



# **McHenry County**

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## **Division of Transportation**

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

### **Transportation Committee Meeting Wednesday, November 2, 2011, 8:15 A.M. McHenry County Division of Transportation Main Conference Room**

- 1.0 CALL TO ORDER**
- 2.0 PUBLIC COMMENT**
- 3.0 APPROVAL OF MEETING MINUTES**
  - 3.05 October 19, 2011
- 4.0 PRESENTATIONS**
  - 4.05 Randall Road
  - 4.10 Alden Road
- 5.0 RESOLUTION APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR THE ILLINOIS ROUTE 31 AT VIRGINIA ROAD AND KLASEN ROAD PROJECT**
- 6.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS FOR THE CONSTRUCTION OF THE ILLINOIS ROUTE 31 AT VIRGINIA ROAD AND KLASEN ROAD PROJECT**
- 7.0 RESOLUTION SETTING THE 2012 MEETING DATES FOR THE TRANSPORTATION COMMITTEE**
- 8.0 OLD / NEW BUSINESS**
  - 8.05 Old Business
    - 8.05.05 Construction Updates
  - 8.10 New Business
- 9.0 EXECUTIVE SESSION**
  - 9.05 Meeting Minutes, Land Acquisition, and Pending Litigation
- 10.0 MEMBER COMMENTS**
- 11.0 NEXT MEETING DATE & LOCATION**
  - 11.05 8:15 A.M. on November 16, 2011 – Division of Transportation
- 12.0 ADJOURNMENT**

**Transportation Committee  
Meeting Minutes  
Wednesday, October 19, 2011 – 8:15 A.M.  
McHenry County Division of Transportation  
Main Conference Room  
Woodstock, Illinois 60098**

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

**CALL TO ORDER**

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

**MEMBERS IN ATTENDANCE**

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

**MEMBERS NOT IN ATTENDANCE**

Scott Breeden

Ms. Peschke arrived at 8:23 A.M.

Mr. Provenzano arrived at 8:27 A.M.

**OTHER ATTENDEES**

In attendance were: Ken Koehler, County Board Chairman; Mary Donner, County Board; Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Christina Webb, State's Attorney Office (SAO); Jeff Young, Division of Transportation, Assistant County Engineer; Wally Dittrich, Division of Transportation, Design Manager; Pam Cumpata and Charlie Eldredge, McHenry County Economic Development Corporation (MCEDC); Gary Blazek, Civiltech Engineering, Inc.; P. J. Fitzpatrick, Wills Burke Kelsey Associates (WBK); John Ambrose, Baxter & Woodman, Inc.; Brian Smith, AECOM; John Briggs, Gewalt Hamilton Associates, Inc.; Todd Destree, HR Green; Todd Bright, TranSystems, Inc.; Jean-Alix Peralte, STV, Inc.; Mary Moltmann, Fleming Road Alliance; Mark Dammyer, Division of Transportation, Construction Manager; Loren Schmitt, Division of Transportation, Road Supervisor; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Ray Beets, Division of Transportation, Permit/Developer Project Manager; Debra Kroll, Division of Transportation, Administrative Specialist.

**PUBLIC COMMENT**

None

**APPROVAL OF MEETING MINUTES – October 5, 2011**

On a motion by Ms. Yensen, seconded by Ms. Salgado, the meeting minutes of October 5, 2011, were approved as presented.

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

Ms. Peschke arrived at 8:23 A.M.

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNSHIP OF GREENWOOD AND THE COUNTY OF MCHENRY FOR THE PROVISION OF TRANSPORTATION SERVICES**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of an intergovernmental agreement (IGA) between the County of McHenry and Greenwood Township for the provision of transportation services.

Greenwood Township wishes to partner with the County of McHenry to promote and encourage the use of public transportation by improving the availability of paratransit services to McHenry County residents with disabilities, or who are elderly (60 years and older). The County will modify its service area currently under contract with Pace Suburban Bus to include seniors and individuals with disabilities in and throughout Greenwood Township.

Greenwood Township has committed to funding up to \$7,000.00 for this effort. At this time, MCDOT staff anticipates the cost for adding Greenwood Township to the current service area to be between \$5,000.00 and \$20,000.00 per year and might serve 50 to 150 individuals. The Township will be charged \$7.00 for each trip to or from Greenwood Township provided to eligible residents of Greenwood Township. Federal Job Access Reverse Commute (JARC) / New Freedom (NF) funding and County Senior Grant funding are also being used to offset the costs of eligible costs.

Ms. Evertsen questioned the cost basis versus the trip and the total number of individuals that will be served. Discussions ensued.

A motion was made by Ms. Salgado, seconded by Ms. Yensen, to approve an IGA between the Township of Greenwood and the County of McHenry for the provision of transportation services.

A roll call vote was taken with the following results: Ms. Peschke, Ms. Yensen, Chairperson Miller, Mr. Provenzano and Ms. Salgado, "yes"; Ms. Evertsen, "no"; motion carried.

Mr. Provenzano arrived at 8:27 A.M.

**RESOLUTION AMENDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MCHENRY COUNTY AND PACE SUBURBAN BUS TO PROVIDE COORDINATED TRANSPORTATION SERVICES TO GREENWOOD TOWNSHIP**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of an amendment to an intergovernmental agreement (IGA) between the County of McHenry and Pace Suburban Bus for the provision of transportation services in Greenwood Township.

This is the contract amendment to enable Agenda Item #4.0.

A motion was made by Ms. Salgado, seconded by Ms. Yensen, to approve the resolution amending an IGA between McHenry County and Pace Suburban Bus to provide coordinated transportation services to Greenwood Township.

A roll call vote was taken with the following results: Ms. Peschke, Ms. Yensen, Chairperson Miller, Mr. Provenzano and Ms. Salgado, "yes"; Ms. Evertsen, "no"; motion carried.

**RESOLUTIONS AUTHORIZING AN AGREEMENT WITH THE REGIONAL TRANSPORTATION AUTHORITY TO ACCEPT AND USE THE JOB ACCESS REVERSE COMMUTE ( JARC) GRANT AND AUTHORIZING AN AGREEMENT WITH THE REGIONAL TRANSPORTATION AUTHORITY TO ACCEPT AND USE OF NEW FREEDOM (NF) GRANT**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of an intergovernmental agreement (IGA) between the County of McHenry and the Regional Transportation Authority (RTA) to accept and use \$502,825.00 in Job Access Reverse Commute (JARC) grant monies, a second intergovernmental agreement (IGA) between McHenry County and the RTA to accept and use \$302,617.00 in New Freedom (NF) grant monies.

The County Board approved the application for these grants on July 6, 2010, after it had been reviewed and approved by the Transportation Committee and the Finance and Audit Committee. The purpose of the grant is to provide greater access to jobs in suburban areas and greater mobility to lower income individuals and persons with disabilities. The County project is to meet these goals by creating a new service by consolidating four (4) existing services into one (1). This new service will be called MCRide (formerly the transit pilot program).

The IGA between the cities and the counties stipulate the desire to consolidate these services and financial obligations. This action is consistent with the first implementation goal of the County Transit Plan adopted six (6) years ago on November 15, 2005. The first goal was to consolidate and coordinate demand response services. This

action ends what has been referred to as the Pilot Program. The Pilot Program was created to test the use of advanced dispatch technology with the McHenry Township Senior Express and to establish service between the communities of Crystal Lake, McHenry, and Woodstock and provide service in unincorporated Dorr Township, while exploring greater coordination possibilities. Demand for these intercommunity services continues to grow. In August 2011, almost 1,000 intercommunity trips were provided and approximately 100 trips were denied because of capacity.

The major changes stemming from this new service will be that vehicles currently dedicated to McHenry County's intercommunity service can be used for local municipal trips thereby adding some capacity, users will now have the same reservation policies throughout the service area, fares will be adjusted to take into account distance traveled and to be the same throughout the service area.

A motion was made by Ms. Salgado, seconded by Ms. Yensen, to approve the resolutions authorizing an agreement with the Regional Transportation Authority (RTA) to accept and use the Job Access Reverse Commute (JARC) grant and authorizing an agreement with the RTA to accept and use of New Freedom (NF) grant.

Ms. Evertsen questioned where the dollars for these services were coming from and stated that no matter where dollars are funded from (local funding, Pace, the Federal Government, etc.), it all originates from tax dollars. Ms. Evertsen also referred to ridership volume and frequently the lack thereof, which she felt was not uncommon.

Chairperson Miller felt that the Committee was addressing a need of the constituency in the County.

Ms. Salgado felt it important to move forward with this program and maximize the tax dollars being received. She questioned if the contract could be terminated with a 60-day notice and the payment stopped, what is the likelihood of that happening and where would that leave the County. MCDOT staff stated that the contract can be terminated and went on to further explain.

Ms. Yensen said she believes that the County has an obligation to the McHenry County people who need transportation to get back and forth to their destinations. She asked that aside from the people being served by this agreement, what impact does the program have on the lives of people within the County, the impact on the areas served by the program and the program outcomes. This question was addressed by MCDOT staff, to which Ms. Yensen stated that any criticisms/feedback received should be addressed in creating a better program.

Mr. Provenzano commented on the fact that although the program is not perfect, it is the best system available at this time that can be offered to County residents. He believes the program to be valuable and stated that the County has been addressing this issue for years, in hopes of providing a means of transportation to residents of McHenry County. The County needs infrastructure to handle transportation and believes that everyone needs to get beyond any philosophical mind frame and proceed with this program. He noted that this program is the desire of the County Board, the Transportation Committee and the people of McHenry County.

Discussions ensued.

A roll call vote was taken with the following results: Ms. Peschke, Ms. Yensen, Chairperson Miller, Mr. Provenzano and Ms. Salgado, "yes"; Ms. Evertsen, "no"; motion carried.

Agenda Item #6.0 and Agenda Item #7.0 were approved under one motion.

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCHENRY AND THE CITY OF CRYSTAL LAKE, THE CITY OF MCHENRY AND THE CITY OF WOODSTOCK FOR ANNUAL DIAL-A-RIDE SERVICES IN 2012**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of an intergovernmental agreement (IGA) between the County of McHenry and the City of Crystal Lake, the City of McHenry, and the City of Woodstock for dial-a-ride services.

This IGA is needed to combine four (4) separate local contracts with Pace Suburban Bus for dial-a-ride services into one (1) contract. This will provide riders standard service parameters such as fares and trip reservation rules and streamline administration of these programs.

As part of this IGA, McHenry County agrees to pay Pace for services provided in the municipalities and then attain payment from the municipalities. The municipalities agree to have their existing Pace subsidies of 75% of costs continue to be dedicated to covering these costs. For tracking purposes, the various service components will be separated by Pace in monthly invoices.

A motion was made by Ms. Salgado, seconded by Ms. Yensen, to approve the resolution approving an IGA between the County of McHenry and the City of Crystal Lake, the City of McHenry and the City of Woodstock for annual dial-a-ride services in 2012.

A roll call vote was taken with the following results: Ms. Peschke, Ms. Yensen, Chairperson Miller, Mr. Provenzano and Ms. Salgado, "yes"; Ms. Evertsen, "no"; motion carried.

**RESOLUTION APPROPRIATING FUNDS FOR THE 2012 TRANSIT GRANT PROGRAM**

Chairperson Miller advised that she would abstain from voting because of her affiliation with Algonquin Township.

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving County Regional Transportation Authority (RTA) funding for the 2012 Transit Grant Program and appropriating funds.

On November 15, 2005, the County Board adopted a Transit Plan to guide transit improvements of the County. In 2006, the Transit Plan Implementation Task Force (ITF) was formed to explore and implement various solutions for coordinating and expanding transit services. To eliminate barriers to coordination and to encourage new ideas, a transit grant program was created in 2009 to provide up to three (3) years of grant funding. The fiscal year 2012 allocation represents the last year of this program. A call for projects is anticipated in August/September of next year.

On September 15, 2009, \$421,346.00 was approved by the County Board to fund seven (7) projects. On February 15, 2011, \$515,000.00 was approved by the County Board to fund five (5) projects. The amount of \$825,000.00 was included in the County 2012 Budget and includes:

- \$754,000.00 for the County Pilot Program (\$500,000.00 estimated reimbursements from municipalities and Federal grants. \$50,000.00 in Senior Grant Funding estimated)
- \$43,000.00 for Faith in Action of McHenry County volunteer program (up from \$38,000.00 last year and reflects grant application).
- \$13,000.00 for Algonquin Township Road District (same as last year)
- \$10,000.00 for an additional weekday hour and Saturday service in Marengo
- \$5,000.00 for fuel and vehicle lease expenditures for the Veterans Affairs Commission

Vice-Chairperson Yensen asked for a motion to approve. A motion was made by Ms. Peschke, seconded by Ms. Salgado, to approve the resolution appropriating funds for the 2012 Transit Grant program.

A roll call vote was taken with the following results: Ms. Peschke, Vice-Chairperson Yensen, Mr. Provenzano and Ms. Salgado, "yes"; Ms. Evertsen, "no"; Chairperson Miller, "abstain"; motion carried.

**RESOLUTION APPROPRIATING FUNDS FOR CULVERT MATERIALS**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution appropriating funds for culvert materials for the FY 2012.

Bids were accepted on September 29, 2011 by the Purchasing Department for quantities of culvert materials submitted by the McHenry County Division of Transportation (MCDOT). Specifications were sent to nine (9) vendors and three (3) were returned. The low bidder was Ray Schramer & Company of Libertyville, Illinois. This is an annual purchase for the MCDOT.

The culvert materials for are for replacement of existing old culverts on roadways in advance of the MCDOT's annual paving program and routine maintenance. Culverts were replaced on Maple Street, Roberts Road and Dunham Road earlier this spring.

A motion by Ms. Peschke, seconded by Ms. Evertsen, approving the resolution appropriating funds for culvert materials was approved with a recommendation to the County Board.

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

**RESOLUTION ACCEPTING SIGN MATERIAL BIDS AND APPROPRIATING FUNDS**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolutions accepting bids for sign materials and County route signing for the FY 2012 program.

Separate quotations and bids were received for sign materials and County route signing. The annual bid for sign materials and the bid for the County route signing is funded through the County Option Motor Fuel Tax (MFT) fund.

**Sign Materials Bid:**

We have expended most of our reflective roll goods in stock and need to purchase a significant amount this year to refill depleted quantities. Also, due to various lane and roadway closures associated with County bridges, stock for traffic control items required for these projects is needed. The FY 2012 budget was established by coordinating previous years budget amounts and anticipated FY 2012 sign material needs. Quotations were received for all items besides sheet roll goods, which due to the cost being in excess of \$20,000.00 a formal bid was required.

**County Route Signing:**

The County route signing on the County Highways Program is nearly complete. These signs consist of blue and yellow signage with the County highway route number, direction, and road name, as well as an indication if the route is beginning or ending. These signs are being placed at all intersections of County routes with other County routes, and at those intersections with State routes. The first two (2) phases of the program have been completed for route signage at all County routes west of Illinois Route 47. The MCDOT is purchasing the material which will then be installed by the MCDOT staff, as was successfully performed the past two (2) years. This is the final phase of the program and will cover all County routes east of Illinois Route 47, not being planned for major construction activities. No bids were received for the completed County route signs in 2010, thus these items are being brought forward now.

A motion by Ms. Peschke, seconded by Ms. Yensen, approving the resolution accepting sign material bids and appropriating funds was approved with a recommendation to the County Board.

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

**RESOLUTION APPROPRIATING FUNDS FOR ROADWAY LIGHTING AND TRAFFIC SIGNAL ELECTRICAL POWER**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution appropriating funds for electrical power for MCDOT's roadway lighting systems and traffic signals.

The MCDOT is responsible for paying Commonwealth Edison for power costs for all County owned roadway lighting systems and traffic signals in unincorporated areas of the County. The MCDOT is also responsible for the cost of power for various beacon light locations (i.e., street lights mounted on power poles) across the County.

A motion by Ms. Peschke, seconded by Ms. Yensen, approving the resolution appropriating funds for roadway lighting and traffic signal electrical power was approved with a recommendation to the County Board.

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

**RESOLUTION APPROPRIATING FUNDS FOR FY 2012 TRAFFIC SIGNAL AND ROADWAY LIGHTING MAINTENANCE CONTRACT**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution appropriating funds for the FY 2011-2012 Traffic Signal Maintenance program for the County's traffic signals and roadway lighting systems.

MCDOT staff currently maintains 35 traffic signals, 15 roadway lighting systems and 15 roadway flashers throughout the County under its jurisdiction. Due to the number of systems and the required response time needed for adequate service, the County contracts with a private firm to maintain these systems on a daily, on-call, as-needed basis.

The original contract for Meade Electric in the amount of \$205,806.16 was authorized by the County Board on November 4, 2010. This contract contained a provision where the contract could be renewed for a time period of one (1) year if authorized by the MCDOT. MCDOT staff recommends the continuation of Meade Electric based on the quality of the services provided.

Mr. Provenzano asked if the MCDOT received any feedback regarding the traffic signal mounted cameras that are placed at various locations within the County, stating that he has had some feedback from his constituents.

MCDOT staff has received no feedback and advised that the camera video is to detect the presence of a vehicle so the traffic signal knows when to change. Ms. Donner, County Board is associated with Pace Suburban Bus and noted that Pace uses a Traffic System Prioritization (TSP) in more populated areas, which aids in the better flow of traffic.

A motion by Ms. Peschke, seconded by Mr. Provenzano, approving the resolution appropriating funds for the FY 2012 traffic signal and roadway lighting maintenance contract was approved with a recommendation to the County Board.

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

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HUNTLEY, KANE COUNTY AND MCHENRY COUNTY FOR CONSTRUCTION ENGINEERING (PHASE III) SERVICES AND CONSTRUCTION FOR A FULL INTERCHANGE ON INTERSTATE 90 AT ILLINOIS ROUTE 47**

The McHenry County Division of Transportation (MCDOT) staff requests approval of the resolution approving an intergovernmental agreement (IGA) between the Village of Huntley, Kane County, the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA) and McHenry County for Phase III engineering services and construction of the Interstate 90 interchange with Illinois Route 47.

On September 16, 2008, the County Board approved an IGA for \$200,000.00 for conceptual engineering of the proposed interchange. On September 15, 2009 the County Board approved an IGA for \$666,666.00 for the preparation of contract plans and specifications for the proposed interchange at Illinois Route 47 and Interstate 90 being led by the Village of Huntley.

The purpose of this IGA is to fund the construction engineering (Phase III engineering) and County share for the cost of construction for a full interchange at the Interstate 90 / Illinois Route 47 interchange. The cost participation between the three (3) local agencies and two (2) state agencies is divided between the Village, Kane and McHenry Counties, IDOT, and the Tollway for this agreement. Costs previously expended by McHenry County for design engineering have been deducted from the final amount.

The cost of McHenry County's share will be applied to the overall cost participation parameters which at this point is approximately 6.5% of the entire estimated \$66 million project. The Tollway will be the lead agency for construction and is fronting all the costs of Phase III Engineering and construction.

This agreement has been reviewed and approved by the McHenry County State's Attorney Office (SAO).

A motion by Ms. Evertsen, seconded by Ms. Peschke, approving the resolution that approves an intergovernmental agreement between the Village of Huntley, Kane County and McHenry County for construction engineering (Phase III) services and construction for a full interchange on Interstate 90 at Illinois Route 47 was approved with a recommendation to the County Board.

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

**RESOLUTION APPROPRIATING FUNDS FOR PARCEL TITLE SEARCHES**

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution appropriating funds for parcel title searches.

The MCDOT, as part of the land acquisition process, is required to verify the ownership of a given property through a title search.

This is an annual budgetary line item. The appropriation for 2011 was for \$50,000.00. The budgeted amount for 2012 is the same at \$50,000.00. The MCDOT has used Wheatland Title for the past eight (8) years with good service.

Ms. Evertsen questioned why Wheatland Title has conducted parcel titles searches for the County for the past eight (8) years. She stated that she would like to see the County entertain a Request for Qualifications (RFQ) for these services, to provide the opportunity to others. The consensus of the Committee was not to issue a RFQ at this time as Wheatland Title has a wealth of knowledge in dealing with roadway titles.

A motion by Ms. Peschke, seconded by Ms. Yensen, approving the resolution appropriating funds for parcel title searches was approved with a recommendation to the County Board.

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

**PROJECT STATUS REPORT**

***Rakow Road***

- Concrete base course pours are continuing with intersections and radiuses. Binder test strip was conducted this past Monday and the paving of binder course is scheduled for next Monday.

During the first week of November, eastbound traffic will be redirected onto the new lanes. A few days of concrete pours were lost due to the contractor who was working on other projects. A meeting was held yesterday addressing that matter.

During the first week of November, a traffic switch will take place from the south end on Randall Road, midway between McHenry Avenue and Pyott Road. The eastbound traffic will be redirected onto the new pavement and the westbound traffic will remain as is.

All traffic will be diverted onto the new pavement by the end of November. By the end of October a crane will be set in place at the Lake in the Hills Airport, to drive pilings for the new pedestrian bridge.

***North Union Road Bridge Replacement***

- Project has been completed and is open to traffic.

***Graf Road Bridge over Lawrence Creek***

- The last concrete pour will take place today and approach roadways are in progress. Railing will be set today, with landscaping and final surface remaining. The bridge should open within two (2) to three (3) weeks.

***Lawrence Road Bridge over Lawrence Creek***

- The last concrete pour will take place today. Approach roadway paving will be in progress shortly and the bridge will be open to traffic within two (2) to three (3) weeks.

***Blivin Street Bridge over Nippersink Creek***

- Nicor finished their relocation work last week. Due to utility relocation delays, crews will be working six (6) days per week, ten (10) hours per day.

***Burlington Road Resurfacing***

- The project has been completed.

Chairperson Miller addressed the upcoming Public Meetings section of the Project Status Report and requested that an additional CAG meeting be scheduled in 2011 for the Fleming Road project, which will need to occur before a Public Meeting can be arranged.

**OLD / NEW BUSINESS**

***Old Business***

- **Request for Qualifications (RFQ) – Charles Road at Raffel Road**

The McHenry County Division of Transportation (MCDOT) staff is requesting the Committee's concurrence on the selection of Crawford, Murphy, and Tilly (CMT) for the Charles Road at Raffel Road intersection. Per the direction of the Transportation Committee, materials were provided regarding the selection of the consultant.

At the July 20, 2011 Transportation Committee meeting, the Committee approved MCDOT staff re-issuing a Request for Qualifications (RFQ) for this intersection project as the previously selected consultant no longer maintained an office in Illinois that could support the services required for the contract.

The selection of the consultant is in accordance with the McHenry County Consultant Selection Policy.

As Crawford, Murphy, and Tilly is the preferred consultant, if MCDOT staff is unable to negotiate a contract, the alternate consultant would be contacted. The alternate consultant recommended by MCDOT staff is Baxter and Woodman.

The Committee offered their concurrence on the selection of Crawford, Murphy, and Tilly (CMT) for the Charles Road at Raffel Road intersection project and directed MCDOT staff to proceed with developing a scope of services and a contract, which will be brought forward at a future Transportation Committee meeting.

***New Business***

- The McHenry County Division of Transportation (MCDOT) requests authorization for the County Engineer to execute a Letter of Intent (LOI) with the Illinois Department of Transportation (IDOT) for the County's participation in IDOT's upcoming U.S. Route 14 Traffic Signal Modernization program.

IDOT is upgrading the traffic signals at U.S. Route 14 and Kishwaukee Valley Road in 2012. As such, the MCDOT is responsible for costs associated with the western leg of the intersection. The eastern leg is under the jurisdiction of the City of Woodstock. Federal and State funds will cover 90% of the project costs. The County's share of the remaining costs are 25% of the intersection costs, or 2.5% of the total costs estimated to be \$1,625.00.

With the execution of this LOI, IDOT will prepare an Intergovernmental Agreement (IGA) which will be brought forward for the Committee's consideration at a later date.

The Committee offered their authorization for the County Engineer to execute a Letter of Intent (LOI) with the Illinois Department of Transportation (IDOT) for the County's participation in IDOT's upcoming U.S. Route 14 Traffic Signal Modernization program.

- MCDOT staff made the Committee aware that at the Thursday, October 20, 2011 Planning and Development Committee Meeting, there will be discussions regarding their fee schedule. As part of that fee schedule, they will be looking to charge non-general fund departments for specific services, which will

include the MCDOT. MCDOT has been asked to participate in those discussions and Mr. Korpalski will attend that meeting to share concerns.

**EXECUTIVE SESSION - MEETING MINUTES, LAND ACQUISITION AND PENDING LITIGATION**

On a motion by Ms. Salgado, seconded by Ms. Yensen, the Committee went into Executive Session at 9:30 A.M. to review meeting minutes, land acquisition and pending litigation.

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

**REGULAR SESSION**

On a motion by Ms. Peschke seconded by Ms. Yensen, the Committee went into Regular Session at 9:41 A.M.

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

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

The Executive Session meeting minutes of October 5, 2011, were reviewed and by direction of the Committee will be forwarded to the State’s Attorney Office (SAO) for review and possible release.

**MEMBER COMMENTS**

- Ms. Yensen discussed her recent trip to Ann Arbor, Michigan and spoke of her experience with roundabouts while there. She felt they were becoming a wave of the future and thought them to be very European. Two features that she believes to be advantageous are the lack of signalization and a configuration that slows down the flow of traffic.

**NEXT MEETING DATE & LOCATION**

Transportation Committee meeting on Wednesday, November 2, 2011 at 8:15 – McHenry County Division of Transportation

**ADJOURNMENT**

On a motion by Ms. Peschke, seconded by Ms. Evertsen, the meeting adjourned at 9:45 A.M.

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

**RESOLUTION**  
**APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT**  
**FOR THE ILLINOIS ROUTE 31 AT VIRGINIA ROAD AND KLASEN ROAD**  
**PROJECT**

**WHEREAS**, McHenry County and the Illinois Department of Transportation have studied the Illinois Route 31 and Algonquin Road intersection extensively concluding the need to construct the Illinois Route 31 Western Algonquin Bypass which is part of the approved McHenry County Division of Transportation's FY 2011 to 2015 Highway Improvement Program; and

**WHEREAS**, part of the said improvements will include the improvement of the Illinois Route 31/Virginia Road/Klasen Road intersection; and

**WHEREAS**, said improvements will require the services of a consulting engineering firm to provide construction supervision and documentation (Phase III engineering) for the project; and

**WHEREAS**, the Transportation Committee has selected Civiltech Engineering, Inc. to continue with the Phase III engineering as they have completed the Phase I Preliminary Engineering and Phase II Design Engineering for this project; and

**WHEREAS**, said project has been approved by the Illinois Department of Transportation to receive state and federal funding for 100% of the Phase III engineering; and

**WHEREAS**, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement with Civiltech Engineering, Inc. of Itasca, Illinois for a not to exceed amount of \$1,087,418.00 to provide said engineering 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 Engineering Services Agreement between McHenry County and Civiltech Engineering, Inc. is hereby approved in the not to exceed amount of \$1,087,418.00; and

**BE IT FURTHER RESOLVED**, by this County Board of McHenry County, Illinois that there is hereby appropriated the sum of one million ninety thousand dollars (\$1,090,000.00) from the RTA Sales Tax Fund, OCA code 820006-4455 for said engineering services; and

**BE IT FURTHER RESOLVED**, that this project is hereby designated as Section 96-00209-01-PV; 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 Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

**DATED** at Woodstock, Illinois this 15<sup>th</sup> day of November, A.D., 2011.

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

ATTEST:

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

Local Agency	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant
McHenry County Division of Trans.		Civiltech Engineering, Inc.
County McHenry		Address 450 E Devon Avenue, Suite 300
Section 96-00209-01-PV		City Itasca
Project No. HPP-4064(003)		State Illinois
Job No. C-91-254-09		Zip Code 60143
Contact Name/Phone/E-mail Address Walter Dittrich; 815.334.4980 wrdittrich@co.mchenry.il.us	Contact Name/Phone/E-mail Address James D. Ewers; 630.773.3900 jewers@civiltechinc.com	

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 PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

**Regional Engineer**      Regional Engineer, Department of Transportation  
**Resident Engineer**      LA Employee directly responsible for construction of the PROJECT  
**Contractor**              Company or Companies to which the construction contract was awarded

**Project Description**

Name IL Route 31      Route FAU 117      Length 1.72 mi.      Structure No. N / A

Termini At Klasen Road & Virginia Road

Description: This is a roadway reconstruction project, and the work consists of reconstruction with P.C. concrete pavement, two new 12' lanes in each direction with left turn lanes, realignment of Virginia Road, an enclosed drainage system, traffic signals, full depth HMA pavement, curb & gutter, bike path, pavement markings, and all incidental and collateral work necessary to complete the project.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

**II. THE LA AGREES,**

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate             (Pay per element)

Lump Sum                 \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$1,006,777.00
Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-4527015	\$80,641.00
Sub-Consultant Total:		\$80,641.00
Prime Consultant Total:		\$1,006,777.00
Total for all Work:		\$1,087,418.00

Executed by the LA:

McHenry County Division of Transportation  
 \_\_\_\_\_  
 (Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
 County Clerk

By: \_\_\_\_\_  
 Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

Civiltech Engineering, Inc.  
 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
 Title: Vice President

By: \_\_\_\_\_  
 Title: President

**Exhibit A - Construction Engineering**

Route: FAU 117 (IL Route 31) at Klasen & Virginia  
 Local Agency: McHenry County Division of Trans.  
 (Municipality/Township/County)  
 Section: 96-00209-01-PV  
 Project: HPP-4064(003)  
 Job No.: C-91-254-09

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

Overhead Rate (OH) 155.73 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**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
<div style="border: 1px solid black; padding: 20px; display: inline-block;"> <p style="font-size: 24px; margin: 0;"><b>See attached Cost Estimate of Consultant's Services</b></p> </div>									
<b>Totals</b>		0.00							

**COST ESTIMATE OF CONSTRUCTION SERVICES  
PHASE III ENGINEERING SERVICES  
IL Route 31 at Klasen Road & Virginia Road  
McHenry County Division of Transportation**

**Route:** IL Route 31 at Klasen Road & Virginia Road  
**Local Agency:** McHenry County Division of Transportation  
**Section No.:** 96-00209-01-PV  
**Project No.:** HPP-4064(003)  
**Job No.:** C-91-254-09  
**County:** McHenry

\*Includes annual increase for work in 2012  
\*\*Firm's approved Over Head rate on file with IDOT's Bureau of Accounting and Auditing is 155.73%.  
\*\*\*Labor x 0.145 x 2.5573 = Fixed Fee  
Complexity factor (R=0.00)

**Consultant: Civiltech Engineering, Inc.**

**Prepared: 4/18/2011**

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses** (Labor x 1.5573)	Profit*** (Labor x 0.3708)	TOTAL
Construction Engineering:	Res. Engr.	2,495	28.11%	\$ 45.85	\$ 114,396	\$ 178,149	\$ 42,418	\$ 334,963
	Asst. R.E.	2,255	25.41%	\$ 36.80	\$ 82,984	\$ 129,231	\$ 30,770	\$ 242,985
	Doc. Engr.	1,800	20.28%	\$ 29.55	\$ 53,190	\$ 82,833	\$ 19,723	\$ 155,746
	Engr.	1,652	18.61%	\$ 32.70	\$ 54,020	\$ 84,125	\$ 20,031	\$ 158,176
	Technician	0	0.00%	\$ 15.00	\$ -	\$ -	\$ -	\$ -
	Surveyor	320	3.61%	\$ 33.15	\$ 10,608	\$ 16,520	\$ 3,933	\$ 31,061
	Website Admnstr.	212	2.39%	\$ 26.40	\$ 5,597	\$ 8,716	\$ 2,075	\$ 16,388
	Design Mngr.	64	0.72%	\$ 56.00	\$ 3,584	\$ 5,581	\$ 1,329	\$ 10,494
	Proj. Mngr.	78	0.88%	\$ 63.00	\$ 4,914	\$ 7,653	\$ 1,822	\$ 14,389
								<b>SUBTOTAL</b>
								<b>\$ 964,202</b>
Direct Expenses:								
1.) Vehicle Expense (Mileage)								\$ 38,800
2.) Material Testing								\$ 80,641
3.) Printing Expense								\$ 875
4.) Photography								\$ 800
5.) Website								\$ 2,100
<b>TOTALS</b>		<b>8,876</b>	<b>100.00%</b>		<b>\$ 329,293</b>	<b>\$ 512,808</b>	<b>\$ 122,101</b>	<b>\$ 1,087,418</b>

- 1.) 970 Days @ \$40.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense
- 5.) Website domain & costs



## IL Route 31 at Klasen Road & Virginia Road Summary of Direct Costs

**Route:** IL Route 31 at Klasen Road & Virginia Road  
**Local Agency:** McHenry County Division of Transportation  
**Section:** 96-00209-01-PV  
**Proj. No.:** HPP-4064(003)  
**Job No.:** C-91-254-09  
**County:** McHenry  
**Contract No.:** 63553

### Direct Costs:

#### Printing Expense

Assume 3 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 235 sheets/set X \$0.66 per sheet = \$465.30

Mylars: 1 set X 235 sheets/set X \$1.75 per sheet = \$411.25

Total = \$876.55

**Say: \$875.00**

#### Photography Expense

Assume 80 sets of developed digital pictures @ \$10.00 ea. = \$800.00

**Total: \$800.00**

IL Route 31 at Klasen Road & Virginia Road

Section 96-00209-01-PV

McHenry County Division of Transportation

Anticipated Contractor's Schedule

ITEM	TOTAL	UNIT	DAILY RATE	DAYS REQ'D	2012												2013																																																												
					JANUARY			FEBRUARY			MARCH			APRIL			MAY			JUNE			JULY			AUGUST			SEPTEMBER			OCTOBER			NOVEMBER			DECEMBER			JANUARY			FEBRUARY			MARCH			APRIL			MAY			JUNE																					
					6	13	20	27	3	10	17	24	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26	3	10	17	24
TRAFFIC CONTROL & PROTECTION	1	LS	-	ONGOING	PRE-STAGE 1A STAGE 1A, 1B, & 1C STAGE 2A, 2B, & 2C STAGE 3 P-LIST																																																																								
TEMPORARY TRAFFIC SIGNAL	2	EA	0.25	8	[Gantt chart bars]																																																																								
TEMPORARY FENCE	6,185	LF	1,000	6	[Gantt chart bars]																																																																								
TREE REMOVAL / TREE PRUNING	1,859	UNIT	300	6	[Gantt chart bars]																																																																								
PAVEMENT REMOVAL	50,497	SY	2,000	25	[Gantt chart bars]																																																																								
COMBINATION CONCRETE CURB AND GUTTER REMOVAL	4,112	LF	800	5	[Gantt chart bars]																																																																								
MEDIAN REMOVAL	13,328	SF	2,500	5	[Gantt chart bars]																																																																								
DRIVEWAY PAVEMENT REMOVAL	3,968	SY	1,000	4	[Gantt chart bars]																																																																								
EXCAVATION / UNSUITABLE REMOVAL	61,474	CY	2,500	25	[Gantt chart bars]																																																																								
FURNISHED EXCAVATION	19,019	CY	2,500	8	[Gantt chart bars]																																																																								
STORM SEWERS	12,642	LF	400	32	[Gantt chart bars]																																																																								
PIPE CULVERTS	1,200	LF	100	12	[Gantt chart bars]																																																																								
DRAINAGE STRUCTURES	226	EA	12	19	[Gantt chart bars]																																																																								
STORM SEWER REMOVAL	1,384	LF	300	5	[Gantt chart bars]																																																																								
FILL EXISTING STRUCTURES / REMOVAL	2	EA	3	1	[Gantt chart bars]																																																																								
PAVEMENT PATCHING	571	SY	200	3	[Gantt chart bars]																																																																								
CONDUIT INSTALL	12,728	FT	600	21	[Gantt chart bars]																																																																								
POROUS GRANULAR MATERIAL, SUBGRADE	3,055	CY	600	5	[Gantt chart bars]																																																																								
AGGREGATE SUBGRADE 12"	69,051	SY	3,500	20	[Gantt chart bars]																																																																								
SUB-BASE GRANULAR MATERIAL, 6"	71,936	SY	4,500	16	[Gantt chart bars]																																																																								
PCC PAVEMENT 10" JOINTED	48,306	SY	4,000	12	[Gantt chart bars]																																																																								
CONCRETE FOUNDATIONS	134	FT	40	3	[Gantt chart bars]																																																																								
HANDHOLES	32	EA	6	5	[Gantt chart bars]																																																																								
COMBINATION CONCRETE CURB AND GUTTER	21,884	LF	1,800	12	[Gantt chart bars]																																																																								
HMA PAVEMENT FULL DEPTH	9,665	SY	1,600	6	[Gantt chart bars]																																																																								
TEMPORARY PAVEMENT MARKING	64,658	FT	10,000	6	[Gantt chart bars]																																																																								
DRIVEWAY PAVEMENT	3,631	SY	500	7	[Gantt chart bars]																																																																								
PCC SIDEWALK	1,318	SF	1,500	1	[Gantt chart bars]																																																																								
CONCRETE MEDIANS	64,652	SF	5,000	13	[Gantt chart bars]																																																																								
SODDING	9,529	SY	1,000.0	10	[Gantt chart bars]																																																																								
SEEDING W/ BLANKET	12	AC	2.0	6	[Gantt chart bars]																																																																								
TREES	199	EA	20.0	10	[Gantt chart bars]																																																																								
DETECTOR LOOP	1,057	FT	200	5	[Gantt chart bars]																																																																								
PAVEMENT MARKING	25,573	LF	4,000	6	[Gantt chart bars]																																																																								
CLEANUP & PUNCHLIST	1	LS	0.07	15	[Gantt chart bars]																																																																								

**Civiltech Staffing:**

Staffing	Res. Engr.	Asst. R.E.	Doc. Engr.	Engr.	Technician - Engineer	Surveyor	Website Administrator	Design Engineer	Proj. Mngr.	James D. Ewers	Total	[Monthly Staffing Allocation]																																			
Martin F. Ebert	2,495										2,495	[Allocation]																																			
Assistant Engineer	2,255										2,255	[Allocation]																																			
Documentation Engineer	1,800										1,800	[Allocation]																																			
Inspector - Engineer	1,652										1,652	[Allocation]																																			
Technician - Engineer	0										0	[Allocation]																																			
Surveyor	320										320	[Allocation]																																			
Website Administrator	212										212	[Allocation]																																			
Design Engineer	64										64	[Allocation]																																			
Proj. Mngr.	78										78	[Allocation]																																			
James D. Ewers	8,876										8,876	[Allocation]																																			

## **PROJECT APPROACH (SCOPE OF SERVICES)**

Civiltech will provide a Resident Engineer, Assistant Resident Engineer, Documentation Engineer, Inspectors, and Surveyor as needed who are fully experienced in the administration of the contract work listed above. When the amount or type of work necessitates it, additional inspectors, designers, or structural engineers will be available. Our Resident Engineer will act as a liaison between McHenry County and the contractor, residents, business owners, and any other concerned party.

The Resident Engineer and Project Manager will be responsible for the timing of when additional inspectors are assigned while keeping the budget in mind. The Project Manager will also ensure the quality of our services and facilitate the multiple levels of coordination that are required for a project of this complexity. Our surveyor will be available for initial layout of control points and construction staking verification, and our Resident Engineer is also qualified to perform the layout. We agree with all the tasks listed in the County's General Scope of Services, and we would like to expand upon them in more detail.

## **COMMUNICATION / PUBLIC NOTIFICATION**

Public notification and communication will be critical for this improvement. Civiltech is committed to keeping all the involved parties fully informed so they can be contributing players. Proper notification will be accomplished with multiple forms of communication from changeable message signs along the project to informational flyers to what we consider the best communication which is face to face with the actual owners / operators of the individual properties.

### **Public Meetings**

We have had success on past projects with an informal open house style Public Meeting prior to construction. In order to keep the lines of communication with the businesses and residents fully open, we will host and / or participate in a Public Information Meeting before construction when the contractor and their schedule become known. An additional meeting between stages of construction or during the project's progress can also be included. Our designers, who have the most knowledge of this project, will be the main players at the Public Meetings. They will be able to best communicate what will be built, how it will be accomplished, and follow through with any commitments that have been made during the design process with those that are most affected. Our design team will make the proper introductions between our construction engineering team and their many involved parties and contacts. We will build on the contacts made at these meetings so that each property along the project is well informed and becomes a true stakeholder in the process. It is this personal contact that brought success to our former projects and will solve the coordination and information challenges of this improvement as well. When people understand what needs to happen in front of their property and how long each activity will last, they can better accommodate the work and still get their business done. We have received many compliments and "thank you's" from satisfied property owners who were truly part of the process. The inconvenience of the rehabilitation is greatly reduced when the stakeholder is working with us to determine the best solution.

### **Website**

Civiltech has developed and supported dynamic websites for previous projects, and will create one for this project. Of course the most important aspect of the webpage would be to announce construction alerts, stage changes, other news concerning the project, and be able to accept and answer questions regarding the improvement. We would keep the site updated with pertinent information and photos. It is an excellent and efficient tool for

spreading project status and keeping the public fully informed. We will have a person dedicated to maintaining the website with daily and even more frequent updates regarding the construction status. Our website administrator has the experience of properly running our existing project websites, and will help our resident engineer by keeping close contact regarding project status, and present the updates in an easy to understand format. The website administrator is not an engineer, and has a knack for converting what can sometimes be language that is too technical into layman's terms. If desired, social media will also be used to blast updates out to the project stakeholders who have signed up for the service. Visitors to the site will be able to contact our website administrator either over the internet or the provided phone number. We are committed to having a person answer the phone or call back within a very short time. A friendly voice on the end of the line is one of the most calming features of good communications. If the question cannot be answered immediately, our administrator will have the Resident Engineer contact the resident. The phone number of the Resident Engineer will be given out regardless of whether the question is answered immediately or not. The IL Route 31 Improvement website will be attractive and informative. Most visitors will be satisfied and have their questions answered on the spot through the ample amounts of project information that will be listed.

### **Individual Contact and Communication**

We will have one point of contact for the individual stakeholders along the project. That point of contact will be our Resident Engineer. This has proven to be very successful on past projects as the best way to keep everyone fully informed and a working partner on the improvement. Initial contact may come from the website, but once the representative from each property is known, our Resident Engineer will communicate all information regarding their portion of the project directly with them. We will communicate in detail what work will occur in front of their establishments, when to expect the work, and how long it will last. The schedule of the work is always a difficult item to nail down with contractors, so we will enforce that they provide realistic time frames for driveway access. Working with residents and individual business representatives to determine the best access and schedule for construction has been proven on our past projects to be the best method to make certain that their concerns are met and their operations run as smoothly as they can.

### **COORDINATION**

Our project team excels as liaisons between our clients and the multiple stakeholders of a project. We will coordinate all project issues with the involved parties and relate them back to the County for your information or approval. We understand that close communication with the County, residents, businesses, and IDOT is of the utmost importance. Our goal will be to preempt any calls to the County regarding the projects, since we would have already been in contact with that utility, property owner, business, developer, etc. We will update the County on the status of any issues and forward recommendations when needed. Our status updates will include any major project issues and their effect on the progress schedule.

Civiltech will hold progress meetings every week or as often as needed, depending on the amount of project activity. All concern parties will be invited. The contractors will be required to provide and discuss a two week look-ahead schedule. The first portion of the meeting will be devoted to the coordination of project work and schedule between all of the concerned participants, the contractor, County Departments, local Police and Fire Departments, and especially the County Division of Transportation. This is an invaluable tool to keep all informed, preempt initial calls to the County, and keep on track towards a successful completion of the projects. When concerns of the individual

parties have been satisfied, they may leave, and we will continue with more in depth project monitoring with the contractor regarding pay items, contract changes, staging, status of submittals, overall schedule, etc. We will work with the contractor to resolve all issues and keep the project moving forward. The actual progress of the project will be closely tracked as it compares with the overall project schedule. If a contractor falls behind, we will investigate and recommend possibilities to get back on schedule. Meeting minutes will be prepared, distributed to the appropriate parties, and filed in the project records. Civiltech's experience with bringing projects to a successful completion through our detailed construction inspection and administration services, as well as thorough coordination, has been proven on many of our past projects.

We have established relationships and coordination experience with IDOT, Algonquin, and many other agencies whose input will be needed to successfully complete this project. Our inspection abilities with regard to pavement reconstruction, undercuts for a stable base, under ground work, utility coordination, and many other roadway items have been proven over the years on multiple similar projects. Our true strength and experience shows best when we are solving unknown problems which arise on all projects.

## **CONSTRUCTION ENGINEERING SERVICES**

Civiltech's team will accomplish the goal of providing the excellent Construction Engineering Services for which we are known by using our typical project approach, which has brought us success on our past projects. Our project approach will be to divide the work into three phases:

- Pre-construction
- Construction
- Completion and Final

### **Pre-construction**

#### **Plan Review**

Civiltech will again perform a detailed constructability review of the plans and special provisions to determine if there are any potential conflicts that could be addressed and resolved before construction, and those changes will then be incorporated into the final engineering documents. Plan quantities and the viability of the Maintenance of Traffic plans are areas we thoroughly investigate to ensure a workable project.

#### **Stakeholder Coordination**

We will initiate and continue coordination with all stakeholders in the project including businesses, developers and their contractors, utilities, other agencies, and property owners. Pre-project field meetings will be held with any of the above mentioned entities necessary to resolve potential issues and keep them fully informed. All concerned parties would be encouraged to attend the Pre-construction Meeting which we could chair if needed.

#### **Contractors and Contacts**

A list of names, addresses, and telephone numbers (especially 24 hour emergency contact numbers) will be compiled and maintained for all contractors, subcontractors, material suppliers, and any others pertinent to the project. We will make recommendations to the County regarding the suitability of the proposed subcontractors.

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### **Traffic Staging Review**

The staging and maintenance of traffic drawings will be reviewed as they relate to field conditions. We will forward our comments to the contractor highlighting concerns that may limit traffic moving safely while the contractor has enough room to work.

### **Field Review**

We will thoroughly investigate the field conditions of the project exposing conflicts so that the proposed improvements can be constructed without them. The geometric control points will be set at this time as well. The erosion and sediment control plan will be reviewed to make certain that the proposed measures will be effective in the field, and we will confirm that the Notice of Intent has been completed and submitted to the Illinois Environmental Protection Agency.

### **Initial Documentation**

Field books, quantity book, diary, and all other forms of proper project documentation will be set up per IDOT Documentation Standards. Existing conditions photos will be taken. Important submittals will be requested from the contractor, and they will be required to show those submittals on their proposed schedule.

### **Progress Schedule Review**

We will review the contractor's proposed schedule for constructability, to verify that all controlling as well as major items, are shown within the context of the staging, and whether it is reasonable as compared to our experience with production rates.

## **Construction**

### **On Site Inspection**

Civiltech will perform all on site inspection of the contractors' work and operations enforcing compliance with the plans and specifications. Any variations found will either be corrected or a sound solution will be formulated and forwarded to the County for approval.

### **Individual Item Inspection**

Our project team has a vast amount of experience in P.C.C. jointed and bituminous pavement. We will conduct a pre-pour meeting to establish the best practices with the contractor reviewing the proper equipment needed, size of crew, rate of placement, and all other requirements including correct curing. Among all the requirements, we will focus on proper equipment especially the paving train and the vibration system used to achieve proper consolidation. The underground sewer and electrical work will be closely coordinated with the contractor and utilities, our abilities in this type of work will be evident as unknown conflicts that arise are quickly resolved. We are well versed in the installation of traffic signals, both permanent and temporary. Our abilities are enhanced by the powerful backup team of designers who are available should questions arise.

### **Layout Verification**

Our resident engineer or surveyor will verify the contractors' layout staking and their interpretation of the grades. Before any material is placed, a final review will be made checking that the proposed lines and grades have been met, make sense, and all transitions are smooth.

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### **Material Testing and Quality Assurance**

It is understood that the contractor will be performing Quality Control for the materials incorporated into this project. We will provide Quality Assurance for material inspection at HMA and PCC plants with our subconsultant **Midland Standard Engineering & Testing, Inc.** Reports will be completed daily. Our IDOT Level II trained resident engineer and assistant or our subconsultant will perform the on-site QA material testing. We have the knowledge and capability to respond quickly to any material problems that may arise. We will keep in constant communication so recommendations for changes if needed can be submitted and approved without delaying the project. Landscaping items will be coordinated with the County's representative. As always, any items lacking proper inspection from the contractor will be measured, but not paid. We will deliver updated holdback reports to the contractor so they know what is deficient and can re-familiarize themselves with what we have already instructed them is required for payment.

### **Project Documentation**

Civiltech will document all project activities daily in the diary, field books, and inspectors' daily reports with the Illinois Construction Records System (ICORS) since IDOT has trained and approved us to use it. Weekly reports of the project's progress will be forwarded to McHenry County and the contractor. These weekly reports will be one of the tools used to review the progress of the work with the contractor and what should be done to stay on schedule. Measurements of work completed will be documented daily, posted to the quantity book, and when possible, agreed to with the contractor.

### **Contract Changes**

No substantial changes in contract work or quantities will be done without the prior approval of McHenry County. We will investigate the reason for any change and forward our recommendations to the County for approval. As the County's representative and as part of our construction engineering services, our resident engineer will make decisions and interpretations regarding the improvement that do not substantially increase the cost or negatively affect its overall quality. We will keep the County informed of these decisions and, as mentioned above, seek their opinion on items that will impact the overall projects. Actual authorizations for change orders will include all necessary items and detailed reasons. We will maintain a record of the dollar total for all changes and provide direction toward keeping the costs within the budget.

### **Pay Estimates**

Pay estimates will be compiled regularly as a reasonable amount of work is completed, typically on a monthly basis. Only items that have been measured and thoroughly checked in the quantity book and IDR's will be placed on the estimates. The contractor will have an opportunity to review them as well before processing, but as stated before, no item will be paid without the proper material inspection.

### **Erosion Control Inspection**

Correct installation for all erosion and sediment control measures per the approved plan will be verified. The measures will be inspected weekly or after rain events. Incidents of Non-compliance will be documented and forwarded to the contractor for immediate repair and the IEPA. We will be adamant about the protection of wetlands and other sensitive areas and maintain close contacts with representatives for the US Army Corps of Engineers and the Soil and Water Conservation District.

### **Submittal Review**

Important submittals will be required from the contractor early on in the project and repeatedly requested if they are not received in a timely fashion. We will review them, return them to the contractor for any revisions, and forward them to the County with our recommendations for approval. A status file of submittals will be maintained for tracking purposes, and we will verify that what is shown in the approved submittal is incorporated into the project. Any contractor requests for information or changes will also be reviewed and recommendations given to County.

### **Traffic Control Inspection**

Civiltech will review the traffic control for correct installation. We will look for and enforce not only compliance with the traffic control standards, but keep an eye towards how it appears to the everyday motorists. It should be clear where to safely travel. The traffic control will be inspected at least twice a day and in actuality whenever we travel through the project. Night inspections for verifying equipment reflectivity, steady-burn light outages, striping, and after hours traffic safety will be performed regularly. We will keep McHenry County and the contractor informed of the traffic control status daily, document any deficiencies, and forward them onto the contractor for immediate action. Should the contractor fail to correct the deficiencies in a timely manner, they will be charged damages per the contract. We will closely monitor staging switches, and remind the contractor to post the “New Lanes Open, Stop Here” signs to protect the public from old travel habits. After careful consideration of the progress schedule and remaining work, we will recommend to the County and the contractor the most logical time to shut down for the winter. It should be clear where to travel through a project that is safely winterized. Vertical panels should replace barricades, pavement drop offs must be protected or eliminated, access to businesses and residences must be stabilized, and other equipment must be placed to not only protect travelers but also allow for snow removal operations.

### **Stakeholder Coordination / Progress Meetings**

We specialize in coordination between multiple entities, and we will conduct progress meetings during construction to help achieve the common goal of a successful project. More details of how we accomplish this task are described in the Project Coordination Section.

## **Completion and Final**

### **Final Phase**

Civiltech will monitor the project throughout the winter shut down and forward to the contractor for correction safety concerns that may arise such as traffic control. We will ready our forces and continue coordination much like it was described in the pre-construction portion of this proposal.

### **Contractor’s Punch-list**

We will enlist items from all those involved with the project. Then, after our detailed inspection and McHenry County’s full input, we will produce a final punch-list for the contractor to finish before the project will be considered complete. Constant communication and follow up with the contractor will be performed to ensure that all items and stakeholders are satisfied with the completed work. Only when all punch-list items are completed will we make recommendations to the County concerning final acceptance.

### **Final Inspection**

The final inspection for the project will be held when all items of the punch-list have been completed. We will conduct the final inspection with all interested parties present, most importantly the County’s representatives. Separate final inspections will be held when required by other agencies such as IDOT regarding the traffic signal turn on or lighting. The project’s Notice of Termination will be completed and forwarded to the IEPA.

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**Final Documentation**

All pay items will be final measured, calculated, and checked. They will be marked and posted as final on the IDR's and in the quantity book. Full backups for all ICORS documentation will be delivered. We will provide all backup documentation as well as the necessary cross referencing so the final quantities are clear and can be easily verified.

**Record Drawings**

The contractor's record drawings will be reviewed for accuracy and all dimensions shown will be verified. We will also provide a detailed set of "As Built" drawings for the County's permanent records. All changes will be noted and the drawings will be reproducible.

**Material Certification**

We will work closely with the contractor to resolve all the material deficiencies that may still be present on the holdback reports. Any material inspection required for quality assurance will be reviewed for accuracy and completeness. We are committed to resolving all material deficiencies. However, if after we do all we possibly can to help, and the contractor still cannot provide what is needed, those deficient items will not be paid.

**Final Pay Estimate**

Only after all final measurements have been verified and material inspection assured will we create the final pay estimate and forward it to the County for approval.

**Project Records**

Civiltech will compile all the project records in an orderly fashion. They will be labeled, arranged, and a table of contents provided for easy review. The completed set of records will be promptly submitted to McHenry County.

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6  
East Dundee, Illinois 60118  
(847) 844-1895 f(847) 844-3875

April 13, 2011

Mr. James D. Ewers, P.E.  
**Civiltech Engineering, Inc.**  
450 E. Devon Avenue  
Suite 300  
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services  
**Route 31 @ Klasen Road #96-00209-01-PV**  
McHenry County, Illinois

Dear Mr. Ewers:

We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in McHenry County, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for HMA pavements and portland cement concrete, field inspection of embankment fill, subgrade soils and backfill, laboratory testing and documentation required.

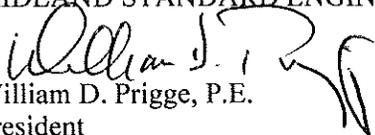
We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

It is our understanding that this work is anticipated for the 2012 construction season. We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Sincerely,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D. Prigge, P.E.  
President  
WDP/mlj

Attachment 1: Schedule of Services and Fees  
Attachment 1.1: Cost Estimate

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**  
**QUALITY ASSURANCE**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

**FOR**

**FAU Route 117 (IL Route 31) @ Klasen Road**  
**Section #96-00209-01-PV**  
**McHenry County, Illinois**

**PREPARED BY**  
**MIDLAND STANDARD ENGINEERING & TESTING, INC.**  
**EAST DUNDEE, ILLINOIS**

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

**BASIS OF RATES**

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.

ATTACHMENT 1 (CONT'D)

FEE SCHEDULE GENERAL INSPECTION AND TESTING

CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Engineering Technician-Level I/ACI Technician  
(MATERIAL TESTER 1)

We will provide the services of an Engineering Technician for a fee of..... \$ 96.00  
per hour. A four (4) hour minimum/ day is applicable

B. Engineering Technician Level II PCC Technician  
(MATERIAL TESTER 2)

We will provide the services of Level II Engineering Technician for a fee of..... \$ 101.00  
per hour. A four (4) hour minimum/ day is applicable

C. Engineering Technician- Level I BIT Technician  
(MATERIAL TESTER 1)

We will provide the services of an Engineering Technician for a fee of..... \$ 96.00  
per hour. A four (4) hour minimum/ day is applicable

D. Engineering Technician- Level II BIT Technician  
(MATERIAL TESTER 2)

We will provide the services of a Level II Engineering Technician for a fee of..... \$ 101.00  
per hour. A four (4) hour minimum/ day is applicable

E. Engineering Technician- Soils and Backfill  
(MATERIAL TESTER 2)

We will provide the services of a Soils Engineering Technician for a fee of..... \$ 101.00  
per hour. A four (4) hour minimum/ day is applicable

**ATTACHMENT 1 (CONT'D)**

**F. Engineering Services –All Projects**

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

PW Administrator.....	\$ 75.00
Field Engineer.....	\$ 95.00
Steel Inspector (Level II).....	\$ 90.00
Staff Engineer.....	\$ 90.00
Project Engineer .....	\$ 95.00
Project Manager or Materials Consultant, P.E.....	\$ 110.00
Geotechnical Engineer, P.E.....	\$ 125.00
Principal Engineer, P.E.....	\$ 145.00

**G. Laboratory Services**

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing at MSET, (Pick-up additional)	\$ 17.00 ea.
2. Flexural Strength tests of concrete beams, including reusable molds, curing at MSET and disposal, (Pick up additional)	\$ 50.00 ea.
3. Aggregate Gradation	
Dry Sieve Analysis.....	\$ 60.00 ea.
Washed Sieve Analysis.....	\$ 70.00 ea.
Hydrometer & Sieve Analysis.....	\$ 90.00 ea.
4. Atterberg Limits ASTM D4318.....	\$ 80.00 ea.
5. Theoretical Maximum Density ASTM D 2041	\$ 155.00 ea.
6. Asphalt Content by Reflux Extraction	\$ 100.00 ea.
7. Asphalt Content by Reflux Extraction with Gradation	\$ 165.00 ea.
8. Asphalt Content by Ignition Oven	\$ 100.00 ea.
9. Asphalt Content by Ignition Oven with Gradation	\$ 165.00 ea.
10. Bulk Specific Gravity of Gyratory Specimen	
a. (set of two) and air voids.....	\$ 315.00 ea.
11. Laboratory Compaction Characteristics Using Standard Effort ASTM D 698.....	\$ 155.00 ea.
12. Laboratory Compaction Characteristics Using Modified Effort ASTM D 1557.....	\$ 175.00 ea.

**H. Miscellaneous Services**

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite .....\$ 75.00 each

**NOTES TO FEE SCHEDULE**

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
  - First Shift - 6am-2pm, Rates x 1.0
  - Second Shift - 2pm-10pm, Rates x 1.10
  - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.40 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions. Additional copies will be billed at a rate of \$0.25 per sheet.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 3/1/13 and are based on our staffing conditions, current as of the date of this proposal.

FAU Route 117 (IL Route 31) at Klasen Road  
McHenry County, IL

Estimate of Testing & Inspection Costs					ATTACHMENT 1.1											LAB COST EXTENSION	WORK ITEM TOTAL		
WORK DESCRIPTION	TEST QTY	INSPECTION PERSONNEL REQUIREMENTS			COST EXTENSION	LABORATORY TESTING													
		PCC TESTER 1 (mandays)	HMA TESTER 1 (mandays)	MAT'L TESTER 2 (mandays)		Cylinders	Asphalt Content & Gradation	Gyratory Voids	Maximum Specific Gravity	Organic Content & pH	Wash Sieve	HMA Core Density	Standard Proctor	Hydrometer & Atterberg	Cylinder Pickup				
<b>Estimate of Testing &amp; Inspection Costs</b>																			
<b>EARTHWORK</b>																			
Earth Excavation/Fill	53,968 cu yd			12.0	\$9,696.00								3	3			\$975.00	\$10,671.00	
Furnished Excavation	19,019 cu yd																		
PGE, Subgrade	3,055 cu yd																		
Trench Backfill, Special	5,390 cu yd			2.0	\$1,616.00													\$1,616.00	
Aggregate Subgrade, 12"	69,051 sq yd			4.0	\$3,232.00													\$3,232.00	
Subbase Granular, Type B	71,936 sq yd			6.0	\$4,848.00													\$4,848.00	
Topssoil	7,506 cu yd																		
<b>CONCRETE</b>																			
397 Driveways (8")	1,788 sq yd	2.5			\$1,920.00	20												\$225.00	
37 HE Pavement, 10"	131 sq yd	0.5			\$384.00	4												\$250.00	
13382 PCC Pavement, 10" Jointed	48,175 sq yd	14.0			\$10,752.00	56												\$715.00	
1200 Curb and Gutter, B-6.24	21,613 lf	6.0			\$4,608.00	24												\$143.00	
10 Curb and Gutter, B-6.12	271 lf	0.5			\$384.00	4												\$143.00	
20 PCC Sidewalk (5")	1,318 sq ft	0.5			\$384.00	4												\$527.00	
571 Median, 4"	46,289 sq ft	1.0			\$768.00	8												\$2,002.00	
196 Median, B-6.12	10,621 sq ft	1.0			\$768.00	4												\$143.00	
104 Median B-6.24	5,667 sq ft	1.0			\$768.00	4												\$286.00	
Handholes	32 ea	1.0			\$768.00	4												\$143.00	
Foundations	134 ft	1.0			\$768.00	4												\$143.00	
<b>HMA PAVEMENT</b>																			
735 HMA Patches, 10"	1,326 sq yd		4.0		\$2,976.00		1	1	1				3					\$759.00	
531 Driveways, 6"	1,596 sq yd		1.0		\$744.00		1	1	1									\$645.00	
110 Driveways, 8"	247 sq yd		0.5		\$372.00													\$372.00	
306 HMA Shoulder, 6"	927 sq yd		1.0		\$744.00		1	1	1				3					\$759.00	
1064 HMA Pavement, FD, 6"	3,195 sq yd		1.0		\$744.00		2	2	2				10					\$1,670.00	
2596 HMA Pavement, FD, 9-1/2"	4,923 sq yd		2.0		\$1,488.00								10					\$380.00	
1202 HMA Pavement, FD, 14"	1,547 sq yd		1.0		\$744.00		2	2	2				10					\$1,670.00	
Surface Course-NS0	762 ton		1.0		\$744.00		1	1	1				5					\$835.00	
<b>SUBTOTAL TECHNICIANS</b>					\$50,220.00	136	8	8	8	1	1	41	4	4	33			\$12,955.00	\$63,175.00
		\$768.00 /dy	\$744.00 /dy	\$808.00 /dy	\$50,220.00	\$17.00 /ea	\$165.00 /ea	\$315.00 /ea	\$165.00 /ea	\$80.00 /ea	\$70.00 /ea	\$38.00 /ea	\$155.00 /ea	\$170.00 /ea	\$75.00 /ea				
		\$22,272.00	\$8,556.00	\$19,392.00	\$50,220.00	\$2,312.00	\$1,320.00	\$2,520.00	\$1,320.00	\$80.00	\$70.00	\$1,558.00	\$620.00	\$680.00	\$2,475.00			\$12,955.00	
<b>ALLOWANCE FOR ADDITIONAL ITEMS</b>																			
PCC Tester 1	56 hr.				\$7,526.40														
HMA Tester 1	30 hr.				\$3,906.00														
Material Tester 2	10 hr.				\$1,414.00														
PW Administration	0 hr.				\$0.00														
Field Engineer	24 hr.				\$2,280.00														
Project Engineer	16 hr.				\$1,760.00														
Principal Engineer	4 hr.				\$580.00														
subtotal of laboratory testing= \$12,955.00 subtotal of technician time= \$50,220.00 subtotal of additional allowances= \$17,466.40 <b>GRAND TOTAL w/additional allowance= \$80,641.40</b>																			

**RESOLUTION**  
**APPROVING AN INTERGOVERNMENTAL AGREEMENT**  
**WITH THE STATE OF ILLINOIS FOR THE CONSTRUCTION ENGINEERING AND**  
**CONSTRUCTION OF THE ILLINOIS ROUTE 31 AT VIRGINIA ROAD AND KLASEN**  
**ROAD PROJECT**

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

**WHEREAS**, McHenry County and the Illinois Department of Transportation have studied the Illinois Route 31 and Algonquin Road intersection extensively concluding the need to construct the Illinois Route 31 Western Algonquin Bypass which is part of the approved McHenry County Division of Transportation's FY 2011 to 2015 Highway Improvement Program; and

**WHEREAS**, part of the said improvements will include the improvement of the Illinois Route 31/Virginia Road/Klasen Road intersection; and

**WHEREAS**, the attached intergovernmental agreement between the State of Illinois and the County of McHenry defines the Local Agency participation where the County shall be reimbursed 100% for all costs for the improvement in accordance with 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 has been designated as Section 96-00209-01-PV; 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 Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois.

**DATED** at Woodstock, Illinois this 15<sup>th</sup> day of November, A.D., 2011.

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

ATTEST:

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

Local Agency	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant
McHenry County Division of Trans.		Civiltech Engineering, Inc.
County McHenry		Address 450 E Devon Avenue, Suite 300
Section 96-00209-01-PV		City Itasca
Project No. HPP-4064(003)		State Illinois
Job No. C-91-254-09		Zip Code 60143
Contact Name/Phone/E-mail Address Walter Dittrich; 815.334.4980 wrdittrich@co.mchenry.il.us	Contact Name/Phone/E-mail Address James D. Ewers; 630.773.3900 jewers@civiltechinc.com	

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 PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

**Regional Engineer**      Regional Engineer, Department of Transportation  
**Resident Engineer**    LA Employee directly responsible for construction of the PROJECT  
**Contractor**              Company or Companies to which the construction contract was awarded

**Project Description**

Name IL Route 31      Route FAU 117      Length 1.72 mi.      Structure No. N / A

Termini At Klasen Road & Virginia Road

Description: This is a roadway reconstruction project, and the work consists of reconstruction with P.C. concrete pavement, two new 12' lanes in each direction with left turn lanes, realignment of Virginia Road, an enclosed drainage system, traffic signals, full depth HMA pavement, curb & gutter, bike path, pavement markings, and all incidental and collateral work necessary to complete the project.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

**II. THE LA AGREES,**

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate             (Pay per element)

Lump Sum                 \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

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

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$1,006,777.00
Sub-Consultants:	TIN Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-4527015	\$80,641.00
Sub-Consultant Total:		\$80,641.00
Prime Consultant Total:		\$1,006,777.00
Total for all Work:		\$1,087,418.00

Executed by the LA:

McHenry County Division of Transportation  
 \_\_\_\_\_  
 (Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

County Clerk

Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

Civiltech Engineering, Inc.  
 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Vice President

Title: President

**Exhibit A - Construction Engineering**

Route: FAU 117 (IL Route 31) at Klasen & Virginia  
 Local Agency: McHenry County Division of Trans.  
 (Municipality/Township/County)  
 Section: 96-00209-01-PV  
 Project: HPP-4064(003)  
 Job No.: C-91-254-09

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

Overhead Rate (OH) 155.73 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**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
<div style="border: 1px solid black; padding: 20px; width: fit-content; margin: 0 auto;"> <p style="font-size: 24px; font-weight: bold; margin: 0;">See attached Cost Estimate of Consultant's Services</p> </div>									
<b>Totals</b>		0.00							

**COST ESTIMATE OF CONSTRUCTION SERVICES  
PHASE III ENGINEERING SERVICES  
IL Route 31 at Klasen Road & Virginia Road  
McHenry County Division of Transportation**

**Route:** IL Route 31 at Klasen Road & Virginia Road  
**Local Agency:** McHenry County Division of Transportation  
**Section No.:** 96-00209-01-PV  
**Project No.:** HPP-4064(003)  
**Job No.:** C-91-254-09  
**County:** McHenry

\*Includes annual increase for work in 2012  
\*\*Firm's approved Over Head rate on file with IDOT's Bureau of Accounting and Auditing is 155.73%.  
\*\*\*Labor x 0.145 x 2.5573 = Fixed Fee  
Complexity factor (R=0.00)

**Consultant: Civiltech Engineering, Inc.**

**Prepared: 4/18/2011**

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs; Overhead & Expenses** (Labor x 1.5573)	Profit*** (Labor x 0.3708)	TOTAL
Construction Engineering:	Res. Engr.	2,495	28.11%	\$ 45.85	\$ 114,396	\$ 178,149	\$ 42,418	\$ 334,963
	Asst. R.E.	2,255	25.41%	\$ 36.80	\$ 82,984	\$ 129,231	\$ 30,770	\$ 242,985
	Doc. Engr.	1,800	20.28%	\$ 29.55	\$ 53,190	\$ 82,833	\$ 19,723	\$ 155,746
	Engr.	1,652	18.61%	\$ 32.70	\$ 54,020	\$ 84,125	\$ 20,031	\$ 158,176
	Technician	0	0.00%	\$ 15.00	\$ -	\$ -	\$ -	\$ -
	Surveyor	320	3.61%	\$ 33.15	\$ 10,608	\$ 16,520	\$ 3,933	\$ 31,061
	Website Admnstr.	212	2.39%	\$ 26.40	\$ 5,597	\$ 8,716	\$ 2,075	\$ 16,388
	Design Mngr.	64	0.72%	\$ 56.00	\$ 3,584	\$ 5,581	\$ 1,329	\$ 10,494
	Proj. Mngr.	78	0.88%	\$ 63.00	\$ 4,914	\$ 7,653	\$ 1,822	\$ 14,389
								<b>SUBTOTAL</b>
								<b>\$ 964,202</b>
Direct Expenses:								
1.) Vehicle Expense (Mileage)								\$ 38,800
2.) Material Testing								\$ 80,641
3.) Printing Expense								\$ 875
4.) Photography								\$ 800
5.) Website								\$ 2,100
<b>TOTALS</b>		<b>8,876</b>	<b>100.00%</b>		<b>\$ 329,293</b>	<b>\$ 512,808</b>	<b>\$ 122,101</b>	<b>\$ 1,087,418</b>

- 1.) 970 Days @ \$40.00/Day
- 2.) Material Testing (Midland Standard Engineering & Testing, Inc.)
- 3.) Estimated printing expense for Record Drawings
- 4.) Estimated photography expense
- 5.) Website domain & costs



## IL Route 31 at Klasen Road & Virginia Road Summary of Direct Costs

**Route:** IL Route 31 at Klasen Road & Virginia Road  
**Local Agency:** McHenry County Division of Transportation  
**Section:** 96-00209-01-PV  
**Proj. No.:** HPP-4064(003)  
**Job No.:** C-91-254-09  
**County:** McHenry  
**Contract No.:** 63553

### Direct Costs:

#### Printing Expense

Assume 3 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 235 sheets/set X \$0.66 per sheet = \$465.30

Mylars: 1 set X 235 sheets/set X \$1.75 per sheet = \$411.25

Total = \$876.55

**Say: \$875.00**

#### Photography Expense

Assume 80 sets of developed digital pictures @ \$10.00 ea. = \$800.00

**Total: \$800.00**



## **PROJECT APPROACH (SCOPE OF SERVICES)**

Civiltech will provide a Resident Engineer, Assistant Resident Engineer, Documentation Engineer, Inspectors, and Surveyor as needed who are fully experienced in the administration of the contract work listed above. When the amount or type of work necessitates it, additional inspectors, designers, or structural engineers will be available. Our Resident Engineer will act as a liaison between McHenry County and the contractor, residents, business owners, and any other concerned party.

The Resident Engineer and Project Manager will be responsible for the timing of when additional inspectors are assigned while keeping the budget in mind. The Project Manager will also ensure the quality of our services and facilitate the multiple levels of coordination that are required for a project of this complexity. Our surveyor will be available for initial layout of control points and construction staking verification, and our Resident Engineer is also qualified to perform the layout. We agree with all the tasks listed in the County's General Scope of Services, and we would like to expand upon them in more detail.

## **COMMUNICATION / PUBLIC NOTIFICATION**

Public notification and communication will be critical for this improvement. Civiltech is committed to keeping all the involved parties fully informed so they can be contributing players. Proper notification will be accomplished with multiple forms of communication from changeable message signs along the project to informational flyers to what we consider the best communication which is face to face with the actual owners / operators of the individual properties.

### **Public Meetings**

We have had success on past projects with an informal open house style Public Meeting prior to construction. In order to keep the lines of communication with the businesses and residents fully open, we will host and / or participate in a Public Information Meeting before construction when the contractor and their schedule become known. An additional meeting between stages of construction or during the project's progress can also be included. Our designers, who have the most knowledge of this project, will be the main players at the Public Meetings. They will be able to best communicate what will be built, how it will be accomplished, and follow through with any commitments that have been made during the design process with those that are most affected. Our design team will make the proper introductions between our construction engineering team and their many involved parties and contacts. We will build on the contacts made at these meetings so that each property along the project is well informed and becomes a true stakeholder in the process. It is this personal contact that brought success to our former projects and will solve the coordination and information challenges of this improvement as well. When people understand what needs to happen in front of their property and how long each activity will last, they can better accommodate the work and still get their business done. We have received many compliments and "thank you's" from satisfied property owners who were truly part of the process. The inconvenience of the rehabilitation is greatly reduced when the stakeholder is working with us to determine the best solution.

### **Website**

Civiltech has developed and supported dynamic websites for previous projects, and will create one for this project. Of course the most important aspect of the webpage would be to announce construction alerts, stage changes, other news concerning the project, and be able to accept and answer questions regarding the improvement. We would keep the site updated with pertinent information and photos. It is an excellent and efficient tool for

spreading project status and keeping the public fully informed. We will have a person dedicated to maintaining the website with daily and even more frequent updates regarding the construction status. Our website administrator has the experience of properly running our existing project websites, and will help our resident engineer by keeping close contact regarding project status, and present the updates in an easy to understand format. The website administrator is not an engineer, and has a knack for converting what can sometimes be language that is too technical into layman's terms. If desired, social media will also be used to blast updates out to the project stakeholders who have signed up for the service. Visitors to the site will be able to contact our website administrator either over the internet or the provided phone number. We are committed to having a person answer the phone or call back within a very short time. A friendly voice on the end of the line is one of the most calming features of good communications. If the question cannot be answered immediately, our administrator will have the Resident Engineer contact the resident. The phone number of the Resident Engineer will be given out regardless of whether the question is answered immediately or not. The IL Route 31 Improvement website will be attractive and informative. Most visitors will be satisfied and have their questions answered on the spot through the ample amounts of project information that will be listed.

### **Individual Contact and Communication**

We will have one point of contact for the individual stakeholders along the project. That point of contact will be our Resident Engineer. This has proven to be very successful on past projects as the best way to keep everyone fully informed and a working partner on the improvement. Initial contact may come from the website, but once the representative from each property is known, our Resident Engineer will communicate all information regarding their portion of the project directly with them. We will communicate in detail what work will occur in front of their establishments, when to expect the work, and how long it will last. The schedule of the work is always a difficult item to nail down with contractors, so we will enforce that they provide realistic time frames for driveway access. Working with residents and individual business representatives to determine the best access and schedule for construction has been proven on our past projects to be the best method to make certain that their concerns are met and their operations run as smoothly as they can.

### **COORDINATION**

Our project team excels as liaisons between our clients and the multiple stakeholders of a project. We will coordinate all project issues with the involved parties and relate them back to the County for your information or approval. We understand that close communication with the County, residents, businesses, and IDOT is of the utmost importance. Our goal will be to preempt any calls to the County regarding the projects, since we would have already been in contact with that utility, property owner, business, developer, etc. We will update the County on the status of any issues and forward recommendations when needed. Our status updates will include any major project issues and their effect on the progress schedule.

Civiltech will hold progress meetings every week or as often as needed, depending on the amount of project activity. All concern parties will be invited. The contractors will be required to provide and discuss a two week look-ahead schedule. The first portion of the meeting will be devoted to the coordination of project work and schedule between all of the concerned participants, the contractor, County Departments, local Police and Fire Departments, and especially the County Division of Transportation. This is an invaluable tool to keep all informed, preempt initial calls to the County, and keep on track towards a successful completion of the projects. When concerns of the individual

parties have been satisfied, they may leave, and we will continue with more in depth project monitoring with the contractor regarding pay items, contract changes, staging, status of submittals, overall schedule, etc. We will work with the contractor to resolve all issues and keep the project moving forward. The actual progress of the project will be closely tracked as it compares with the overall project schedule. If a contractor falls behind, we will investigate and recommend possibilities to get back on schedule. Meeting minutes will be prepared, distributed to the appropriate parties, and filed in the project records. Civiltech's experience with bringing projects to a successful completion through our detailed construction inspection and administration services, as well as thorough coordination, has been proven on many of our past projects.

We have established relationships and coordination experience with IDOT, Algonquin, and many other agencies whose input will be needed to successfully complete this project. Our inspection abilities with regard to pavement reconstruction, undercuts for a stable base, under ground work, utility coordination, and many other roadway items have been proven over the years on multiple similar projects. Our true strength and experience shows best when we are solving unknown problems which arise on all projects.

## **CONSTRUCTION ENGINEERING SERVICES**

Civiltech's team will accomplish the goal of providing the excellent Construction Engineering Services for which we are known by using our typical project approach, which has brought us success on our past projects. Our project approach will be to divide the work into three phases:

- Pre-construction
- Construction
- Completion and Final

### **Pre-construction**

#### **Plan Review**

Civiltech will again perform a detailed constructability review of the plans and special provisions to determine if there are any potential conflicts that could be addressed and resolved before construction, and those changes will then be incorporated into the final engineering documents. Plan quantities and the viability of the Maintenance of Traffic plans are areas we thoroughly investigate to ensure a workable project.

#### **Stakeholder Coordination**

We will initiate and continue coordination with all stakeholders in the project including businesses, developers and their contractors, utilities, other agencies, and property owners. Pre-project field meetings will be held with any of the above mentioned entities necessary to resolve potential issues and keep them fully informed. All concerned parties would be encouraged to attend the Pre-construction Meeting which we could chair if needed.

#### **Contractors and Contacts**

A list of names, addresses, and telephone numbers (especially 24 hour emergency contact numbers) will be compiled and maintained for all contractors, subcontractors, material suppliers, and any others pertinent to the project. We will make recommendations to the County regarding the suitability of the proposed subcontractors.

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### **Traffic Staging Review**

The staging and maintenance of traffic drawings will be reviewed as they relate to field conditions. We will forward our comments to the contractor highlighting concerns that may limit traffic moving safely while the contractor has enough room to work.

### **Field Review**

We will thoroughly investigate the field conditions of the project exposing conflicts so that the proposed improvements can be constructed without them. The geometric control points will be set at this time as well. The erosion and sediment control plan will be reviewed to make certain that the proposed measures will be effective in the field, and we will confirm that the Notice of Intent has been completed and submitted to the Illinois Environmental Protection Agency.

### **Initial Documentation**

Field books, quantity book, diary, and all other forms of proper project documentation will be set up per IDOT Documentation Standards. Existing conditions photos will be taken. Important submittals will be requested from the contractor, and they will be required to show those submittals on their proposed schedule.

### **Progress Schedule Review**

We will review the contractor's proposed schedule for constructability, to verify that all controlling as well as major items, are shown within the context of the staging, and whether it is reasonable as compared to our experience with production rates.

## **Construction**

### **On Site Inspection**

Civiltech will perform all on site inspection of the contractors' work and operations enforcing compliance with the plans and specifications. Any variations found will either be corrected or a sound solution will be formulated and forwarded to the County for approval.

### **Individual Item Inspection**

Our project team has a vast amount of experience in P.C.C. jointed and bituminous pavement. We will conduct a pre-pour meeting to establish the best practices with the contractor reviewing the proper equipment needed, size of crew, rate of placement, and all other requirements including correct curing. Among all the requirements, we will focus on proper equipment especially the paving train and the vibration system used to achieve proper consolidation. The underground sewer and electrical work will be closely coordinated with the contractor and utilities, our abilities in this type of work will be evident as unknown conflicts that arise are quickly resolved. We are well versed in the installation of traffic signals, both permanent and temporary. Our abilities are enhanced by the powerful backup team of designers who are available should questions arise.

### **Layout Verification**

Our resident engineer or surveyor will verify the contractors' layout staking and their interpretation of the grades. Before any material is placed, a final review will be made checking that the proposed lines and grades have been met, make sense, and all transitions are smooth.

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### **Material Testing and Quality Assurance**

It is understood that the contractor will be performing Quality Control for the materials incorporated into this project. We will provide Quality Assurance for material inspection at HMA and PCC plants with our subconsultant **Midland Standard Engineering & Testing, Inc.** Reports will be completed daily. Our IDOT Level II trained resident engineer and assistant or our subconsultant will perform the on-site QA material testing. We have the knowledge and capability to respond quickly to any material problems that may arise. We will keep in constant communication so recommendations for changes if needed can be submitted and approved without delaying the project. Landscaping items will be coordinated with the County's representative. As always, any items lacking proper inspection from the contractor will be measured, but not paid. We will deliver updated holdback reports to the contractor so they know what is deficient and can re-familiarize themselves with what we have already instructed them is required for payment.

### **Project Documentation**

Civiltech will document all project activities daily in the diary, field books, and inspectors' daily reports with the Illinois Construction Records System (ICORS) since IDOT has trained and approved us to use it. Weekly reports of the project's progress will be forwarded to McHenry County and the contractor. These weekly reports will be one of the tools used to review the progress of the work with the contractor and what should be done to stay on schedule. Measurements of work completed will be documented daily, posted to the quantity book, and when possible, agreed to with the contractor.

### **Contract Changes**

No substantial changes in contract work or quantities will be done without the prior approval of McHenry County. We will investigate the reason for any change and forward our recommendations to the County for approval. As the County's representative and as part of our construction engineering services, our resident engineer will make decisions and interpretations regarding the improvement that do not substantially increase the cost or negatively affect its overall quality. We will keep the County informed of these decisions and, as mentioned above, seek their opinion on items that will impact the overall projects. Actual authorizations for change orders will include all necessary items and detailed reasons. We will maintain a record of the dollar total for all changes and provide direction toward keeping the costs within the budget.

### **Pay Estimates**

Pay estimates will be compiled regularly as a reasonable amount of work is completed, typically on a monthly basis. Only items that have been measured and thoroughly checked in the quantity book and IDR's will be placed on the estimates. The contractor will have an opportunity to review them as well before processing, but as stated before, no item will be paid without the proper material inspection.

### **Erosion Control Inspection**

Correct installation for all erosion and sediment control measures per the approved plan will be verified. The measures will be inspected weekly or after rain events. Incidents of Non-compliance will be documented and forwarded to the contractor for immediate repair and the IEPA. We will be adamant about the protection of wetlands and other sensitive areas and maintain close contacts with representatives for the US Army Corps of Engineers and the Soil and Water Conservation District.

### **Submittal Review**

Important submittals will be required from the contractor early on in the project and repeatedly requested if they are not received in a timely fashion. We will review them, return them to the contractor for any revisions, and forward them to the County with our recommendations for approval. A status file of submittals will be maintained for tracking purposes, and we will verify that what is shown in the approved submittal is incorporated into the project. Any contractor requests for information or changes will also be reviewed and recommendations given to County.

### **Traffic Control Inspection**

Civiltech will review the traffic control for correct installation. We will look for and enforce not only compliance with the traffic control standards, but keep an eye towards how it appears to the everyday motorists. It should be clear where to safely travel. The traffic control will be inspected at least twice a day and in actuality whenever we travel through the project. Night inspections for verifying equipment reflectivity, steady-burn light outages, striping, and after hours traffic safety will be performed regularly. We will keep McHenry County and the contractor informed of the traffic control status daily, document any deficiencies, and forward them onto the contractor for immediate action. Should the contractor fail to correct the deficiencies in a timely manner, they will be charged damages per the contract. We will closely monitor staging switches, and remind the contractor to post the “New Lanes Open, Stop Here” signs to protect the public from old travel habits. After careful consideration of the progress schedule and remaining work, we will recommend to the County and the contractor the most logical time to shut down for the winter. It should be clear where to travel through a project that is safely winterized. Vertical panels should replace barricades, pavement drop offs must be protected or eliminated, access to businesses and residences must be stabilized, and other equipment must be placed to not only protect travelers but also allow for snow removal operations.

### **Stakeholder Coordination / Progress Meetings**

We specialize in coordination between multiple entities, and we will conduct progress meetings during construction to help achieve the common goal of a successful project. More details of how we accomplish this task are described in the Project Coordination Section.

## **Completion and Final**

### **Final Phase**

Civiltech will monitor the project throughout the winter shut down and forward to the contractor for correction safety concerns that may arise such as traffic control. We will ready our forces and continue coordination much like it was described in the pre-construction portion of this proposal.

### **Contractor’s Punch-list**

We will enlist items from all those involved with the project. Then, after our detailed inspection and McHenry County’s full input, we will produce a final punch-list for the contractor to finish before the project will be considered complete. Constant communication and follow up with the contractor will be performed to ensure that all items and stakeholders are satisfied with the completed work. Only when all punch-list items are completed will we make recommendations to the County concerning final acceptance.

### **Final Inspection**

The final inspection for the project will be held when all items of the punch-list have been completed. We will conduct the final inspection with all interested parties present, most importantly the County’s representatives. Separate final inspections will be held when required by other agencies such as IDOT regarding the traffic signal turn on or lighting. The project’s Notice of Termination will be completed and forwarded to the IEPA.

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**Final Documentation**

All pay items will be final measured, calculated, and checked. They will be marked and posted as final on the IDR's and in the quantity book. Full backups for all ICORS documentation will be delivered. We will provide all backup documentation as well as the necessary cross referencing so the final quantities are clear and can be easily verified.

**Record Drawings**

The contractor's record drawings will be reviewed for accuracy and all dimensions shown will be verified. We will also provide a detailed set of "As Built" drawings for the County's permanent records. All changes will be noted and the drawings will be reproducible.

**Material Certification**

We will work closely with the contractor to resolve all the material deficiencies that may still be present on the holdback reports. Any material inspection required for quality assurance will be reviewed for accuracy and completeness. We are committed to resolving all material deficiencies. However, if after we do all we possibly can to help, and the contractor still cannot provide what is needed, those deficient items will not be paid.

**Final Pay Estimate**

Only after all final measurements have been verified and material inspection assured will we create the final pay estimate and forward it to the County for approval.

**Project Records**

Civiltech will compile all the project records in an orderly fashion. They will be labeled, arranged, and a table of contents provided for easy review. The completed set of records will be promptly submitted to McHenry County.

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive Unit 6  
East Dundee, Illinois 60118  
(847) 844-1895 f(847) 844-3875

April 13, 2011

Mr. James D. Ewers, P.E.  
**Civiltech Engineering, Inc.**  
450 E. Devon Avenue  
Suite 300  
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services  
**Route 31 @ Klasen Road #96-00209-01-PV**  
McHenry County, Illinois

Dear Mr. Ewers:

We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in McHenry County, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for HMA pavements and portland cement concrete, field inspection of embankment fill, subgrade soils and backfill, laboratory testing and documentation required.

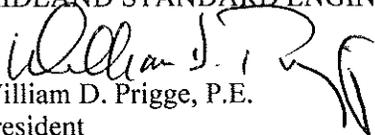
We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

It is our understanding that this work is anticipated for the 2012 construction season. We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Sincerely,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.

  
William D. Prigge, P.E.  
President  
WDP/mlj

Attachment 1: Schedule of Services and Fees  
Attachment 1.1: Cost Estimate

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**  
**QUALITY ASSURANCE**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

**FOR**

**FAU Route 117 (IL Route 31) @ Klasen Road**  
**Section #96-00209-01-PV**  
**McHenry County, Illinois**

**PREPARED BY**  
**MIDLAND STANDARD ENGINEERING & TESTING, INC.**  
**EAST DUNDEE, ILLINOIS**

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

**BASIS OF RATES**

**SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1**

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

Our field people are quoted on a time basis, which includes being fully equipped and expendable supplies.

ATTACHMENT 1 (CONT'D)

FEE SCHEDULE GENERAL INSPECTION AND TESTING

CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Engineering Technician-Level I/ACI Technician  
*(MATERIAL TESTER 1)*

We will provide the services of an Engineering Technician for a fee of..... \$ 96.00  
per hour. A four (4) hour minimum/ day is applicable

B. Engineering Technician Level II PCC Technician  
*(MATERIAL TESTER 2)*

We will provide the services of Level II Engineering Technician for a fee of..... \$ 101.00  
per hour. A four (4) hour minimum/ day is applicable

C. Engineering Technician- Level I BIT Technician  
*(MATERIAL TESTER 1)*

We will provide the services of an Engineering Technician for a fee of..... \$ 96.00  
per hour. A four (4) hour minimum/ day is applicable

D. Engineering Technician- Level II BIT Technician  
*(MATERIAL TESTER 2)*

We will provide the services of a Level II Engineering Technician for a fee of..... \$ 101.00  
per hour. A four (4) hour minimum/ day is applicable

E. Engineering Technician- Soils and Backfill  
*(MATERIAL TESTER 2)*

We will provide the services of a Soils Engineering Technician for a fee of..... \$ 101.00  
per hour. A four (4) hour minimum/ day is applicable

**ATTACHMENT 1 (CONT'D)**

**F. Engineering Services –All Projects**

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

PW Administrator.....	\$ 75.00
Field Engineer.....	\$ 95.00
Steel Inspector (Level II).....	\$ 90.00
Staff Engineer.....	\$ 90.00
Project Engineer .....	\$ 95.00
Project Manager or Materials Consultant, P.E.....	\$ 110.00
Geotechnical Engineer, P.E.....	\$ 125.00
Principal Engineer, P.E.....	\$ 145.00

**G. Laboratory Services**

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing at MSET, (Pick-up additional)	\$ 17.00 ea.
2. Flexural Strength tests of concrete beams, including reusable molds, curing at MSET and disposal, (Pick up additional)	\$ 50.00 ea.
3. Aggregate Gradation	
Dry Sieve Analysis.....	\$ 60.00 ea.
Washed Sieve Analysis.....	\$ 70.00 ea.
Hydrometer & Sieve Analysis.....	\$ 90.00 ea.
4. Atterberg Limits ASTM D4318.....	\$ 80.00 ea.
5. Theoretical Maximum Density ASTM D 2041	\$ 155.00 ea.
6. Asphalt Content by Reflux Extraction	\$ 100.00 ea.
7. Asphalt Content by Reflux Extraction with Gradation	\$ 165.00 ea.
8. Asphalt Content by Ignition Oven	\$ 100.00 ea.
9. Asphalt Content by Ignition Oven with Gradation	\$ 165.00 ea.
10. Bulk Specific Gravity of Gyratory Specimen	
a. (set of two) and air voids.....	\$ 315.00 ea.
11. Laboratory Compaction Characteristics Using Standard Effort ASTM D 698.....	\$ 155.00 ea.
12. Laboratory Compaction Characteristics Using Modified Effort ASTM D 1557.....	\$ 175.00 ea.

**H. Miscellaneous Services**

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite .....\$ 75.00 each

**NOTES TO FEE SCHEDULE**

1. a. Personnel rates quoted are based on rates quoted above are based on first shift work days, Monday through Friday, and up to 8 hours, per man, per day. Shift differentials are applied to straight time rates as follows:
  - First Shift - 6am-2pm, Rates x 1.0
  - Second Shift - 2pm-10pm, Rates x 1.10
  - Third Shift - 10pm-6am, Rates x 1.25Shift rate differentials are determined by the starting time of the inspection shift.
- b. Overtime rates are applicable to all work per man, over 8 hours per day, on Saturdays, Sundays and holidays. Overtime rates are 1.40 times the applicable straight time rate, (after applying the shift differential). An eight (8) hour minimum daily charge applies for second shift, third shift, weekend and holiday work.
- c. An overtime multiplier of 1.5 times the listed rates may be applied for laboratory testing such as concrete strength testing conducted outside of normal business hours, if required on a job to job basis.
2. Personnel rates are billed portal to portal from our East Dundee facilities. For full time assignments we will attempt to assign personnel to report directly to the job site.
3. Invoices will be submitted once a month for services rendered during the prior month.
4. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions. Additional copies will be billed at a rate of \$0.25 per sheet.
5. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 3/1/13 and are based on our staffing conditions, current as of the date of this proposal.

FAU Route 117 (IL Route 31) at Klasen Road  
McHenry County, IL

Estimate of Testing & Inspection Costs					ATTACHMENT 1.1											LAB COST EXTENSION	WORK ITEM TOTAL		
WORK DESCRIPTION	TEST QTY	INSPECTION PERSONNEL REQUIREMENTS			COST EXTENSION	LABORATORY TESTING													
		PCC TESTER 1 (mandays)	HMA TESTER 1 (mandays)	MAT'L TESTER 2 (mandays)		Cylinders	Asphalt Content & Gradation	Gyratory Voids	Maximum Specific Gravity	Organic Content & pH	Wash Sieve	HMA Core Density	Standard Proctor	Hydrometer & Atterberg	Cylinder Pickup				
<b>Estimate of Testing &amp; Inspection Costs</b>																			
<b>EARTHWORK</b>																			
Earth Excavation/Fill	53,968 cu yd			12.0	\$9,696.00								3	3			\$975.00	\$10,671.00	
Furnished Excavation	19,019 cu yd																		
PGE, Subgrade	3,055 cu yd																		
Trench Backfill, Special	5,390 cu yd			2.0	\$1,616.00													\$1,616.00	
Aggregate Subgrade, 12"	69,051 sq yd			4.0	\$3,232.00													\$3,232.00	
Subbase Granular, Type B	71,936 sq yd			6.0	\$4,848.00													\$4,848.00	
Topssoil	7,506 cu yd													1	1			\$225.00	
<b>CONCRETE</b>																			
397 Driveways (8")	1,788 sq yd	2.5			\$1,920.00	20												\$250.00	
37 HE Pavement, 10"	131 sq yd	0.5			\$384.00	4												\$715.00	
13382 PCC Pavement, 10" Jointed	48,175 sq yd	14.0			\$10,752.00	56												\$143.00	
1200 Curb and Gutter, B-6.24	21,613 lf	6.0			\$4,608.00	24												\$2,002.00	
10 Curb and Gutter, B-6.12	271 lf	0.5			\$384.00	4												\$143.00	
20 PCC Sidewalk (5")	1,318 sq ft	0.5			\$384.00	4												\$68.00	
571 Median, 4"	46,289 sq ft	1.0			\$768.00	8												\$858.00	
196 Median, B-6.12	10,621 sq ft	1.0			\$768.00	4												\$68.00	
104 Median B-6.24	5,667 sq ft	1.0			\$768.00	4												\$286.00	
Handholes	32 ea	1.0			\$768.00	4												\$143.00	
Foundations	134 ft	1.0			\$768.00	4												\$143.00	
<b>HMA PAVEMENT</b>																			
735 HMA Patches, 10"	1,326 sq yd		4.0		\$2,976.00		1	1	1				3					\$759.00	
531 Driveways, 6"	1,596 sq yd		1.0		\$744.00		1	1	1									\$645.00	
110 Driveways, 8"	247 sq yd		0.5		\$372.00													\$372.00	
306 HMA Shoulder, 6"	927 sq yd		1.0		\$744.00		1	1	1				3					\$759.00	
1064 HMA Pavement, FD, 6"	3,195 sq yd		1.0		\$744.00		2	2	2				10					\$1,670.00	
2596 HMA Pavement, FD, 9-1/2"	4,923 sq yd		2.0		\$1,488.00								10					\$380.00	
1202 HMA Pavement, FD, 14"	1,547 sq yd		1.0		\$744.00		2	2	2				10					\$1,670.00	
Surface Course-NS0	762 ton		1.0		\$744.00		1	1	1				5					\$835.00	
<b>SUBTOTAL TECHNICIANS</b>					\$50,220.00	136	8	8	8	1	1	41	4	4	33			\$12,955.00	\$63,175.00
		\$768.00 /dy	\$744.00 /dy	\$808.00 /dy	\$50,220.00	\$17.00 /ea	\$165.00 /ea	\$315.00 /ea	\$165.00 /ea	\$80.00 /ea	\$70.00 /ea	\$38.00 /ea	\$155.00 /ea	\$170.00 /ea	\$75.00 /ea				
		\$22,272.00	\$8,556.00	\$19,392.00	\$50,220.00	\$2,312.00	\$1,320.00	\$2,520.00	\$1,320.00	\$80.00	\$70.00	\$1,558.00	\$620.00	\$680.00	\$2,475.00			\$12,955.00	
<b>ALLOWANCE FOR ADDITIONAL ITEMS</b>																			
PCC Tester 1	56 hr.				\$7,526.40														
HMA Tester 1	30 hr.				\$3,906.00														
Material Tester 2	10 hr.				\$1,414.00														
PW Administration	0 hr.				\$0.00														
Field Engineer	24 hr.				\$2,280.00														
Project Engineer	16 hr.				\$1,760.00														
Principal Engineer	4 hr.				\$580.00														
subtotal of laboratory testing= \$12,955.00 subtotal of technician time= \$50,220.00 subtotal of additional allowances= \$17,466.40 <b>GRAND TOTAL w/additional allowance= \$80,641.40</b>																			

**RESOLUTION  
SETTING THE 2012 MEETING DATES FOR THE TRANSPORTATION  
COMMITTEE**

**WHEREAS**, the McHenry County Board requests that the dates for holding the regular meetings of the Transportation Committee 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 Transportation Committee to be held in the Division of Transportation Conference Room, 16111 Nelson Road, Woodstock, Illinois for the year 2012 as follows:

Wednesday, January 4, 2012	8:15 a.m.
Wednesday, January 18, 2012	8:15 a.m.
Wednesday, February 1, 2012	8:15 a.m.
Wednesday, February 15, 2012	8:15 a.m.
Wednesday, March 7, 2012	8:15 a.m.
Wednesday, March 21, 2012	8:15 a.m.
Wednesday, April 4, 2012	8:15 a.m.
Wednesday, April 18, 2012	8:15 a.m.
Wednesday, May 2, 2012	8:15 a.m.
Wednesday, May 16, 2012	8:15 a.m.
Wednesday, June 6, 2012	8:15 a.m.
Wednesday, June 20, 2012	8:15 a.m.
Wednesday, July 18, 2012	8:15 a.m.
Wednesday, August 1, 2012	8:15 a.m.
Wednesday, August 15, 2012	8:15 a.m.
Wednesday, September 5, 2012	8:15 a.m.
Wednesday, September 19, 2012	8:15 a.m.
Wednesday, October 3, 2012	8:15 a.m.
Wednesday, October 17, 2012	8:15 a.m.
Wednesday, November 7, 2012	8:15 a.m.
Wednesday, November 21, 2012	8:15 a.m.
Wednesday, December 5, 2012	8:15 a.m.
Wednesday, December 19, 2012	8:15 a.m.

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

**DATED** at Woodstock, Illinois, this 15<sup>th</sup> day of November, A.D., 2011.

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

ATTEST:

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