the access requirements.

Ms. Peschke commented that this is difficult because there is a need but this is about a zoning petition not a need. She feels that once a sign is put up people will come from all over and that could be a traffic problem as this is an estate/residential area. Also of note is that Island Lake and some neighbors are

opposed to this. Some board members agreed but pointed out that the ZBA seemed to base their decision on the what-ifs with this petition and found no problem with this request.

Ms. Donner made a **motion** seconded by Mr. Hammerand to **add Condition #10 that Faith Acres Foundation provide their 990 tax forms to the County on an annual basis showing that they continue to be a not-for-profit organization to prove compliance.**

Chairman Koehler asked for any discussion on the motion for receipt of 990 tax forms. Noting no discussion, the Chairman asked for a voice vote, the nays having it he declared the **motion to approve receipt of 990 tax forms has failed.**

Chairman Koehler asked for any further discussion on the main motion. Chairman Koehler said he has driven on Dowell Road many times and it is a dangerous intersection. This road is a combination of Island Lake and County jurisdiction. Today he drove down there to observe and he talked with an Island Lake police officer who happened to be in the area doing his job. The officer told him there isn't a tremendous amount of traffic on that road. Mr. Donley said he is in support of this and said the petitioners should have asked for AG Tourism zoning then this board would have let them do what they wanted. Ms. Schuster said she is opposed to this for the same reason.

Chairman Koehler asked for a hand count if anyone wished to split the vote to separate the CUP from the Variance. The majority saying no the vote will be done on both items together.

Mr. Hammerand asked how P&D will enforce Condition #3, distribution of household goods and food pantry. Mr. Sandquist said they will do their annual CUP inspection. If the property is sold any other food pantry could operate. Mr. Hammerand asked if this CUP could be tied to this property owner.

Mr. Hammerand made a **motion** seconded by Ms. Evertsen to **add a Condition #10 that this CUP will be limited to the Petitioner, Clow Trust.**

Chairman Koehler asked for any discussion on the motion to add a Condition #10 as noted above. Noting none, the Chairman asked for a voice vote, the nays having it the motion **to add a Condition #10 that this CUP will be limited to the Petitioner, Clow Trust has failed.**

Noting no further discussion, Chairman Koehler asked for a roll call vote to approve Petition #10-37 noting that eighteen (18) yes votes are needed to pass. The following members responded aye: Schmidt, Wheeler, Yensen, Bless, Breeden, Donley, Donner, Draffkorn, Hammerand, Heisler, Hill, Jung, McCann, Merkel, Miller, Munaretto, Nowak, Provenzano, Salgado and Koehler. Nay: Schuster, Evertsen, Kurtz and Peschke. The vote being twenty (20) ayes and four (4) nays, the Chairman declared the **motion to approve Petition #10-37 has passed.**

PLATS  
None

#### PUBLIC COMMENT

Chairman Koehler explained the rules of Public Comment. The following people spoke:

Amanda Geyer of McHenry	regarding/for	Petition #10-37/Clow Tr.
Jerry Marzullo of Chicago	regarding/for	wage increase for Circuit Clerks
Patty Boyd of McHenry	regarding/for	wage increase for Circuit Clerks
Jodie Clow of McHenry	regarding/for	Petition #10-37/Clow Tr.
Joe Kersten of Woodstock	regarding	McHenry Co Vet. Asst Comm.
Valerie Ebel of Union	regarding/for	wage increase for Circuit Clerks
Theresa Pigoni of Woodstock	regarding/for	wage increase for Circuit Clerks

Public Comment continued:

Katte O'Brien of Wonder Lake regarding/for wage increase for Circuit Clerks

Noting no others wishing to speak, Chairman Koehler closed public comment.

NEW AND UNFINISHED BUSINESS

None

APPOINTMENTS

None

STANDING COMMITTEE CHAIRMAN UPDATES

None

ROUTINE CONSENT AGENDA

Chairman Koehler asked if any one wished to remove an item from the Consent Agenda. Ms. Donner removed item #15.2 K3; Ms. Schuster removed #15.2 B3 and #15.2 I1

Ms. McCann made a motion seconded by Ms. Donner to approve the Routine Consent Agenda with three items removed.

Chairman Koehler asked for a roll call vote. The following members responded aye: Schmidt, Schuster, Wheeler, Yensen, Bless, Breeden, Donley, Donner, Draffkorn, Evertsen, Hammerand, Heisler, Hill, Jung, Kurtz, McCann, Merkel, Miller, Munaretto, Nowak, Provenzano, Salgado and Koehler. Absent: Peschke. The vote being twenty-three (23) ayes noting one (1) absent the Chairman declared the motion to approve the Routine Consent Agenda with three items removed has been passed.

*15.2 B(3) Resolution to Approve entering into a contract with Mullins & Lonergan Associates for the preparation of an analysis of impediments to Fair Housing Choice*

Mr. Breeden made a motion seconded by Ms. Donner to approve the above-named Resolution.

Chairman Koehler asked for any discussion. Ms. Schuster said she is against this. There was a Wall Street Journal report yesterday that talks about some of things that are happening; it's called Social Engineering in Suburbia. She hopes everyone will take a look at this article. She said grants have added costs and good conservatives are going to need to look at what we are doing to ourselves. Ms. Wheeler asked if staff had dollar amounts as to how much something like this actually costs the county. Mr. Sandquist responded that funding for this project is coming from Home Administration funds and the vast majority of the staff time would be from the Community Development staff which is 100% grant funded also.

Noting no further discussion, Chairman Koehler asked for a roll call vote. The following members responded aye: Schmidt, Wheeler, Yensen, Bless, Breeden, Donner, Draffkorn, Hill, Jung, McCann, Merkel, Miller, Munaretto, Nowak, Salgado and Koehler. Nay: Schuster, Donley, Evertsen, Hammerand, Heisler, Kurtz and Provenzano. The vote being sixteen (16) ayes and seven (7) nays, the Chairman declared the motion to approve #15.2 B(3) has passed.

*15.2 I(1) Resolution Authorizing a contract for Brownfields Assessment Services with URS Corporation*  
Ms. Hill made a motion seconded by Ms. Donner to approve the above-named Resolution.

Chairman Koehler asked for any discussion. Ms. Schuster said although she doesn't have a problem with the concept if we are taking care of the rural areas where we are intended to be addressing these

issues. She does have a problem that we are County and the majority of this work will be done for municipalities.

Noting no further discussion, the Chairman asked for a roll call vote. The following members responded aye: Schmidt, Wheeler, Yensen, Bless, Breeden, Donley, Donner, Draffkorn, Evertsen, Hammerand, Heisler, Hill, Jung, Kurtz, McCann, Merkel, Miller, Munaretto, Nowak, Provenzano, Salgado and Koehler. Nay: Schuster. Absent: Peschke. The vote being twenty-two (22) ayes and one (1) nay noting one (1) absent, the Chairman declared the motion to approve #15.2 I(1) has passed.

15.2 K(3) *Resolution Amending an Intergovernmental Agreement Amendment between McHenry County and PACE Suburban Bus to modify registration procedures for coordinated transportation services*  
Ms. Miller made a motion seconded by Ms. Salgado to approve the above-named Resolution.

Chairman Koehler asked for any discussion. Ms. Donner asked to Abstain from the vote as she works for PACE. Ms. Ersel asked what the reason is for the change. Mr. Osborn said it was very cumbersome for people to call the PACE dial-a-ride only to be told to call the County to register and then the information had to be processed and transmitted to PACE who then re-entered that information into a data base. PACE asked the County to give them at least five days to process the information provided. Ideally when the person called to schedule a ride then their information would be in the system. What they decided is that they have good information on 1,700 individuals but moving forward it would be much easier for people to call PACE, give them their name, birth date and trip purpose. This should be adequate for most grant purposes moving forward. It makes it easier for the rider to schedule a trip. Mr. Osborn said they do have funding from the Senior Services grant for the portion of services being provided but their contract with PACE is for general public. Ms. Schuster said at a town hall meeting held by Senator Althoff and Rep. Franks, Adam Metz from Richmond Twp spoke up about putting together a service for three townships, she wondered why other entities are getting their own bus services. Ms. Donner said a few months ago Rep. Franks had a meeting with a number of the supervisors in the area in his district with members of PACE to see how we could improve transit in the county. The McRide Program takes care of a great number of people who live in more urban areas but there is a large sector of the northern corridor that does not get the same kind of transit. Richmond Twp has offered to spearhead and lead a program that would provide some service from Hebron to Richmond and Richmond Twp to Spring Grove on down to the Fox Lake Metra and PACE is working with them. This is still in the beginning stages of negotiation on being able to provide this service. The thought at PACE is that if we can provide them with a bus and a driver they are better able to take care of their constituents than we would be as a large provider. Ms. Miller commented said this amendment today is to just streamline the process to make it easier for residents.

Noting no further discussion, Chairman Koehler asked for a roll call vote. The following members responded aye: Schmidt, Wheeler, Yensen, Bless, Breeden, Draffkorn, Evertsen, Hammerand, Heisler, Jung, Kurtz, McCann, Merkel, Miller, Munaretto, Nowak, Provenzano, Salgado and Koehler. Nay: Schuster and Donley. Abstain: Donner. Absent: Hill and Peschke. The vote being nineteen (19) ayes and two (2) nays noting one (1) abstention and two (2) absent the Chairman declared the motion to approve #15.2 K3 has passed.

#### ORDINANCES

None

#### ADMINISTRATOR'S REPORT

Mr. Austin said he provided a written report as well as e-mailed a report from this evening. He pointed out that they are trying with the Legislative Committee to get a more formal state legislative program together and take our first crack at reviewing some potential legislative items at the next

Legislative Committee meeting on the October 13<sup>th</sup>. He has put the word out to elected officials and department heads and is asking the board to think about issues and if you think there are things at the state level that need adjustment at the state level please let him, Adam or Legislative Committee members know. Mr. Austin said besides the budget another big issue going on in Administration that Mr. Sarbaugh and his staff are working on which is the automation of the time keeping process, ADP, for payroll. The County will be running parallel testing in the next payroll and then go live thereafter. This will give us tools to keep track of the most expensive thing we do and that is pay people. Mr. Austin asked Dan Wallis to tell the board what is going on with the courts.

Mr. Wallis said two weeks ago he and Mr. Block did a presentation on the Drug Court and the implementation. On Monday they received word from Senator Durbin's office followed up by the official word from the Bureau of Justice Assistance that the 22<sup>nd</sup> Judicial Circuit will be receiving a \$305,000 implementation grant. He said the Drug Court will be up and running in December. He publicly thanked Scott Block as he was the principal writer of the grant and it was a job well done.

#### MEMBERS' COMMENTS

Ms. Wheeler said earlier she talked about the budget presentation that was given. She said to Mr. Breeden and his committee that she thinks we're getting to a point where we/staff are making a lot of assumptions because we're not all in Finance and we don't go to the meetings. She said she would like to see more of a leadership coming from committee because we're getting to a point where these are decisions that have to be made by us as policy makers and the discussion really taken away from staff. She said there is a difference in philosophy of what is happening and she doesn't think the staff should be making those decisions and then come back before the full board and then disagree about why assumptions were made.

Ms. Evertsen said we have a children's violin group called Four Strings Attach who will be doing a volunteer presentation at Valley Hi on October 16<sup>th</sup> at 3 p.m. The children in this group are from ages 7 -17 years old and they will do a one hour program for the residents. She encouraged board members to attend.

Mr. Merkel said this evening some of our clerks spoke during public comment on salary issues. There are four different bargaining groups the County will be dealing with in negotiations. He would like to get an idea of where we are at in those negotiations and what ranges we are looking at as that is the big impact in the budget. When we talk about cuts to save money, this is where our largest expense is. Mr. Austin said in the budget process they don't budget more for union employees they budget the same amount. If we don't do something for the non-union employees we still have to anticipate some increase for the union employees. Mr. Austin said they will be talking more with the HR Committee.

Ms. McCann said she went to the Valley Hi picnic and she noted the positive changes in the feeling of the residents and how happy they are with everything.

Ms. Schmidt commented on Faith Acres that she was impressed with what she saw there. She feels it would be a good model for other people to follow by using appointments to keep things in order and they are treating the people with dignity.

#### EXECUTIVE SESSION

Chairman Koehler said there is a need to go into executive session to discuss probable or imminent litigation.

Mr. Provenzano made a motion seconded by Ms. Yensen to go into executive session.

Chairman Koehler asked for a roll call vote. The following members responded aye: Schmidt, Schuster, Wheeler, Yensen, Bless, Breeden, Donner, Draffkorn, Evertsen, Hammerand, Heisler, Jung, Kurtz,

McHenry County Board Regular Session  
Tuesday September 20, 2011  
Page: 11

McCann, Merkel, Miller, Munaretto, Nowak, Provenzano, Salgado and Koehler. Absent: Donley, Hill and Peschke. The vote being twenty-one (21) ayes, Chairman Koehler declared the motion passed.

Ms. Donner made a motion seconded by Mr. Jung to return to Regular Session

Chairman Koehler asked for a roll call vote. The following members responded aye: Schmidt, Schuster, Wheeler, Yensen, Bless, Breeden, Donner, Draffkorn, Evertsen, Hammerand, Heisler, Jung, Kurtz, McCann, Merkel, Miller, Provenzano, Salgado and Koehler. Absent: Donley, Hill, Munaretto, Nowak and Peschke. Chairman Koehler declared the motion passed with nineteen (19) members responding.

Chairman Koehler said no action was taken in executive session.

ADJOURNMENT

Ms. Donner made a motion seconded by Mr. Breeden to adjourn at 10:20 p.m. Chairman Koehler declared the motion passed on a unanimous voice vote.

Dated and approved at Woodstock, Illinois this 4<sup>th</sup> day of October, A.D., 2011.

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Kenneth D Koehler, Chairman  
McHenry County Board

ATTEST:

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Katherine C. Schultz, County Clerk

## APPOINTMENTS

TUESDAY, OCTOBER 4, 2011

\* \* \* \* \*  
APPOINTMENT BY COUNTY BOARD CHAIRMAN  
\* \* \* \* \*

**BE IT RESOLVED**, BY THE McHENRY COUNTY BOARD THAT THE FOLLOWING APPOINTMENTS BE AND ARE HEREBY ADOPTED:

	<u>Expiration Date</u>
12.05 <u>GREENWOOD DRAINAGE DISTRICT</u> Keith Weingart	09/01/2014

**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

**RESOLUTION**

**AUTHORIZING THE ADOPTION OF SENIOR SERVICES GRANT FUND  
FUNDING ALLOCATIONS FOR PROGRAM YEAR 2012**

**WHEREAS**, the County Board of The County of McHenry, Illinois, did find and determine that there were insufficient funds available for the provision of social services for senior citizens and found and determined that the need existed for the levy and collection of a tax not to exceed .025% of the value as equalized or assessed by the Department of Revenue of all taxable property in the County for said purpose of the County; and

**WHEREAS**, a referendum was submitted to the voters of the County in accordance with the general election law at the consolidated election held on the 1<sup>st</sup> day of April, 2003 and such referendum was approved by the voters of the County; and

**WHEREAS**, with Resolution R-200410-23-296, the County Board created the McHenry County Senior Services Grant Commission (Commission) to evaluate proposed projects and make recommendations to the Public Health and Human Services Committee (Committee) and the County Board for the use of Senior Services Grant funds; and

**WHEREAS**, the County did solicit proposals for social services and transportation projects from eligible units of local government and from not for profit corporations to further the public health and welfare of senior citizens in the County; and

**WHEREAS**, after public hearings and due deliberation by the Commission, and with the approval of the Committee, the following funding recommendations to be funded by the Senior Services Grant Fund (Dept. 23 OCA 230001 Obj. 4423) in which sufficient funds have been appropriated and are hereby submitted for approval by the County Board of the County of McHenry, Illinois:

**PROJECTS**

Village of Hebron – Senior Bus Program	\$ 6,630
McHenry County Division of Transportation	
Coordinated Senior Transportation Services	80,000
Nunda Township Road District – Senior Bus	15,000
Richmond Township – Richmond Township Senior Transportation	47,000
City of Harvard – Harvard Senior Center Citizens Program	17,000
Faith in Action of McHenry County – Volunteer Services Program	105,000
Family Alliance Inc. – Organizational Capacity Building: REACH /Recovery Program	285,000
Family Alliance Inc. – Dementia-Specific Services Program	347,000
Family Services & Community Mental Health Center	
Senior-Focused Substance Abuse Services Program	30,000
McHenry County Housing Authority – Senior Dental Program	30,000
Pioneer Center for Human Services – Senior Care Residential Program	128,370
Pioneer Center for Human Services – SOAR Vocational Program	60,000
Prairie State Legal Services Inc. – Senior Citizens Legal Services Project	80,000

Riley Township – Marengo/Riley Seniors Program	4,000
Salvation Army Golden Diners – Nutritional Meals for Seniors	70,000
Senior Services Associates Inc. – Community Senior Services and Resource Center	170,000
Senior Services Associates Inc. – Case Coordination Unit	<u>300,000</u>
<b>TOTAL:</b>	<b>\$1,775,000</b>

**NOW, THEREFORE BE IT RESOLVED**, by this County Board of The County of McHenry, that the County Board Chairman is hereby authorized to enter into agreements with the above listed units of local government and not for profit organizations for the above cited projects effective December 1, 2011 in the amounts as noted above from the Senior Services Grant Fund; and

**BE IT FURTHER RESOLVED**, that said agreements with the above listed units of local government and not for profit organizations for the above cited projects in the amounts as noted be attached herewith and be made a part hereof upon execution; and

**BE IT FURTHER RESOLVED**, that disbursements from the Senior Services Grant funds shall be in accordance with the terms and conditions as provided for under the agreements entered into with the above listed units of local government and not for profit organizations; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the County Administrator, Deputy County Administrator, Associate County Administrator-Finance, County Auditor and the County Treasurer.

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

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KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

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KATHERINE C. SCHULTZ  
McHenry County Clerk



To: Public Health and Human Services Committee  
Finance and Audit Committee

From: John W. Labaj, Deputy County Administrator

Date: September 7, 2011

Re: Senior Service Grant Commission Recommendations

**Board/Committee Action Requested**

Approval of the Senior Service Grant Committee recommendations by the McHenry County Board.

**Background**

McHenry County has established a tax rate levy not to exceed .025% for the provision of providing social services for senior citizens as applicable under Illinois State Statutes 55 ILCS 5/5-1034, 5/5-1005(19) and 5/5-1091. In order to provide for the effective and efficient allocation of collected funds, the McHenry County Board has established the Senior Services Grant Commission as a sub-committee of the Public Health and Human Services Committee to advise the Committee on programs and projects for funding. The Senior Services Grant Commission has recommended the following programs/projects to be funded in fiscal year 2012.

**Discussion**

The following programs/projects and related funding levels have been recommended to be funded from the Senior Services Grant Fund during fiscal year 2012:

**Village of Hebron – Senior Bus Program - \$6,630**

The Village of Hebron will contract with Alden Hebron District #19 for a bus, driver, insurance and fuel to provide weekly transportation services to Village seniors. The Village does not receive transit benefits from the normal service providers due to its location in the County. The Program, which has operated over the past eleven years, is an important lifeline to Village senior for medical, shopping and social needs.

**McHenry County Division of Transportation – Coordinated Senior Transportation Services - \$80,000**

The Coordinate Senior Transportation Services Program is an undertaking designed to coordinate various municipal dial-a-ride and other units of government transportation programs to benefit

senior citizen mobility throughout the County. The Pilot Program began operation between the cities of Crystal Lake, McHenry, and Woodstock and between McHenry, Dorr and Greenwood Townships. The service commenced in February 2010. The overlay of service enables travel between the communities as well as to and from the Valley Hi Nursing Home and the Fox Lake Metra Station. The service accommodate all trip purposes for seniors throughout the service area which includes three hospitals, medical treatment facilities, the County government center, Senior Service Centers, and many of the County's social and commercial centers. Funds will be used for contractual services with PACE and for fund McHenry Township's senior bus service with is integrated into the Pilot. An estimated 1,400 to 1,500 trips will be provided to seniors monthly.

Nunda Township Road District - Senior Bus Program - \$15,000

Funds will be used to support personnel and fuel costs for the Nunda Township senior bus service which operates five days a week. Seniors in the township use the services for doctor appointments, kidney dialysis, shopping and other life activities. Funds will be used for vehicle driver, repair and maintenance and fuel costs.

Richmond Township - Senior Transportation Program - \$47,000

Richmond Township provides transportation services to the elderly for transport to doctor's appointment, shopping and life activities. The buses generally operate five days per week, tailoring the various rides to senior's transportation needs. Fund will be used for vehicle drivers, repair and maintenance and fuel costs.

City of Harvard – Harvard Senior Citizens Center Program - \$17,000

The City of Harvard recently completed a successful fund raising campaign to construct a new senior center/food pantry. With the anticipation of opening the new building, the volunteers that helped make the physical building possible, are not focused on offering professional programming for the senior who will be using the facility. Funds will be used to contract with Senior Services Associates to provide nutrition programs, educational enrichment opportunities, basic health screening, connection to other support agencies and social gathering opportunities to entertain and improve the general welfare of the City's senior population. Funds will also be used to purchase furnishings and supplies to equip the new center.

Faith in Action of McHenry County -Volunteer Services Program - \$105,000

Faith in Action assists seniors through volunteers at no cost services to remain in their homes. Services include, but are not limited to, respite care, yard maintenance, minor home repairs, shopping/errands and durable medical equipment loans. Funds will be allocated for personnel, supplies and overhead which are needed to provide the organizational infrastructure for the program's volunteers.

Family Alliance, Inc. - Organizational Capacity Building Program: REACH/Recovery Program - \$285,000

The REACH (Renew, Enhance, Adapt, Connect and Heal) program is designed to meet the changing needs of seniors who are in need of some form of assistance (physical, mental, emotional, etc.). Participants are offered a wide variety of activities and opportunities for socialization, reconnecting with their peers and becoming an active member in their community. Rather than returning to a sedentary of isolated lifestyle that may have contributed to the seniors'

mental health issues, clients are encouraged to remain active community members both during and after the program which prevents unnecessary institutionalization. Funds will be used to provide for staff salaries, client meals and transportation services

Family Alliance Inc. – Dementia-Specific Services Program – \$347,000

Family Alliance operates the Dementia Specific Services Program which enables seniors to remain in their own homes for a prolonged period of time. Dementia specifies services include: in-home comprehensive geriatric assessment; education for clients and their caregivers, linkage to community services and agency referrals; respite and support for caregiver' and dementia specific day programming. The day program provides clients with daily activities based on their choice and ability, treatment option for their mental situation and valuable socialization with fellow clients and staff. It is estimated that 8,575 days of client services will be provided under the Program. Funds will be used for staff salaries, transportation, and client meals.

Family Services & Community Mental Health Center for McHenry County

Senior-Focused Substance Abuse Services Program - \$30,000

Family Services has developed the Older Adult Substance Abuse program to address the continued rise in prescription drug abuse and alcoholism among the senior population. The Program's goal is to reduce and educate the senior population regarding substance abuse and the impact that it has on the family and the community as a whole. Actions will include education for seniors on the proper use of prescribed medication, community education on the topic of older adult substance abuse, treatment that is supportive and non-confrontational, and a focus on the development of healthy social support networks for seniors. Funds will be used for salaries, administrative overhead and supplies.

McHenry County Housing Authority – Senior Dental Program - \$30,000

The Senior Dental Program is designed to address the needs of low income senior that may not have access dental care due to financial considerations. Eligible senior at 200% of poverty level are provided with vouchers to allow them to access dental services from their own dentist. The McHenry County Housing Authority works with area dentist to receive a discount on the price of their services for the program. Area dentist are responsive to the program due to the payment of services on a timely basis. Funds will be used for vouchers and salaries to administer the program.

Pioneer Center of McHenry County- SOAR Vocational Program - \$60,000

Pioneer Center serves the needs of adults and children with mental illnesses and developmental or related disabilities. The vocational services staff of the agency's vocational rehabilitation program noticed the aging clients were having difficulty working throughout the day, thereby creating the need for elder specific programming. The Senior Care Vocational program provides clients with an opportunity to transition into a part-time work schedule or retirement. Funds will be used for salaries and benefits and overhead expenses.

Pioneer Center of McHenry County - Senior Care Residential Program - \$128,370

Pioneer Center provides housing services through group homes and other supported living arrangements for persons with development disabilities. Staff noticed the aging group home residents were having more difficulties maintaining independence in a group home setting. To address this issue, two group homes, Manke and Schroeder were turned into elder specific facilities with a focus on admitting or transferring senior clients into these two facilities. The conversion of these two facilities into elder specific group homes requires increased healthcare services. Funds will be utilized for staff salaries and transportation costs for staff.

Prairie State Legal Services, Inc.

McHenry County Senior Citizens Legal Services Project - \$80,000

Prairie State Legal Services, Inc., the civil legal aid program for McHenry County, will use program funds for its full-time attorney and administrative overhead to staff its Woodstock office. This attorney's practice is entirely devoted to representation of low-income senior McHenry County residents. Outreach to isolated and vulnerable seniors to enable them to access legal help; direct legal advice, representation and legal education are the projects goals. The project will direct its efforts to cases for which representation is not available through the private bar and which affect critical and basic needs of clients.

Riley Township – Marengo/Riley Seniors program - \$4,000

Riley Township has entered into a joint Agreement with Marengo Township for Senior Services Associates, Inc. to provide program and services to area seniors. The trip for Marengo/Riley seniors to access senior services in Crystal Lake is too far a distance to drive. Therefore, Senior Service Associates is providing Marengo and Riley townships with monthly agency health screening, intake and assessment for home health care, speakers for monthly events and monthly activities on site. Funds will be used to contract with Senior Services Associates and related supplies to organize events.

The Salvation Army Golden Diners - Nutritious Meals for Seniors - \$70,000

The Salvation Army Golden Diners Nutrition Program provides seniors with low cost and nutritionally sound hot meals. The program provides better health through nutrition while also providing opportunities to combat isolation and loneliness thereby allowing seniors to live their remaining years with dignity. Golden Diners asks for a donation of \$2.75 per meal, though no senior is denied a meal for lack of ability or willingness to make a donation toward the cost of the meal. Senior Services Grant funds will be used for supplies, food and transportation.

Senior Services Associates, Inc. - Case Coordination Unit - \$300,000

Senior Services Associates Inc.'s core services are provided under this Program. This includes assistance to access to public benefits, other resources needed to remain financially stable, receiving services to remain living independently at home, protection from elder abuse at home as well as in a nursing home, and providing support to senior caregivers. The services include: case management, elder abuse and nursing home ombudsman, caregiver assistance and outreach. As a "one stop shop" for services for older adults, Senior Services is expected to have expert answers to a broad range of inquiries. As an example, the agency assistance over 4,790 McHenry County seniors with advice on available services and provided assistance in filling application for public benefits. Funds will be used for salaries, rent, utilities, transportation for seniors and client care services.

**Senior Services Associates, Inc. - Senior Resource Center - \$170,000**

Senior Service Associates, Inc. provides information and assistance, case management, elder abuse investigations, nursing home pre-screenings and deinstitutionalization, caregiver assistance, respite, and senior outreach in McHenry County to insure that seniors in the County receive the best care possible and are deterred from institutionalization for as long as possible.

The Agency operates senior resource centers in McHenry Township and the City of Crystal Lake. Senior Center program elements include: health and wellness programs, exercise programs, educational programs, holiday programs, intergenerational programs, computer programs, games and trips, volunteer recruitment and referral, fall prevention and other evidence based health programs. Marengo, Riley, Burton and Door Townships along with the cities of Harvard and Woodstock are working with Senior Services in the planning and implementing senior centers or activity programs in these communities. Funds will be used for salaries, rent, transportation and supplies.

**No Funding Recommendation**

The Commission did not recommend funding for the following Programs:

McHenry County Housing Authority - Senior Rehabilitation Program - \$50,000

Northern Illinois Food Bank – Senior Food Box Program - \$47,551

Village of Cary – Kraus Senior Center Access Upgrade - \$16,000

Village of Lake in the Hills – Senior Serenity Wednesdays - \$2,300

**Impact on Human Resources:**

No impact on County Human Resources.

**Impact on Budget (Revenue, Expenses, Fringe Benefits):**

The proposed County FY ‘11-‘12 budget has revenue under the Senior Services Grant Fund in the amount of \$1,775,000 budgeted for contractual services. Sufficient funds are available for funding the above noted programs/projects.

**Impact on Capital Expenditures:**

No impact on County capital expenditures.

**Impact on Physical Space:**

No impact on County physical space.

**Impact on Other County Departments or Outside Agencies:**

Substantial beneficial provided to other units of government and not for profit agencies in the County that provide services to the senior population.

**Conformity to Board Ordinances and Policies:**

The allocations adhere to County Board policy of providing transportation and social services for the County’s senior population based on recommendations provided by the Senior Service Grant Commission.

**Attachments/Appendices:**

Resolution attached

**RESOLUTION**  
**AUTHORIZING ACCEPTANCE OF AN ILLINOIS BREAST AND CERVICAL**  
**CANCER PROGRAM (IBCCP) FUNDING IN THE AMOUNT OF \$402,960 AND**  
**COMMITTING COUNTY FINANCIAL SUPPORT FOR FY 2012**

**WHEREAS**, one in eight women will develop breast cancer in their lifetimes and one in thirty-one will die from breast cancer; and

**WHEREAS**, breast cancer is the leading cancer and cervical cancer is the ninth leading cancer site among women in McHenry County; and

**WHEREAS**, the earlier breast and cervical cancers are detected the higher the survival rates and the more cost effective treatment options are; and

**WHEREAS**, many McHenry County women have historically not utilized early detection and screening methods for breast cancer and have experienced higher mortality rates than the state; and

**WHEREAS**, the Illinois Breast and Cervical Cancer Program (IBCCP) provides much of the resources necessary to provide for comprehensive breast/cervical cancer screening and diagnoses for those women who otherwise could not afford to have it done; and

**WHEREAS**, the McHenry County Board of Health has been offered a grant for annual funding of \$402,960 from the Illinois Department of Public Health (IDPH) to help offset the cost of conducting an Illinois Breast and Cervical Cancer Program (IBCCP) for McHenry County low income women; and

**WHEREAS**, the county cost to conduct this program is projected to exceed the revenues received from the IDPH by \$158,000 for FY 12; and

**WHEREAS**, it is the recommendation of your Board of Health, Public Health and Human Services, Finance and Audit and Human Resources Committees to accept the IBCCP funding and to commit county general revenue funds to support said program in FY 12.

**NOW THEREFORE BE IT RESOLVED**, by this County Board of McHenry County, Illinois that the Public Health Administrator is hereby authorized to accept the IBCCP funding through the IDPH in the amount of \$402,960, with a commitment from the McHenry County Board to provide general fund assistance in an amount to be determined by the Board to support the objectives of the IBCCP program in FY 12; and

**BE IT FURTHER RESOLVED**, that the Human Resources Director is hereby authorized to maintain the attached list of positions to the Health Departments FY 12 departmental roster; and

**BE IT FURTHER RESOLVED** that IBCCP is a voluntary program on the part of the county and should the financial condition of the county dictate, it could be reduced or eliminated; and

**BE IT FURTHER RESOLVED** that the County Clerk is hereby authorized to distribute a certified copy of this resolution to the Treasurer, the Director of Human Resources, the Auditor, the Associate County Administrator-Finance, the Public Health Administrator, and the County Administrator.

**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  
Health IBCCP County Support 100411

**ILLINOIS BREAST AND  
CERVICAL CANCER PROGRAM (IBCCP)  
HEALTH DEPARTMENT EMPLOYEE ROSTER  
September 2011**

**1. RN Program Coordinator**

FTE: 1.0  
Hours: 1,950  
Grade: 12E

**2. Office Assistant II**

FTE: 1.0  
Hours: 1,950  
Grade: 5N

**3. RN Case Manager**

FTE: 1.0  
Hours: 1950  
Grade: 11N

**4. RN Clinic Nurse**

FTE: .70  
Hours: 1365  
Grade: 11N

**5. Health Educator**

FTE: .50  
Hours: 975  
Grade: 8N

**6. Office Assistant II**

FTE: .50  
Hours: 975  
Grade: 5N

**McHenry County Department of Health  
Illinois Breast and Cervical Cancer Program  
Program Statistics Summary: Jan 2008 – June 2011**

**Number of MCDH IBCCP Clients with Abnormal Screenings & Cancer  
Diagnoses Requiring Follow-Up:  
Jan 2008 – Jun 2011**

Screening/Diagnosis	FY 2008	FY 2009	FY 2010	FY 2011	TOTAL
Caseload	400	600	825	1010	2,835
Women with abnormal screenings*					
Breast abnormality	14	135	128	199	476
Cervical abnormality	5	24	36	33	98
Women diagnosed with cancer					
Invasive breast cancer	1	2	8	7	18
In situ breast cancer	3	1	5	2	11
Cervical cancer	0	3	4	2	9
Women participating in "Referral to Treatment Act"	2	5	6	11	24

\*Women with an abnormal screening are referred for and managed through diagnostic tests and treatment, if necessary.

*Invasive breast cancer* refers to breast cancers that have started to break through normal breast tissue barriers and invade surrounding areas. These can spread to other parts of the body through the blood stream.

*In situ (non-invasive) breast cancers* confine themselves and do not spread to surrounding tissues. In situ cancers can become or raise the risk of invasive cancer.

*Referral to Treatment Act* is a program where women who do not qualify for IBCCP can receive aid through IBCCP to obtain financial assistance for cancer treatment.

**NARRATIVE**

- Since IBCCP began in 2008, the caseload has continually increased and has reached a total of 2,835 clients to date.
- The number of abnormalities and cancer diagnoses has increased each year since the program inception in 2008.
- Of the 2,835 women who received screening, 574 (20%) had an abnormal screening that required follow up. Of those abnormalities, 476 (82%) were breast abnormalities and 98 (17%) were cervical abnormalities.
- Since 2008, 38 cancers have been diagnosed through IBCCP screening. Of those diagnoses, 29 (76%) were breast cancer and 9 (23%) were cervical cancer. Of the breast cancers, 18 were invasive, which is considered to be severe because it can spread to the rest of the body.
- One in 8 women born today will be diagnosed with breast cancer some time during their life (Source: National Cancer Institute).

## RESOLUTION FOR BOARD ACTION

### COVER MEMORANDUM

**TO:** Virginia Peschke, Chairperson, Public Health and Human Services Committee

**FROM:** Patrick McNulty, Public Health Administrator

**DATE:** September 9, 2011

**SUBJECT:** Resolution authorizing county financial support of \$158,000 for the Illinois Breast and Cervical Cancer (IBCCP) for the FY12 Budget.

**Board/Committee Action Requested:**

Committee/Board approval of the resolution to provide county financial support of the IBCCP

**Background:**

The Health Department is in the fifth year of an IDPH grant program that provides Breast and Cervical Cancer screenings and medical responses when necessary to eligible women in McHenry County. The program has been very successful and has grown from a case load of 400 in FY07 to 920 for FY 12. The Department has continually met or exceeded the case load requirements. The program is housed in the county facility in Crystal Lake and utilizes local medical providers for screening services. State grant funding for the program has increased from \$170,670 in FY 07 to \$403,000 in FY 12. County general fund support of the program was \$158,000 in F 07-FY10 and \$118,000 in FY11.

**Discussion:**

The County Board annually considers the general fund contribution to this program. Last year during the budgeting process for FY 11, the county's contribution of \$158,000 was reduced to \$118,000. The Department is requesting \$158,000 from the county general fund for FY12. The county funding provides for support cost of the program, including cancer screenings done by local medical providers. The County portion of the budget is only utilized after the state funding has been exhausted.

**Impact on Human Resources:** no additional staff requested

**Impact on Budget (Revenue, Expenses, Fringe Benefits):** new income will cover new expenditures

**Impact on Capital Expenditures:**

none

**Impact on Physical Space:**

none

**Attachments/Appendices:**

Resolution

cc: County Administrator

**RESOLUTION**

**AUTHORIZING AN EMERGENCY APPROPRIATION OF \$40,000 FROM THE GENERAL FUND RESERVES TO RESTORE FUNDING TO THE BREAST AND CERVICAL CANCER PROGRAM (IBCCP) FOR FY 2011**

**WHEREAS**, one in eight women will develop breast cancer in their lifetimes and one in thirty-one will die from breast cancer; and

**WHEREAS**, breast cancer is the leading cancer and cervical cancer is the ninth leading cancer site among women in McHenry County; and

**WHEREAS**, the earlier breast and cervical cancers are detected the higher the survival rates and the more cost effective treatment options are; and

**WHEREAS**, many McHenry County women have historically not utilized early detection and screening methods for breast cancer and have experienced higher mortality rates than the state; and

**WHEREAS**, the McHenry County Board in the past has provided general fund support to the Breast and Cervical Cancer Program in the amount of \$158,000 for fiscal years 2007 through 2010; and

**WHEREAS**, due to financial constraints on the County's general fund, the support from the general fund was reduced to \$118,000 in the fiscal year 2011 budget for the Illinois Breast and Cervical Cancer Program (IBCCP) with the understanding that should there be a need, a request to reinstate the funds could be made to the County Board; and

**WHEREAS**, the Health Department has established that there is an unmet need for additional Breast and Cervical Cancer screening services by medical providers for women served by this program; and

**WHEREAS**, the reinstatement of \$40,000 into the IBCCP will allow the County to provide additional cancer screening services to those women who otherwise could not afford to have screening done; and

**WHEREAS**, it is the recommendation of your Public Health and Human Services, and Finance and Audit committees to recommend an emergency appropriation of \$40,000 from the County's General Fund reserves in the amount of \$40,000 to fund additional support to the IBCCP program in fiscal year 2011.

**NOW, THEREFORE BE IT RESOLVED** by this County Board of McHenry County, Illinois that an emergency appropriation of \$40,000 from OCA 900020-9991 (Non-Departmental – Utilization of Fund Balance) to OCA 510025-4246 (IBCCP – Medical Services) is hereby authorized in the Health Department's fiscal year 2011 budget; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized to distribute a certified copy of this resolution to the Treasurer, the Auditor, the Associate County Administrator-Finance, the Public Health Administrator, and the County Administrator.

**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

**McHenry County Department of Health  
Illinois Breast and Cervical Cancer Program  
Program Statistics Summary: Jan 2008 – June 2011**

**Number of MCDH IBCCP Clients with Abnormal Screenings & Cancer  
Diagnoses Requiring Follow-Up:  
Jan 2008 – Jun 2011**

Screening/Diagnosis	FY 2008	FY 2009	FY 2010	FY 2011	TOTAL
Caseload	400	600	825	1010	2,835
Women with abnormal screenings*					
Breast abnormality	14	135	128	199	476
Cervical abnormality	5	24	36	33	98
Women diagnosed with cancer					
Invasive breast cancer	1	2	8	7	18
In situ breast cancer	3	1	5	2	11
Cervical cancer	0	3	4	2	9
Women participating in "Referral to Treatment Act"	2	5	6	11	24

\*Women with an abnormal screening are referred for and managed through diagnostic tests and treatment, if necessary.

*Invasive breast cancer* refers to breast cancers that have started to break through normal breast tissue barriers and invade surrounding areas. These can spread to other parts of the body through the blood stream.

*In situ (non-invasive) breast cancers* confine themselves and do not spread to surrounding tissues. In situ cancers can become or raise the risk of invasive cancer.

*Referral to Treatment Act* is a program where women who do not qualify for IBCCP can receive aid through IBCCP to obtain financial assistance for cancer treatment.

**NARRATIVE**

- Since IBCCP began in 2008, the caseload has continually increased and has reached a total of 2,835 clients to date.
- The number of abnormalities and cancer diagnoses has increased each year since the program inception in 2008.
- Of the 2,835 women who received screening, 574 (20%) had an abnormal screening that required follow up. Of those abnormalities, 476 (82%) were breast abnormalities and 98 (17%) were cervical abnormalities.
- Since 2008, 38 cancers have been diagnosed through IBCCP screening. Of those diagnoses, 29 (76%) were breast cancer and 9 (23%) were cervical cancer. Of the breast cancers, 18 were invasive, which is considered to be severe because it can spread to the rest of the body.
- One in 8 women born today will be diagnosed with breast cancer some time during their life (Source: National Cancer Institute).

## RESOLUTION FOR BOARD ACTION

### COVER MEMORANDUM

**TO:** Virginia Peschke, Chairperson, Public Health and Human Services Committee

**FROM:** Patrick McNulty, Public Health Administrator

**DATE:** September 9, 2011

**SUBJECT:** Resolution authorizing emergency appropriation of \$40,000 from the general fund to the Illinois Breast and Cervical Cancer (IBCCP) for the FY11 Budget.

**Board/Committee Action Requested:**

Committee/Board approval to provide an emergency appropriation of \$40,000 from the general fund to the IBCCP

**Background:**

The Health Department is in the fifth year of an IDPH grant program that provides Breast and Cervical Cancer screenings and medical responses when necessary to eligible women in McHenry County. The program has been very successful and has grown from a case load of 400 in FY07 to 920 for FY 12. The Department has continually met or exceeded the case load requirements. The program is housed in the county facility in Crystal Lake and utilizes local medical providers for screening services. State grant funding for the program has increased from \$170,670 in FY 07 to \$403,000 in FY 12. County general fund support of the program was \$158,000 in FY 07-10 and \$118,000 in FY 11

**Discussion:**

The County Board annually considers the general fund contribution to this program. Last year during the budgeting process for FY 11, the county's contribution of \$158,000 was reduced to \$118,000. The Department is requesting that the \$40,000 that was removed be restored through an emergency appropriation to the Health Department. The entire \$40,000 will be used to pay for cancer screenings and diagnoses for eligible women done through local medical providers. The County portion of the budget is only utilized after the state funding has been exhausted.

**Impact on Human Resources:** no additional staff requested

**Impact on Budget (Revenue, Expenses, Fringe Benefits):** new income will cover new expenditures

**Impact on Capital Expenditures:**

none

**Impact on Physical Space:**

none

**Attachments/Appendices:**

Resolution

cc: County Administrator

**R E S O L U T I O N**

**AUTHORIZING A BUDGET LINE ITEM TRANSFER IN THE PLANNING & DEVELOPMENT DEPARTMENT'S FISCAL YEAR 2011 BUDGET**

**WHEREAS**, the Stormwater Division of the Planning & Development Department employs three full-time staff members to provide the services required by the County Stormwater Ordinance; and

**WHEREAS**, a team member of the Stormwater division has notified the Director of Planning and Development of the need to take an emergency medical leave; and

**WHEREAS**, due to the demands currently placed upon the Stormwater Division, the absence of this employee will place an undue burden on the division in providing acceptable levels of permit reviews to current applicants; and

**WHEREAS**, the Department of Planning and Development – Stormwater Division has an existing contract with a stormwater engineer consulting firm to assist in providing permit review services on an as-needed basis and are requesting a budget line item transfer in the event more time is required with the consulting firm due to the absence of the team member.

**NOW, THEREFORE BE IT RESOLVED**, by this County Board of McHenry County, Illinois that a budget line item transfer in the amount of \$10,000 from OCA 100035-3030 (ZBA – Per Diems) to OCA 100030-4435 (Stormwater Management – Consultants) is hereby authorized in the Planning & Development – Stormwater Division fiscal year 2011 budget; and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby requested to distribute a certified copy of this Resolution to the Director of the Planning & Development Department, the County Auditor, the Associate County Administrator – Finance, and the County Administrator.

**DATED** at Woodstock, Illinois this 4<sup>th</sup> day of October, A.D., 2011.

\_\_\_\_\_  
KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

\_\_\_\_\_  
KATHERINE C. SCHULTZ, County Clerk

**Department of Planning and Development**  
**McHenry County Government Center - Administration Building**

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2200 North Seminary Avenue  
Woodstock, Illinois 60098



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815 334-4560 Fax 815 337-3720  
www.co.mchenry.il.us

To: Scott Breeden, Chairman, and members of the Finance and Audit Committee

CC: Tina Hill, Chairman, and members of the Planning and Development Committee

From: Dennis Sandquist, Director of Planning and Development

Date: September 16, 2011

Re: Budget Line Item Transfer for Stormwater Engineering Consulting Services

**Action Requested:**

The Planning and Development Department requests approval of a budget line item transfer in the amount of \$10,000 from OCA 100035-3030 (ZBA – Per Diems) to OCA 100030-4435 (Stormwater Management – Consultants).

**Background:**

A member of our Stormwater Division must take emergency medical leave for up to six weeks during September/October and again in December. Because the Division has only three members, the Stormwater Division will not have sufficient remaining staff capacity (one engineer and one wetland specialist/stormwater manager) to provide an acceptable level of permit review and customer service. Therefore, the Department is requesting a line item transfer to allow it to utilize a consulting engineer to review stormwater permits and engineering plans during this period.

**Discussion:**

The Planning and Development Committee informally considered this request at its September 15, 2011, meeting. Due to time limitations and the importance of maintaining stormwater review services, the Committee members agreed by consensus to allow this request to proceed directly to the Finance and Administrative Committee and County Board.

The Department of Planning and Development has an existing contract with a stormwater engineer consulting firm which can provide these services. The requested funding amount will provide for approximately 12 days of work by the consultant during the September/October emergency medical leave. Because the second emergency medical leave will be in FY2012, funding will need to be identified within next year's budget.

**Impact on Human Resources:**

The request will resolve a short-term human resource need of the Department.

**Impact on Budget:**

The requested funds are available in the Department's approved FY2011 budget. These funds were allocated for ZBA per diems. Based on YTD activities, these funds will not be required by the ZBA.

**Impact on Capital Expenditures:**

The request will not require any additional capital expenditures.

**Impact on Physical Space:**

The request will not have any impact on physical space requirements.

**Impact on Other County Departments or Outside Agencies:**

The request will not impact other County Departments or outside agencies.

**Conformity to Board Ordinances and Policies:**

The request conforms to all County policies and ordinances.

Attachments: Resolution

## RESOLUTION

### REQUESTING THE ESTABLISHMENT AND RECOGNITION OF THE MCHENRY COUNTY CITIZEN CORPS COUNCIL

**WHEREAS**, it is recognized that disasters can affect the citizens of McHenry County, and

**WHEREAS**, citizens must be educated on actions related to disaster preparedness, and

**WHEREAS**, the establishment of a Citizen Corps Council will provide a coordinated and planned process of volunteer and citizen training, and

**WHEREAS**, the President of the United States, in 2002, established the USA Freedom Corps and subsequently the Citizen Corps, to promote volunteer service opportunities within the United States and abroad, and

**WHEREAS**, the formula for ensuring a more secure and safer homeland consists of preparedness, training, and citizen involvement in supporting first responders, and

**WHEREAS**, the Citizen Corps mission is accomplished through a national network of state, local, and tribal Citizen Corps Councils. These Councils build on community strengths to implement the Citizen Corps preparedness programs and carry out a local strategy to involve government, community leaders, and citizens in all-hazards preparedness and resilience, and

**WHEREAS**, it has been documented that citizens can provide valuable support to emergency responders, and

**WHEREAS**, the County Administration has found the United States Citizen Corps to a viable and honorable method to assist in resident and volunteer disaster awareness, training and education.

**NOW, THEREFORE BE IT RESOLVED**, that the McHenry County Citizens Corps Council is hereby established and recognized to carry out these functions, and

**BE IT FURTHER RESOLVED**, that the McHenry County Emergency Management Agency be authorized to coordinate such activities, and

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby authorized to distribute a copy of this Resolution to the County Administrator; the Associate County Administrator – Finance; the Director of Emergency Management Agency; and the Deputy County Administrator.

**DATED** at Woodstock, Illinois this 4<sup>th</sup> day of October, A.D., 2011.

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KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

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KATHERINE C. SCHULTZ  
McHenry County Clerk

# McHenry County Citizen Corps

## RESOLUTION COVER MEMORANDUM

**TO:** Nick Provenzano  
**FROM:** David A. Christensen  
**DATE:** 3 October 2011  
**SUBJECT:** Resolution Requesting the Establishment and Recognition of the McHenry County Citizen Corps

### **Board/Committee Action Requested:**

The McHenry County Emergency Management Agency is requesting to establish a Citizen Corps Council. This Council will work in conjunction with the Emergency Management Agency to provide training and information to the residents of McHenry County and further enhance its volunteer programs through training, information, and coordination.

### **Background:**

The Citizen Corps Council establishment will allow McHenry County Citizen Emergency Response Teams, Fire Corps, Volunteer in Police Service, USA on Watch, and other affiliated volunteer organizations to be recognized by the state of Illinois. This recognition will allow the county to participate in statewide initiatives, as well as become eligible for Citizen Corps grants.

### **Discussion:**

McHenry County has a long record of volunteer and volunteer service. The Council will work to coordinate the many disparate entities into a cohesive corps. The primary initiative of the Council will be to coordinate training and assist the EMA in highlighting the volunteer programs already in place.

The council will be comprised of emergency management, health department, local public safety, and affiliated organizations.

Citizen Corps encourages citizens to engage in a number of activities to help prepare themselves and their communities:

- **Personal Preparedness:** Developing a household preparedness plan and disaster supplies kits, observing home health and safety practices, implementing disaster mitigation measures, and participating in crime prevention and reporting.
- **Training:** Taking classes in emergency preparedness, response capabilities, first aid, CPR, fire suppression, and search and rescue procedures.
- **Volunteer Service:** Engaging individuals in volunteer activities that support first responders, disaster relief groups, and community safety organizations.

### **Impact on Human Resources:**

There will be no impact on Human Resources.

**Impact on Budget (Revenue, Expenses, Fringe Benefits):**

The establishment and maintenance of the council of will result in eligibility for Citizen Corps reimbursement grants ranging from \$5,000 to \$12,000. Personnel costs will be donated or staff time. Expenditures will be reimbursed out of grant funding. All purchases will conform to county procedures and policies.

**Impact on Capital Expenditures:**

There will be no impact on capital expenditures.

**Impact on Physical Space:**

There will be no impact on physical space.

**Impact on Other County Departments or Outside Agencies:**

Impact on other county departments will be limited to volunteer availability and requests for guidance and direction.

**Conformity to Board Ordinances and Policies:**

All processes and training will be in keeping with Board policies and ordinances. The council will support community integrity and safety.

**Attachments/Appendices:**

Proposed By-laws of the Citizen Corps Council are attached.

cc: County Administrator

**R E S O L U T I O N****SETTING THE 2012 MEETING DATES FOR THE MCHENRY COUNTY BOARD**

**WHEREAS**, the McHenry County Board requests that the dates for holding the regular meetings of the County Board be set for 2012.

**NOW, THEREFORE BE IT RESOLVED**, that the McHenry County Board of McHenry County, Illinois does hereby set the regular session meeting dates of the McHenry County Board to be held in the County Board Room of the McHenry County Government Center – Administration Building, 667 Ware Road, Woodstock Illinois for the year 2012 as follows:

Tuesday, January 03, 2012	9:00 a.m.
Tuesday, January 17, 2012	7:00 p.m.
Tuesday, February 07, 2012	9:00 a.m.
Tuesday, February 21, 2012	7:00 p.m.
Tuesday, March 06, 2012	9:00 a.m.
Thursday, March 22, 2012	7:00 p.m.
Tuesday, April 03, 2012	9:00 a.m.
Tuesday, April 17, 2012	7:00 p.m.
Tuesday, May 01, 2012	9:00 a.m.
Tuesday, May 15, 2012	7:00 p.m.
Tuesday, June 05, 2012	9:00 a.m.
Tuesday, June 19, 2012	7:00 p.m.
Tuesday, July 03, 2012	9:00 a.m.
Tuesday, July 17, 2012	7:00 p.m.
Tuesday, August 07, 2012	9:00 a.m.
Tuesday, August 21, 2012	7:00 p.m.
Tuesday, September 04, 2012	9:00 a.m.
Tuesday, September 18, 2012	7:00 p.m.
Tuesday, October 02, 2012	9:00 a.m.
Tuesday, October 16, 2012	7:00 p.m.
Thursday, November 08, 2012	9:00 a.m.
Tuesday, November 20, 2012	7:00 p.m.
Monday, December 03, 2012	9:00 a.m. (Organizational Meeting)
Tuesday, December 18, 2012	7:00 p.m.

**BE IT FURTHERED RESOLVED**, that these meeting dates shall be distributed in accordance with the Illinois Open Meetings Act and to all departments of McHenry County government.

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

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KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

---

KATHERINE C. SCHULTZ, County Clerk

**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 4<sup>th</sup> day of October, A.D., 2011.

\_\_\_\_\_  
KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

\_\_\_\_\_  
KATHERINE C. SCHULTZ, County Clerk

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	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 Cost Plus Fixed Fee (see note) <u>See Exhibit A</u> _____ _____ _____ _____ _____	% % % % %
--------------------------------	--	-----------------------

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

<b>Approved</b>
_____
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 <b>approved rates</b> 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
<b>TOTALS</b>		399		\$ 16,961	\$ 25,780	\$ -	\$ 740	\$ 6,181	\$ <b>49,662</b>

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 4<sup>th</sup> 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	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>  Supplement #3	<b>C O N S U L T A N T</b>	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

<b>Approved</b>
_____ 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
		0.00
<b>Total</b>	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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<b>TOTALS</b>		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
<b>Total à</b>	<b>878</b>	<b>463</b>	<b>196</b>	<b>236</b>

### 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 a 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 4<sup>th</sup> day of October, A.D., 2011.

\_\_\_\_\_  
KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

\_\_\_\_\_  
KATHERINE C. SCHULTZ, County Clerk

Municipality Crystal Lake/McHenry	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>  <b>Supplement #1</b>	<b>C O N S U L T A N T</b>	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

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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.

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**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

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

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%
<b>TOTALS</b>	<b>350</b>	<b>\$9,417.50</b>	<b>\$12,279.48</b>	<b>\$867.80</b>	<b>\$22,564.78</b>	<b>\$3,266.57</b>	<b>\$0.00</b>	<b>\$25,831.35</b>	<b>100.00%</b>

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 4<sup>th</sup> day of October, A.D., 2011.

\_\_\_\_\_  
KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

\_\_\_\_\_  
KATHERINE C. SCHULTZ, County Clerk

Municipality McHenry County DOT	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds  Supplement # 2</b>	<b>C O N S U L T A N T</b>	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 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. 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

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<p style="text-align: center;"><b>Approved</b></p> <p style="text-align: center;">_____ Date</p> <p style="text-align: center;">Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>
---

**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)
<b>TRAFFIC SIGNAL DESIGN</b>								
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								
<b>TOTALS</b>	<b>79</b>	<b>\$3,368.49</b>	<b>\$4,934.16</b>	<b>\$412.50</b>	<b>\$1,263.70</b>	<b>\$0.00</b>	<b>\$9,978.85</b>	<b>100.00%</b>

**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																
<b>TOTALS</b>		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 4<sup>th</sup> day of October, A.D., 2011.

\_\_\_\_\_  
 KENNETH D. KOEHLER, Chairman  
 McHenry County Board

ATTEST:

\_\_\_\_\_  
 KATHERINE C. SCHULTZ, County Clerk

Local Agency McHenry County	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation Supplement No. 1</b>	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 of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

**III. IT IS 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
<b>ESR Addendum</b>							
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
<b>Subtotal</b>		100.00		\$3,917.88	\$7,248.08	\$1,619.06	\$12,785.03
<b>Parking Lot Alternatives</b>							
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
<b>Subtotal</b>		65.50		\$2,329.53	\$4,309.63	\$962.68	\$7,601.84
<b>Total Labor and Cost</b>		<b>165.50</b>		<b>\$6,247.41</b>	<b>\$11,557.71</b>	<b>\$2,581.74</b>	<b>\$20,386.87</b>

**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 4<sup>th</sup> day of October, A.D., 2011.

\_\_\_\_\_  
KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

\_\_\_\_\_  
KATHERINE C. SCHULTZ, County Clerk



Local Agency Amendment # 1 for Federal Participation

Table with contract details: Local Agency (County of McHenry), State Contract, Day Labor, Local Contract, RR Force Account, Section: 09-00370-00-PK, Fund Type: STA, ITEP Number.

Table with project details: Construction, Engineering, Right-of-Way. Columns for Job Number and Project Number.

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".

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.

Amended Division of Cost table with columns: Type of Work, FHWA, %, STATE, %, LA, %, Total. Includes a note: \*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. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

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 4<sup>th</sup> 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	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>  <b>SUPPLEMENT NO. 1</b>	<b>C O N S U L T A N T</b>	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.

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**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

<b>Approved</b>
_____
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.

Cost Estimate of  
Consultant Services  
(CPFF)

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

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%
<b>TOTALS</b>	<b>113</b>	<b>\$5,095.39</b>	<b>\$6,960.30</b>	<b>\$125.00</b>	<b>\$1,791.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,972.00</b>	<b>100.00%</b>

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																	
<b>TOTALS</b>		113	100%	\$45.09	35	100%	\$49.73	12	100%	\$46.62	21	100%	\$43.25	45	100%	\$41.94	0	0%	\$0.00

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