



# **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 16, 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 November 2, 2011
- 4.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT AND APPROPRIATING FUNDS FOR THE NOE ROAD TOWNSHIP BRIDGE PROJECT**
- 5.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR THE NOE ROAD TOWNSHIP BRIDGE PROJECT**
- 6.0 RESOLUTION ADOPTING MCHENRY COUNTY SNOW & ICE CONTROL POLICY**
- 7.0 RESOLUTION APPROPRIATING FUNDS FOR ICE CONTROL MAINTENANCE MATERIALS**
- 8.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR THE MODERNIZATION AND MAINTENANCE OF TRAFFIC SIGNALS FOR VARIOUS COUNTY/STATE ROUTE INTERSECTIONS**
- 9.0 RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS UNDER THE ILLINOIS HIGHWAY CODE IN COMPLIANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION**
- 10.0 PROJECT STATUS REPORT**
- 11.0 OLD / NEW BUSINESS**
  - 11.05 Old Business
  - 11.10 New Business
- 12.0 EXECUTIVE SESSION**
  - 12.05 Meeting Minutes, Land Acquisition, and Pending Litigation
- 13.0 MEMBER COMMENTS**
- 14.0 NEXT MEETING DATE & LOCATION**
  - 14.05 8:15 A.M. on December 7, 2011 – Division of Transportation
- 15.0 ADJOURNMENT**

**Transportation Committee  
Meeting Minutes  
Wednesday, November 2, 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, Paula Yensen, Virginia Peschke, Scott Breeden and Nick Provenzano

**MEMBERS NOT IN ATTENDANCE**

Sandra Salgado

Mr. Provenzano arrived at 8:20 A.M.

**OTHER ATTENDEES**

In attendance were: Ken Koehler, County Board Chairman; Ersel Schuster, County Board; Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Sarah Jansen, State's Attorney Office (SAO); Jeff Young, Division of Transportation, Assistant County Engineer; Wally Dittrich, Division of Transportation, Design Manager; Charlie Eldredge, McHenry County Economic Development Corporation (MCEDC); Eric Morimoto, City of Crystal Lake; John Lazzara, HDR Engineering, Inc.; Gary Blazek, Civiltech Engineering, Inc.; John Ambrose, Baxter & Woodman, Inc.; Brian Smith, AECOM; Todd Destree, HR Green; Jean-Alix Peralte, STV, Inc.; Steve Pasinski, Thomas Engineering Group; Omar Nashif, Collins Engineers, Inc.; Chris O'Dea, Alden Road Alliance; Mary Moltmann, Fleming Road Alliance; Christine Duncan, Alden Township Representative; Gene Boppart, Hartland Township; Connie Jones, resident; Lori Plane, resident; Mark Dammyer, Division of Transportation, Construction Manager; Cha Lee, Division of Transportation, Consultant Project/Design Engineer; Pablo Faillaci, Division of Transportation, Construction Engineer; Mark DeVries, Division of Transportation, Maintenance Superintendent; Ed Markison, Division of Transportation, Assistant Maintenance Superintendent; Chalen Daigle, Division of Transportation, Planning Liaison; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Ray Beets, Division of Transportation, Permit/Developer Project Manager; Colleen Martoccio, Division of Transportation, Data/Communications Specialist; Debra Kroll, Division of Transportation, Administrative Specialist.

**PUBLIC COMMENT**

None

**APPROVAL OF MEETING MINUTES – October 19, 2011**

On a motion by Ms. Yensen, seconded by Ms. Peschke, the meeting minutes of October 19, 2011, were approved as presented.

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

**PRESENTATIONS**

***Randall Road***

McHenry County Division of Transportation (MCDOT) staff and Mr. Lazzara from HDR Engineering, Inc. updated the Committee on the Randall Road project.

Mr. Provenzano arrived at 8:20 A.M.

Purpose

- Transportation system improvements that will enhance mobility and local access while addressing safety issues, community values and environmental impacts.

Randall Road Improvement Study:

- Project overview
- Alternative Analysis
- Public Coordination
- Illinois Department of Transportation (IDOT)/Federal Highway Authority (FHWA)
- Next Steps
- Public Hearing

Evaluation Process:

- Study Update
- Identify preferred alternative

Meetings with municipalities and discussions:

- Continuous Flow Intersection (CFI) operations
- Access changes
- Current examples

Coordination Meeting

- A Coordination Meeting with IDOT and the FHWA on September 13, 2011
- Concurrence was received by IDOT and FHWA to go to a Public Hearing

Preliminary Engineering (Phase I) project completion:

- Spring 2012
- Website info: [www.RandallRoad.info](http://www.RandallRoad.info)

The Committee offered their concurrence for MCDOT to move the project to a final Public Hearing in January of 2012.

***Alden Road***

McHenry County Division of Transportation (MCDOT) staff updated the Committee on the Alden Road project.

Review of Public Hearing comments:

- Reduce the proposed right-of-way acquisition
- Preserve trees
- Reduce eight (8) foot proposed shoulder

What was done:

- 3:1 Fore and back slopes were used throughout the corridor
- Ditches have positive drainage
- Maintained eight (8) foot proposed shoulder
- Evaluation of area north of Illinois Route 173 and no modifications were proposed

What the impacts are now:

- Total parcels
- Impacted parcels
- Farmland parcels
- Non-farmland parcels

Next Steps

- Final Public hearing – December 2011
- Finalize Phase I Project Development Report (PDR)
- Determine project priority in future Highway Improvement Program (HIP)

Chairperson Miller requested a consensus of the Committee to move the project to a final Public Hearing in December 2011. Discussions ensued and a suggestion was made by Committee members that the final Public Hearing be deferred until late March 2012 because of the upcoming holiday season and possible inclement weather. A Public hearing at the end of March could possibly allow more people to attend. The consensus of the Committee was to wait until March to hold the Public Hearing.

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

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolutions approving a construction services engineering agreement for Phase III services and an Intergovernmental Agreement (IGA) with the State of Illinois for Federal participation for the construction of the Illinois Route 31 at Virginia Road and Klasen Road.

The MCDOT has secured High Priority Project (HPP) funding and Surface Transportation Program (STP) funding for the Western Algonquin Bypass corridor. As previously discussed with the Illinois Department of Transportation (IDOT), this funding will be utilized to improve the existing intersections of Illinois Route 31 at Virginia Road and Klasen Road as work continues on the Western Algonquin Bypass, which is largely being funded by State dollars per the Illinois Capital Improvement Plan.

As this is a locally led project, the MCDOT will be the lead agency for Phase III for this project (IDOT is acting as the lead agency on the Western Algonquin Bypass). Civiltech Engineering, Inc. was selected to continue its work as the consultant on this project at the March 16, 2011 Transportation Committee meeting. This contract is currently being reviewed by IDOT and will also be funded by IDOT as part of the overall cost of construction for this project. This is a standard agreement with the State of Illinois for Federal participation. The agreement identifies that IDOT will fund 100% of the construction and construction engineering. The County has previously purchased right of way for the project, which is being credited towards any matching funds that the County is responsible for on the local legs of this project.

A motion was made by Ms. Peschke, seconded by Ms. Evertsen, to approve the resolutions approving a construction engineering services agreement and an IGA with the State of Illinois for the construction of the Illinois Route 31 at Virginia Road and Klasen Road project was approved with a recommendation to the County Board.

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

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

McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving the 2012 meeting dates for the Transportation Committee.

On a motion by Ms. Evertsen, seconded by Ms. Yensen, the resolution setting the 2012 meeting dates for the Transportation Committee was approved with a recommendation to the County Board.

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

**OLD / NEW BUSINESS**

*Old Business*

**Construction Updates**

**Rakow Road Reconstruction** - The project is currently about 37% complete. Traffic is now in staged to allow work to occur in the middle portion of the road between Ackman Road and McHenry Avenue for the next several weeks. Construction of the new bike bridge is well underway also. The bridge for the bike path to go over Rakow Road is planned to be installed in December, once traffic is shifted to the new pavement.

**Lawrence Road Bridge Replacement over Lawrence Creek** - The bridge and roadway work is essentially complete and was opened to traffic on Friday, October 28. Final landscaping work is underway.

**Graf Road Bridge Replacement over Lawrence Creek** - The bridge and roadway work, as well as the landscaping, are nearly complete. The bridge is anticipated to be opened within the next week.

**Blivin Street Bridge Replacement** - The bridge closure was made on August 8, 2011, with the detour route marked using U.S. Route 12, Wilmot Road and Main Street. Blivin Street will remain open to local traffic only up to the bridge, but the bridge will remain closed for the duration of the construction.

Due to difficult utility relocations early on in construction, it will not be possible to open the bridge to traffic by the milestone date of November 15. All efforts will be made to open the bridge to traffic at the earliest possible date with final completion to occur in the spring of 2012. The contractor has been authorized to work extra hours to expedite the project.

***New Business***

- MCDOT staff advised the Committee that the living snow fence planted alongside the new section of Pyott Road by the Lake in the Hills Airport has been completed. This undertaking was a County project in cooperation with the Village of Lake in the Hills through an intergovernmental agreement (IGA). After MCDOT arranged the design, dug the holes, and brought the plants to the site, the project then became Tom's Eagle Scout project. Tom Lewandowski, the troop and other volunteers planted all the Spirea plants that compose the living snow fence. Tom will be recognized at a future County Board meeting once he has achieved the rank of Eagle Scout.
- A public information meeting regarding the improvement project at the intersection of River Road/Dowell Road will be held at 7:00 P.M. on November 14, 2011 at the Island Lake Village Hall located at 3720 Greenleaf Avenue in Island Lake, Illinois. Information will include but is not limited to, the design process for proposed alternatives, project limits and a question and answer period for comments/concerns. Meeting materials will be made available on the McHenry County Division of Transportation's (MCDOT) website ([www.McHenryCountyDOT.org](http://www.McHenryCountyDOT.org)) after the meeting.

**EXECUTIVE SESSION - MEETING MINUTES AND PERSONNEL**

On a motion by Ms. Peschke, seconded by Ms. Yensen, the Committee went into Executive Session at 9:23 A.M. to review meeting minutes and to discuss a personnel issue.

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 10:11 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 19, 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**

None

**NEXT MEETING DATE & LOCATION**

Transportation Committee meeting on Wednesday, November 16, 2011 at 8:15 – McHenry County Division of Transportation

**ADJOURNMENT**

On a motion by Ms. Yensen, seconded by Mr. Breeden, the meeting adjourned at 10:13 A.M.

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

DRAFT

**RESOLUTION**  
**APPROVING AN ENGINEERING SERVICES AGREEMENT AND APPROPRIATING FUNDS FOR THE NOE ROAD TOWNSHIP BRIDGE PROJECT**

**WHEREAS**, McHenry County has determined that there is a need to perform improvements to the Noe Road Bridge as part of the approved FY 2011 to 2015 Highway Improvement Program; and

**WHEREAS**, McHenry County has determined that there is a need to replace a bridge structure on Noe Road over Rush Creek, as the existing bridge is structurally deficient, which will involve the removal of the existing bridge and re-alignment of the road; and

**WHEREAS**, the Noe Road bridge has a sufficiency rating of 34.9 out of 100 and is currently closed due to beam failure; and

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

**WHEREAS**, the Transportation Committee has selected Strand Associates, Inc. to continue with the Phase II engineering as they have successfully completed the Phase I preliminary engineering for this project; and

**WHEREAS**, said project has been approved by the Illinois Department of Transportation to receive Federal Highway Bridge Program (HBP) funds for Phase II Design Engineering with construction funds committed by IDOT pending availability; and

**WHEREAS**, the Transportation Committee has reviewed and recommends approval of the attached Engineering Services Agreement with Strand Associates, Inc. of Joliet, Illinois, for a not to exceed amount of \$152,023.95 to provide said engineering services, said agreement hereto and hereby made a part hereof.

**NOW THEREFORE BE IT RESOLVED**, by the County Board of McHenry County that the Engineering Services Agreement between McHenry County and Strand Associates, Inc. is hereby approved in the not to exceed amount of \$152,023.95; and

**BE IT FURTHER RESOLVED**, that there is hereby appropriated the sum of one hundred fifty-two thousand one hundred dollars (\$152,100.00) from the County Bridge Fund, OCA code 820120-4455, for said agreement; and

**BE IT FURTHER RESOLVED**, that this project is hereby designated as Section 08-00357-00-BR; and

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

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

**DATED** at Woodstock, Illinois this 6<sup>th</sup> day of December, A.D., 2011.

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

ATTEST:

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

Local Agency County of McHenry County	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Consultant Strand Associates, Inc.®
McHenry Section				Address 1170 Houbolt Road
08-00357-00-BR Project No.				City Joliet
BROS-0111(056) Job No.				State IL
D-91-100-09 Contact Name/Phone/E-mail Address				Zip Code 60431
Wally Dittrich, P.E. (815) 334-4980 wrddittrich@co.mchenry.il.us	Contact Name/Phone/E-mail Address Anthony Standish, P.E., S.E. (815) 744-4200 tony.standish@strand.com			

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

#### Project Description

Name Noe Road Route TR-32 Length 0.25 mi. Structure No. 056-3048

Termini Over Rush Creek

Description: Phase II engineering services for removal of the two-span deck beam structure that carries Noe Road over Rush Creek and realignment of Noe Road to eliminate the need for a structure.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all **PROJECT** meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER. **(See Exhibit D)**
4. The classifications of the employees used in these **work services** should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT C. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit C to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the **work services** performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the **work services** and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of **work services** by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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

## II. THE LA AGREES,

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

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

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

Specific Rate               (Pay per element)

Lump Sum                   \_\_\_\_\_

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

With Retainage

- a) **For the first 50% of completed work services**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the **work services** performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed **work services** minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is services are completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering **work services** performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed **work services** minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the **work services** by the LA but not later than 60 days after the **work is services are** 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 services** performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed **work services** minus all previous partial payments made to the ENGINEER.
  - b) **Final Payment** – Upon approval of the **work services** by the LA but not later than 60 days after the **work services are** is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

### III. IT IS MUTALLY AGREED,

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

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

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Strand Associates, Inc.®	39-1020418	\$131,872.17
Sub-Consultants:	TIN Number	Agreement Amount
Testing Service Corporation	35-0937582	\$5,400.00
Huddleston McBride	36-3022250	\$4,780.00
Jorgensen and Associates, Inc.	36-3668574	\$9,971.78
	Sub-Consultant Total:	\$20,151.78
	Prime Consultant Total:	\$131,872.17
	Total for all Work:	\$152,023.95

Executed by the LA:

McHenry County

(Municipality/Township/County)

ATTEST:

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

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

McHenry County Clerk

Title: Kenneth D. Koehler, McHenry County Board  
Chairman

(SEAL)

Executed by the ENGINEER:

ATTEST:

Strand Associates, Inc.®

By: Rachela Frieders

By: Math Sluik

Title: \_\_\_\_\_

Title: Corporate Secretary





**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Strand Associates, Inc.  
Prime

DATE 08/19/11  
PTB NO.

CONTRACT TERM  
START DATE 2/1/2012  
RAISE DATE 7/1/2012

OVERHEAD RATE 166.09%  
COMPLEXITY FACTOR 3.00%  
% OF RAISE

**ESCALATION PER YEAR**

2/1/2012 - 7/1/2012  
5  
12

= 41.67%  
= 1.0175

7/2/2012 - 2/1/2013  
7  
12

60.08%

166.09%  
3.00%

The total escalation for this project would be: 1.75%



# Subconsultants

FIRM NAME Strand Associates, Inc.  
PRIME/SUPPLEMENT Prime  
PSB NO. \_\_\_\_\_

DATE 08/19/11

NAME	Direct Labor Total	Contribution to Prime Consultant
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0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00

**Total** 0.00 0.00







**Average Hourly Rate Ranges**

**CONSULTANT:** Strand Associates, Inc.  
**ROUTE:** TR 32 (Noe Road)  
**SECTION:** 08-00357-00-BR  
**PROJECT NO.:** BROS-0111(056)  
**JOB NO.:** D-91-100-09  
**TYPE OF FUNDING:** HBP  
**EXISTING STRUCTURE NO.:** 056-3048  
**COUNTY:** McHenry  
**LA CONTACT:** Wally Dittrich, P.E. - McHenry County Division of Transportation

Hourly Rate Ranges for Strand Associates, Inc.	
Classification	Rate Ranges
PRINCIPAL	\$122.31 to \$54.33
PROJECT MANAGER	\$68.30 to \$38.05
STRUCTURAL ENGINEER	\$49.15 to \$40.36
PROJECT ENGINEER	\$49.04 to \$22.79
TECHNICIAN	\$45.52 to \$16.00
CLERICAL	\$45.75 to \$14.25

## EXHIBIT D

### SCOPE OF SERVICES – DESIGN ENGINEERING SERVICES

CONSULTANT: Strand Associates, Inc.  
ROUTE: T.R. 32 (Noe Road)  
SECTION NO.: 08-00357-00BR  
PROJECT NO.: BROS-0111(056)  
JOB NO.: D-91-100-09  
FUNDING TYPE: HBP, TBP  
EX. STR. NO.: 056-3048  
COUNTY: McHenry  
LA CONTACT: Mr. Wally Dittrich, P.E.

### PROJECT DESCRIPTION

This project includes the removal of Structure Number. 056-3048 and realignment of Noe Road in Marengo Township in McHenry County, Illinois. The proposed realignment of Noe Road will avoid impacts to wetlands and the creek, eliminate the need for a structure, and avoid compensatory storage issues.

Engineering and construction will be funded with Federal HBP funds. Services provided will be in accordance with the Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS).

### CLARIFICATION OF SCOPE OF SERVICES

The Phase II design manhours shown in Exhibit C are based on the clarification of the Scope of Services as follows:

1. Administration
  - a. This task anticipates a 12-month project schedule. Additional services will be necessary for longer project duration.
  - b. Track the project schedule, budget, and tasks.
  - c. Prepare monthly progress reports and invoices using IDOT Bureau of Design and Environment forms.
2. Preliminary Engineering
  - a. Perform a topographic survey of the newly proposed project corridor. The limits of the survey will begin approximately 100 feet west of the proposed realignment of Noe Road and continue east to the existing survey limits. The survey will extend 500 feet north of the existing survey limits along Noe Road. Survey points will be described using IDOT codes.
  - b. Revise/update the existing base map using MicroStation and GEOPAK software.
  - c. Provide a geotechnical survey. Geotechnical survey will be provided by SUBCONSULTANT.
  - d. Analyze a pavement design, provided by County, for the realigned roadway.
  - e. Perform right-of-way investigation including proposed right-of-way and easements requirements based on the proposed geometry, drainage, and construction.
  - f. Develop a land use plan to serve as a basis to develop plats. Plats will be prepared by SUBCONSULTANT.
  - g. Perform a drainage evaluation including proposed ditch and culvert design. It is not anticipated that detention will be required.
  - h. Provide a drain tile survey. The drain tile survey will be provided by SUBCONSULTANT.
  - i. Communicate with LA's Stormwater Management Department.

- j. Perform realignment evaluation based on BLRS design criteria. Analyze proposed geometry for realignment of Noe Road. Investigate alternatives for abandonment of existing Noe Road and relocation of existing field entrances.
- k. Prepare a Joint Permit Application and perform necessary communication with Illinois Department of Natural Resources, Army Corps of Engineers, and LA.

3. Preliminary Roadway Drawings

- a. Provide a submittal of the roadway drawings at 30 percent completion. (This submittal will not include specifications, quantities, opinion or probable construction cost, or estimate of time.)
- b. Provide drawings in accordance with the BLRS Manual and the BDE Manual.
- c. Provide the following (preliminary) list of sheets:

Sheet Name	No. of Sheets
Cover Sheet	1
Index of Sheets and Standards	1
General Notes and Commitments	1
Typical Sections	1
Alignment, Ties, and Benchmarks	2
Plan and Profile	4
Removals	3
Erosion and Sediment Control	3
Cross Sections	6

- d. Show, with ties, horizontal control points and vertical benchmarks established in Phase I, in addition to the benchmarks established during the supplemental survey performed during Phase II.
- e. Prepare plan and profile sheets at 1:50 scale. Sheets will show proposed road work, removal items, pavement markings, and drainage work.
- f. Prepare cross sections along Noe Road. Cross sections will be prepared every 100 feet and, in the prefinal submittal, will include excavations and embankment and topsoil removal and placement.

4. Prefinal Roadway Plans

- a. Provide a submittal of roadway sheets at 95 percent completion.
- b. Update drawings to reflect review comments received from LA and STATE from the preliminary drawings submittal.
- c. Additional sheets to be included in the Prefinal Submittal are as follows:

Sheet Name	No. of Sheets
Summary of Quantities	1
Schedule of Quantities	2
Pavement Marking and Landscaping	3
Right-of-Way	2
Details	3
District 1 Standards	8
STATE Highway Standards	Inserted by STATE

- d. Further detail and summarize in the Schedule of Quantities the following pay items: Earthwork, Erosion Control, Topsoil, Base Course, Pavement Removal, Prime Coat, Binder Course, Surface Course, Seeding, Guardrail, Removals, and Pavement Markings.
- e. Provide right-of-way plan drawings prepared by SUBCONSULTANT and insert into the plans.
- f. Prepare typical sections showing pavement structure and other miscellaneous details. Pavement structure will be according to LA's standards.

- g. Insert into the plans STATE District 1 standards, as necessary, and they will not be modified.
  - h. List STATE Highway standards in the Index of Sheets to be inserted by STATE's Central Office.
  - i. Prepare quantities for roadway items. Include quantity calculations in accordance with the BDE Manual and a listing of pay items with quantities. Manhours for Summary of Quantities and quantity calculations are estimated anticipating up to 60 pay items.
- 5. Final Drawings
  - a. Update drawings to reflect review comments. Review comments will be incorporated as necessary into the final drawings.
  - b. Provide final quantity calculations.
  - c. Submit drawings and specifications to STATE and LA.
- 6. Specifications and Estimates
  - a. Prepare and submit prefinal specifications, opinion of probable construction cost, and estimate of time.
  - b. Incorporate review comments received from the prefinal submittal as necessary into the final specifications and estimates.
  - c. Prepare and submit final specifications, opinion of probable construction cost, and estimate of time.
- 7. Permitting
  - a. Prepare and submit permitting documents to the McHenry County Stormwater Permitting Department. It is anticipated communication will be necessary for a Floodway Permit. Permits include the McHenry County Stormwater Management Permit.
  - b. Analyze the need for an Army Corps of Engineers 404 Permit.
  - c. Prepare a Letter of Map Revision for the Federal Emergency Management Agency.
- 8. Right-of-Way
  - a. Communicate with right-of-way SUBCONSULTANT to prepare right-of-way plats and legal descriptions in accordance with IDOT Bureau of Land Acquisition requirements.
  - b. Insert approved right-of-way plats, to be completed by SUBCONSULTANT, into plans.
- 9. Meetings/Field Visits
  - a. Attend a kickoff meeting at STATE's Schaumburg office.
  - b. Attend up to two meetings with the LA's Stormwater Permitting Department.
  - c. Attend up to three project progress meetings with LA. It is anticipated meetings at project kickoff, approximately 30 percent, and 70 percent will be held with the LA at the County offices.
  - d. This item includes travel time and expense necessary to attend the meetings as described above.
- 10. Quality Control
  - a. Provide a QA/QC review at each milestone deliverable and throughout the project as necessary. QA/QC review will be implemented in accordance with ENGINEER's QA/QC procedures. A constructability review will be completed on the prefinal plans.
  - b. Provide QA/QC review of roadway design.
- 11. Construction Assistance
  - a. Perform a bid analysis.
  - b. Attend one preconstruction meeting.
  - c. Respond to Requests for Information related to interpretation of the design drawings and specifications.
  - d. Manhours for construction assistance anticipates a four-month construction duration at 7.5 hours per month.

## **SUBMITTAL PROCESS**

1. There will be a single preliminary drawing submittal to LA. STATE will not receive preliminary drawings.
  - a. Distribute three 11-inch x 17-inch drawing sets to LA.
  - b. Submit electronically the 11-inch x 17-inch drawing set and the 22-inch x 34-inch drawing set.
2. There will be a single, concurrent, prefinal plan drawing submittal to LA and STATE.
  - a. Distribute to STATE six 11-inch x 17-inch drawing sets along with specifications.
  - b. Distribute to LA four 11-inch x 17-inch drawing sets, one 22-inch x 34-inch drawing set, an electronic set, along with specifications, cost estimate, and estimate of time.
  - c. Distribute to STATE four Opinions of Probable Construction Cost.
3. Incorporate review comments from LA and STATE into the final plan submittal.
4. Submit concurrently the final plan submittal to LA and STATE.
  - a. Distributed to STATE one 22-inch x 34-inch mylar drawing set along with specifications, opinion of probable construction cost, and estimate of time.
  - b. Distribute to LA one 22-inch x 34-inch drawing set and two 11-inch x 17-inch drawing sets along with specifications, opinion of probable construction cost, estimate of time, quantity calculations, and electronic files (all MicroStation, Excel, and Word files, and one PDF of drawings and specifications).
5. Address and incorporate as necessary into the final submittal comments received on final plans from LA and STATE.
6. Any additional reviews and drawing submittals will be considered out-of-scope services and a supplement shall be necessary.

Noe Road - PHASE II MANHOURS

TASK	SAI	MCDOT	DM	AGREED	McDOT Comments	SAI Comments
<b>ADMINISTRATION</b>						
- PROGRESS REPORTS AND INVOICE PREPARATION	48					4 hours/month * 12 months
<b>ADMINISTRATION TOTAL</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>PRELIMINARY ENGINEERING</b>						
- TOPOGRAPHIC SURVEY	48					10 hours/day/person @ 2 days, 8 hours/download & update
- GEOTECHNICAL SURVEY COMMUNICATION	8					
- PAVEMENT DESIGN	8					
- RIGHT-OF-WAY INVESTIGATION	36					
- DRAINAGE EVALUATION	50					
- REALIGNMENT EVALUATION	28					
<b>PRELIMINARY ENGINEERING TOTAL</b>	<b>188</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>PRELIMINARY ROADWAY PLANS</b>						
- COVER SHEET	1					1 sheet @ 1 hour
- INDEX OF SHEETS AND STANDARDS	1					1 sheet @ 1 hour
- GENERAL NOTES AND COMMITMENTS	4					1 sheet @ 4 hours
- TYPICAL SECTIONS	4					1 sheet @ 4 hours
- ALIGNMENT, TIES, AND BENCHMARKS	8					2 sheets @ 4 hours/sheet
- PLAN AND PROFILE	16					4 sheets @ 4 hours/sheet
- REMOVAL PLANS	6					3 sheets @ 2 hours/sheet
- EROSION AND SEDIMENT CONTROL	6					3 sheets @ 2 hours/sheet
- CROSS SECTIONS	12					6 sheets @ 2 hours/sheet
<b>PRELIMINARY ROADWAY PLANS (30%)</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>PRELIMINARY ROADWAY PLANS (95%)</b>						
- COVER SHEET	4					1 sheet @ 4 hours
- INDEX OF SHEETS AND STANDARDS	8					1 sheet @ 8 hours
- GENERAL NOTES AND COMMITMENTS	8					1 sheet @ 8 hours
- SUMMARY OF QUANTITIES	24					1 sheet @ 24 hours
- SCHEDULE OF QUANTITIES	24					2 sheets @ 12 hours/sheet
- TYPICAL SECTIONS	16					1 sheet @ 16 hours
- ALIGNMENT, TIES, AND BENCHMARKS	12					2 sheets @ 6 hours/sheet
- PLAN AND PROFILE	80					4 sheets @ 20 hours/sheet
- EROSION AND SEDIMENT CONTROL	30					3 sheets @ 10 hours/sheet
- REMOVAL PLANS	30					3 sheets @ 10 hours/sheet
- DETAILS	6					3 sheets @ 2 hours/sheet
- LANDSCAPING AND PAVEMENT MARKINGS	30					3 sheets @ 10 hours/sheet
- DISTRICT STANDARDS	4					8 sheets @ 0.5 hours/sheet
- CROSS SECTIONS	30					6 sheets @ 5 hours/sheet
- QUANTITIES	40					
<b>PRELIMINARY ROADWAY PLANS (95%)</b>	<b>346</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>FINAL PLANS</b>						
- UPDATE PLANS PER REVIEW COMMENTS	60					
- FINAL QUANTITIES	24					
<b>FINAL PLANS (100%)</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>SPECIFICATIONS AND ESTIMATES</b>						
- PREP. AND SUBMIT PREFINAL & FINAL SPECIFICATIONS	24					
- PREP. AND SUBMIT PREFINAL & FINAL OPINION OF PROB. CONSTR. COST	24					
- PREP. AND SUBMIT ESTIMATE OF TIME	16					
<b>SPECIFICATIONS AND ESTIMATES</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>PERMITTING</b>						
- COMMUNICATION WITH McHENRY COUNTY	12					
- PREP. AND SUBM. McHENRY COUNTY PERM. DOCUMENTS	24					
- JOINT PERMIT APPLICATION	8					
- ACCE PERMITTING	8					
- DEVELOP LOMR	8					
<b>PERMITTING</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>RIGHT-OF-WAY</b>						
- COMMUNICATION WITH ROW SUBCONSULTANT	8					
<b>RIGHT-OF-WAY</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>MEETINGS/FIELD VISITS</b>						
- IDOT KICKOFF MEETING	12					Assumes 2 people
- MEETINGS WITH McHENRY COUNTY DIV. OF TRANSPORTATION	24					3 meetings, 2 people @ 4 hours/meeting/person
- MEETINGS WITH McHENRY COUNTY OFFICE OF STORMWATER MGMT	16					2 meetings, 2 people @ 4 hours/meeting/person
- COMMUNICATION WITH IDOT	20					
<b>MEETINGS/FIELD VISITS</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>QUALITY CONTROL</b>						
- ROADWAY QC REVIEWS	40					10% of Preliminary Roadway Plans Hours
<b>QUALITY CONTROL</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>CONSTRUCTION ASSISTANCE</b>						
- BID ANALYSIS	12					
- PRECONSTRUCTION MEETING	8					
- RFI ASSISTANCE	10					
<b>CONSTRUCTION ASSISTANCE</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>		
<b>PROJECT MANHOUR TOTALS</b>	<b>998</b>	<b>0</b>	<b>0</b>	<b>0</b>		

STRAND ASSOCIATES, INC.

**Direct Costs**

**XEROX (In-House)**

TASK	QTY	RATE	TOTAL
ADMINISTRATION	240	\$0.15	\$36.00
PRELIMINARY ENGINEERING	200	\$0.15	\$30.00
PRELIMINARY ROADWAY PLANS	100	\$0.15	\$15.00
PREFINAL ROADWAY PLANS	150	\$0.15	\$22.50
FINAL ROADWAY PLANS	50	\$0.15	\$7.50
SPECIFICATION AND ESTIMATES	200	\$0.15	\$30.00
PERMITTING	250	\$0.15	\$37.50
ROW	100	\$0.15	\$15.00
MEETINGS/FIELD VISITS	20	\$0.15	\$3.00
QUALITY CONTROL	200	\$0.15	\$30.00
CONSTRUCTION ASSISTANCE	100	\$0.15	\$15.00
<b>TOTALS</b>	<b>1610</b>	<b>\$0.15</b>	<b>\$241.50</b>

**MILEAGE (Outside)**

TASK	(V=vehicle, T=trip, M=miles)	MILES	RATE	TOTAL
ADMINISTRATION			\$0.50	\$0.00
PRELIMINARY ENGINEERING	1Vx2Tx120M	240	\$0.50	\$120.00
PRELIMINARY ROADWAY PLANS			\$0.50	\$0.00
PREFINAL ROADWAY PLANS			\$0.50	\$0.00
FINAL ROADWAY PLANS			\$0.50	\$0.00
SPECIFICATION AND ESTIMATES			\$0.50	\$0.00
PERMITTING			\$0.50	\$0.00
ROW			\$0.50	\$0.00
MEETINGS/FIELD VISITS	1Vx3Tx120M	360	\$0.50	\$180.00
QUALITY CONTROL			\$0.50	\$0.00
CONSTRUCTION ASSISTANCE			\$0.50	\$0.00
<b>TOTALS</b>		<b>600</b>	<b>\$0.50</b>	<b>\$300.00</b>

**WORD PROCESSING (In-House)**

TASK	QTY	RATE	TOTAL
ADMINISTRATION	32	\$15.00	\$480.00
PRELIMINARY ENGINEERING	20	\$15.00	\$300.00
PRELIMINARY ROADWAY PLANS	0	\$15.00	\$0.00
PREFINAL ROADWAY PLANS	0	\$15.00	\$0.00
FINAL ROADWAY PLANS	0	\$15.00	\$0.00
SPECIFICATION AND ESTIMATES	20	\$15.00	\$300.00
PERMITTING	8	\$15.00	\$120.00
ROW	8	\$15.00	\$120.00
MEETINGS/FIELD VISITS	8	\$15.00	\$120.00
QUALITY CONTROL	8	\$15.00	\$120.00
CONSTRUCTION ASSISTANCE	20	\$15.00	\$300.00
<b>TOTALS</b>	<b>124</b>	<b>\$15.00</b>	<b>\$1,860.00</b>

**CADD (In-House)**

TASK	QTY	RATE	TOTAL
ADMINISTRATION	0	\$15.00	\$0.00
PRELIMINARY ENGINEERING	120	\$15.00	\$1,800.00
PRELIMINARY ROADWAY PLANS	24	\$15.00	\$360.00
PREFINAL ROADWAY PLANS	270	\$15.00	\$4,050.00
FINAL ROADWAY PLANS	60	\$15.00	\$900.00
SPECIFICATION AND ESTIMATES	30	\$15.00	\$450.00
PERMITTING	16	\$15.00	\$240.00
ROW	0	\$15.00	\$0.00
MEETINGS/FIELD VISITS	0	\$15.00	\$0.00
QUALITY CONTROL	0	\$15.00	\$0.00
CONSTRUCTION ASSISTANCE	10	\$15.00	\$150.00
<b>TOTALS</b>	<b>530</b>	<b>\$15.00</b>	<b>\$7,950.00</b>

**POSTAGE (Outside)**

TASK	TOTAL
ADMINISTRATION	\$50.00
PRELIMINARY ENGINEERING	\$15.00
PRELIMINARY ROADWAY PLANS	\$50.00
PREFINAL ROADWAY PLANS	\$50.00
FINAL ROADWAY PLANS	\$50.00
SPECIFICATION AND ESTIMATES	\$50.00
PERMITTING	\$50.00
ROW	\$20.00
MEETINGS/FIELD VISITS	\$0.00
QUALITY CONTROL	\$0.00
CONSTRUCTION ASSISTANCE	\$20.00
<b>TOTALS</b>	<b>\$355.00</b>

**MYLAR PRINTS / COLOR COPIES (In-House)**

TASK	DESCRIPTION	SHEETS	RATE	TOTAL
ADMINISTRATION			\$1.00	\$0.00
PRELIMINARY ENGINEERING			\$1.00	\$0.00
PRELIMINARY ROADWAY PLANS			\$1.00	\$0.00
PREFINAL ROADWAY PLANS			\$1.00	\$0.00
FINAL ROADWAY PLANS	1 plan set on Mylar (\$2.05/sf)	45	\$10.62	\$477.90

SPECIFICATION AND ESTIMATES			\$1.00	\$0.00
PERMITTING			\$1.00	\$0.00
ROW			\$1.00	\$0.00
MEETINGS/FIELD VISITS			\$1.00	\$0.00
QUALITY CONTROL			\$1.00	\$0.00
CONSTRUCTION ASSISTANCE			\$1.00	\$0.00
<b>TOTALS</b>			<b>\$477.90</b>	

**PHONE (In-House)**

TASK	DESCRIPTION	UNITS	RATE	TOTAL
ADMINISTRATION		60	\$0.50	\$30.00
PRELIMINARY ENGINEERING		10	\$0.50	\$5.00
PRELIMINARY ROADWAY PLANS		30	\$0.50	\$15.00
PREFINAL ROADWAY PLANS		60	\$0.50	\$30.00
FINAL ROADWAY PLANS		30	\$0.50	\$15.00
SPECIFICATION AND ESTIMATES		30	\$0.50	\$15.00
PERMITTING		30	\$0.50	\$15.00
ROW		60	\$0.50	\$30.00
MEETINGS/FIELD VISITS		30	\$0.50	\$15.00
QUALITY CONTROL		30	\$0.50	\$15.00
CONSTRUCTION ASSISTANCE		60	\$0.50	\$30.00
<b>TOTALS</b>			<b>\$215.00</b>	

**MISC. EQUIPMENT (Outside)**

TASK	DESCRIPTION	DAYS	RATE	TOTAL
ADMINISTRATION				\$0.00
PRELIMINARY ENGINEERING	EDM	3	\$125.00	\$375.00
PRELIMINARY ROADWAY PLANS				\$0.00
PREFINAL ROADWAY PLANS				\$0.00
FINAL ROADWAY PLANS				\$0.00
SPECIFICATION AND ESTIMATES				\$0.00
PERMITTING				\$0.00
ROW				\$0.00
MEETINGS/FIELD VISITS				\$0.00
QUALITY CONTROL				\$0.00
CONSTRUCTION ASSISTANCE				\$0.00
<b>TOTALS</b>			<b>\$375.00</b>	

**SUBCONSULTANTS (By Others)**

TASK	DESCRIPTION		RATE	TOTAL
ADMINISTRATION				\$0.00
PRELIMINARY ENGINEERING	SOILS REPORT (TSC)	1	\$5,400.00	\$5,400.00
PRELIMINARY ROADWAY PLANS				\$0.00
PREFINAL ROADWAY PLANS				\$0.00
FINAL ROADWAY PLANS				\$0.00
SPECIFICATION AND ESTIMATES				\$0.00
PERMITTING	DRAIN TILE SURVEY (HUDDLESTON)	1	\$4,780.00	\$4,780.00
ROW	PLATS (JORGENSEN)	1	\$9,971.78	\$9,971.78
MEETINGS/FIELD VISITS				\$0.00
QUALITY CONTROL				\$0.00
CONSTRUCTION ASSISTANCE				\$0.00
<b>TOTALS</b>			<b>\$20,151.78</b>	

TOTAL	(In-House)	(Outside)	(By Others)	TOTAL
ADMINISTRATION	\$546.00	\$50.00		\$596.00
PRELIMINARY ENGINEERING	\$2,135.00	\$510.00	\$5,400.00	\$8,045.00
PRELIMINARY ROADWAY PLANS	\$390.00	\$50.00		\$440.00
PREFINAL ROADWAY PLANS	\$4,102.50	\$50.00		\$4,152.50
FINAL ROADWAY PLANS	\$1,400.40	\$50.00		\$1,450.40
SPECIFICATION AND ESTIMATES	\$795.00	\$50.00		\$845.00
PERMITTING	\$412.50	\$50.00	\$4,780.00	\$5,242.50
ROW	\$165.00	\$20.00	\$9,971.78	\$10,156.78
MEETINGS/FIELD VISITS	\$138.00	\$180.00		\$318.00
QUALITY CONTROL	\$165.00	\$0.00		\$165.00
CONSTRUCTION ASSISTANCE	\$495.00	\$20.00		\$515.00
<b>TOTAL</b>	<b>\$10,744.40</b>	<b>\$1,030.00</b>	<b>\$20,151.78</b>	<b>\$31,926.18</b>

**GRAND TOTAL \$31,926.18**

**PROJECT SCHEDULE**

**CONSULTANT:** Strand Associates, Inc.  
**ROUTE:** TR 32 (Noe Road)  
**SECTION:** 08-00357-00-BR  
**PROJECT NO.:** BROS-0111(056)  
**JOB NO.:** D-91-100-09  
**TYPE OF FUNDING:** HBP  
**EXISTING STRUCTURE NO.:** 056-3048  
**COUNTY:** McHenry  
**LA CONTACT:** Wally Dittrich, P.E. - McHenry County Division of Transportation

Task	2012											
	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
ADMINISTRATION												
PRELIMINARY ENGINEERING												
PRELIMINARY ROADWAY PLANS												
PRELIMINARY ROADWAY PLANS												
FINAL ROADWAY PLANS												
SPECIFICATION AND ESTIMATES												
PERMITTING												
ROW												
MEETINGS/FIELD VISITS												
QUALITY CONTROL												
CONSTRUCTION ASSISTANCE												
				PREFINAL SUBMITTAL 5/4/12		FINAL PS&E SUBMITTAL 7/2/12		LETTING 9/21/12				



TSL-77, 220

Strand Associates, Inc.<sup>®</sup>  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815-744-4200  
(F) 815-744-4215

## AGREEMENT FOR PROFESSIONAL SERVICES

### STRAND ASSOCIATES, INC.<sup>®</sup> AND TESTING SERVICE CORPORATION

**This Agreement** is made and entered into this 16th day of October, 2011, between Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, and Testing Service Corporation hereinafter referred to as SUBCONSULTANT, located at 360 Main Place, Carol Stream, Illinois 60188.

**Whereas**, the McHenry County Division of Transportation, hereinafter referred to as OWNER, has contracted with ENGINEER in an Agreement dated \_\_\_\_\_, 20\_\_\_\_, to provide services related to Noe Road Removal and Roadway Realignment, hereinafter referred to as the PROJECT.

**Whereas**, ENGINEER intends to contract with SUBCONSULTANT for professional services in accordance with this Agreement.

#### General

Services under this Agreement shall be done in a good and workmanlike manner. ENGINEER will not be responsible for SUBCONSULTANT's means, methods, techniques, sequences, procedures, or safety precautions and programs.

The services under this Agreement shall at all times be subject to the review and approval of OWNER and shall be in accordance with the requirements of current policy practices, standards, and criteria of OWNER.

SUBCONSULTANT shall:

1. Furnish all necessary materials, equipment, supplies, and incidentals for services to be accomplished by SUBCONSULTANT.
2. Arrange for all utility locating prior to start of services. SUBCONSULTANT shall be responsible for the exact location of the soils or subsurface exploration to avoid conflicts with utilities.
3. Determine and provide all traffic control measures and devices in accordance with *The Manual on Uniform Traffic Control Devices* and local regulatory requirements necessary to carry out the services required by this Agreement.
4. Not sublet or assign any part of SUBCONSULTANT's services without the prior written approval of ENGINEER.

Testing Service Corporation  
Page 2  
September 28, 2011

5. Provide ENGINEER with services in the same manner and to the same extent as ENGINEER is bound by the prime Agreement to provide such services to OWNER, including compliance with all prescribed governmental regulations.

### **Scope of Services**

Specific materials and services to be provided by SUBCONSULTANT under this Agreement shall be as follows:

1. Perform seven subgrade borings planned in connection with the realignment, spaced at 300-foot intervals and alternating from eastbound to westbound traffic lanes.
2. Log samples obtained from the borings in the field and estimate for unconfined compressive strength using a Rimac machine.
3. Obtain utility clearance for the borings.
4. Provide samples retained from the borings to laboratory to verify field descriptions and estimate soil classifications in accordance with the AASHTO Soil Classification System.
  - a. Laboratory testing shall include moisture content determinations, as well as hand penetrometer measurements of unconfined compressive strength, as appropriate.
  - b. Soil classifications test shall be performed on representative subgrade samples to verify visual classifications.
5. Recommend other tests deemed to be necessary.
6. Upon completion of sampling and testing, provide a report to ENGINEER summarizing field and laboratory test data, including computer-generated boring logs. The report shall address anticipated soil and groundwater conditions impacting proposed roadway improvements based upon information obtained from the borings. It shall also provide recommendations to guide design and specifications preparation pertaining to pavement design, as well as treatment of unsuitable soil types.
7. Should the study reveal unexpected subsurface conditions requiring a change in scope, contact ENGINEER before further services are completed.

### **Compensation**

SUBCONSULTANT services shall be paid on an hourly rate basis and in no event will the total compensation under this Agreement exceed \$5,400 without a written amendment. SUBCONSULTANT's hourly billing rate schedule for staff assigned to this PROJECT shall follow Illinois Department of Transportation billing procedures and forms.

Testing Service Corporation  
Page 3  
September 28, 2011

### **Schedule**

Execution of this Agreement and issuance and approval of appropriate insurance certificates and endorsement by SUBCONSULTANT shall constitute authorization to SUBCONSULTANT to proceed. All services are scheduled to be completed by July 1, 2012.

### **Changes**

1. ENGINEER may make changes within the general scope of this Agreement for the services to be performed. If such changes cause an increase or decrease in SUBCONSULTANT's cost or time required for performance of any services under this Agreement, ENGINEER will make an equitable adjustment and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by SUBCONSULTANT shall be furnished without the written authorization of ENGINEER. The fee established herein will not be exceeded without agreement by ENGINEER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. SUBCONSULTANT shall make revisions in reports or other services prepared or performed by SUBCONSULTANT that may have been completed, approved, and accepted by ENGINEER or OWNER as are necessary to correct errors when required to do so by ENGINEER or OWNER without additional compensation therefore from ENGINEER.

### **Extension of Services**

This Agreement may be extended for additional services upon authorization by OWNER. Extension of services shall be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

SUBCONSULTANT shall submit invoices for services rendered, broken down by task, on a monthly basis along with a brief report on progress attained during the month and an update of the schedule for review by ENGINEER. ENGINEER shall pay SUBCONSULTANT for services satisfactorily rendered within ten working days of receipt of payment from OWNER.

### **Insurance**

SUBCONSULTANT shall obtain the minimum amounts of insurance as described below and submit a Certificate of Insurance to ENGINEER. The certificates must show ENGINEER and OWNER as an additional insured on the Policy of Insurance for each coverage listed except for Workers' Compensation and Professional Liability. Insurance submittal must include an additional insured endorsement. Certificates and forms must be in ENGINEER's possession prior to proceeding with the services.

ENGINEER shall be notified of cancellation or restrictive amendments to any of the above policies at least 30 days prior to the effective date of such cancellations or amendments.

Testing Service Corporation  
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September 28, 2011

SUBCONSULTANT shall comply with all applicable laws governing insurance and shall carry at least the following minimum amounts of insurance:

1. ***Workers' Compensation and Employer's Liability*** insurance in accordance with the laws of the state in which workers are employed.
2. ***Comprehensive General Liability*** in an amount not less than \$2,000,000 combined single limits. Endorsement CG 20 26 07 04 shall be provided for SUBCONSULTANT's General Liability Policy naming ENGINEER as additional insured. SUBCONSULTANT's General Liability Insurance Policy shall not include language that excludes coverage as a result of ENGINEER giving supervision, directions or instructions, or failing to give them to SUBCONSULTANT.
3. ***Comprehensive Automotive Liability*** in an amount not less than \$1,000,000 combined single limits.
4. ***Valuable Papers*** insurance in an amount equal to the value of services performed to assure the restoration of any photography, plans, drawings, field notes, or other data and reports related to the services covered by this Agreement in the event of their loss or destruction, until such time as the services are delivered to ENGINEER.
5. ***Professional Liability*** in an amount not less than \$2,000,000 with a deductible acceptable to ENGINEER. SUBCONSULTANT agrees to maintain coverage for at least two years after completion of the services for at least the above amount.
6. ***Umbrella Coverage*** in an amount not less than \$2,000,000.
7. ***Pollution Coverage*** in an amount not less than \$2,000,000 of pollution liability.

This insurance shall be primary and noncontributing to the additional insured's own coverage and not excess with regard to any insurance provided by others.

#### **Access to Records**

SUBCONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement for inspection and/or audit by OWNER and ENGINEER, and copies thereof shall be furnished if requested. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of OWNER or ENGINEER.

#### **Legal Relations**

SUBCONSULTANT shall become familiar with and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations that in any manner affect the services or its conduct.

Testing Service Corporation  
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September 28, 2011

In carrying out any provisions of this Agreement or in exercising any power or authority granted to SUBCONSULTANT thereby, there shall be no personal liability upon ENGINEER or any employees of ENGINEER and OWNER and their authorized representatives.

### **Indemnification**

SUBCONSULTANT hereby agrees to protect, hold harmless, defend, pay for the defense of, and indemnify ENGINEER, its officers, and employees from any claims, damages, and expenses, including ENGINEER's and reasonable attorneys' fees, caused by losses or damages sustained by, or alleged to have been sustained by any person, including employees of the parties hereto, and due to an occasioned or alleged negligent act, error, or omission of SUBCONSULTANT in regard to services performed under this Agreement.

Although ENGINEER may provide SUBCONSULTANT with general guidance concerning SUBCONSULTANT's responsibilities under this Agreement, SUBCONSULTANT shall remain solely responsible for all actions of its employees, consultants, or agents, including but not limited to their means, methods, techniques, sequences, procedures, or health and safety precautions or programs. SUBCONSULTANT hereby agrees to protect, hold harmless, pay for the defense of, and indemnify ENGINEER, its officers, and employees from any claims, damages, and expenses, including reasonable attorneys' fees relating to any and all losses or damages to persons or property arising from occasioned or alleged negligent acts or omissions of SUBCONSULTANT in connection with SUBCONSULTANT's supervision, directions, instructions, or failure to give supervision, directions, or instructions to SUBCONSULTANT's employees, consultants, or agents.

### **Errors and Omissions**

SUBCONSULTANT shall be responsible for the accuracy of the services performed by SUBCONSULTANT under this Agreement and shall promptly make necessary revisions or corrections to its services resulting from its occasioned or alleged negligent acts, its errors, or its omissions without additional compensation.

SUBCONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.

### **Nondiscrimination**

In the performance of the services under this Agreement, SUBCONSULTANT agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by ENGINEER for its convenience, provided that written notice is given no less than ten calendar days (delivered by certified mail, return receipt requested) of the intent to terminate and an opportunity exists for consultation with

Testing Service Corporation  
Page 6  
September 28, 2011

ENGINEER prior to termination. SUBCONSULTANT will be paid for satisfactorily completed services to date of termination upon receipt of payment from OWNER.

**Entire Agreement**

This Agreement, together with all supporting documents herein referenced, supersedes all previous agreements, oral or written, between ENGINEER and SUBCONSULTANT for these services and represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by ENGINEER to SUBCONSULTANT concerning the PROJECT or services to be performed. This Agreement may not be altered, modified, or amended, except in writing properly executed by an authorized representative of ENGINEER and SUBCONSULTANT.

**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER, SUBCONSULTANT, or ENGINEER. ENGINEER's and SUBCONSULTANT's services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER or SUBCONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. OWNER, ENGINEER, and SUBCONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

All claims, counterclaims, disputes, and other matters in question between ENGINEER and SUBCONSULTANT arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

STRAND:

SUBCONSULTANT:

STRAND ASSOCIATES, INC.®

TESTING SERVICE CORPORATION

Matthew S. Richards 10/16/11  
Matthew S. Richards Date  
Corporate Secretary

Thomas Morris 9/30/2011  
Thomas Morris Date  
President



Strand Associates, Inc.<sup>®</sup>  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815-744-4200  
(F) 815-744-4215

## AGREEMENT FOR PROFESSIONAL SERVICES

### STRAND ASSOCIATES, INC.<sup>®</sup> AND HUDDLESTON McBRIDE DRAINAGE COMPANY

**This Agreement** is made and entered into this 26th day of October, 2011, between Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, and HUDDLESTON McBRIDE DRAINAGE COMPANY, hereinafter referred to as SUBCONSULTANT, located at 118 West Main Street, St. Charles, Illinois 60174.

**Whereas**, the McHenry County Division of Transportation, hereinafter referred to as OWNER, has contracted with ENGINEER in an Agreement dated \_\_\_\_\_, 20\_\_\_\_, to provide services related to Noe Road Removal and Roadway Realignment, hereinafter referred to as the PROJECT.

**Whereas**, ENGINEER intends to contract with SUBCONSULTANT for professional services in accordance with this Agreement.

#### General

Services under this Agreement shall be done in a good and workmanlike manner. ENGINEER will not be responsible for SUBCONSULTANT's means, methods, techniques, sequences, procedures, or safety precautions and programs.

The services under this Agreement shall at all times be subject to the review and approval of OWNER and shall be in accordance with the requirements of current policy practices, standards, and criteria of OWNER.

SUBCONSULTANT shall:

1. Furnish all necessary materials, equipment, supplies, and incidentals for services to be accomplished by SUBCONSULTANT.
2. Arrange for all utility locating prior to start of services. SUBCONSULTANT shall be responsible for the exact location of the soils or subsurface exploration to avoid conflicts with utilities.
3. Determine and provide all traffic control measures and devices in accordance with *The Manual on Uniform Traffic Control Devices* and local regulatory requirements necessary to carry out the services required by this Agreement.
4. Not sublet or assign any part of SUBCONSULTANT's services without the prior written approval of ENGINEER.

Huddleston McBride Drainage Company  
Page 2  
September 28, 2011

5. Provide ENGINEER with services in the same manner and to the same extent as ENGINEER is bound by the prime Agreement to provide such services to OWNER, including compliance with all prescribed governmental regulations.

### **Scope of Services**

Specific materials and services to be provided by SUBCONSULTANT under this Agreement shall be as follows:

1. Perform field reconnaissance and record research to identify all areas that are typical to installation of existing drain tile.
2. Following field review, stake and silt trench investigated areas to verify existence of drain tile. Any existing drain tile not encountered during the silt trenching procedure will remain unknown.
3. Log on a field map all existing drain tiles encountered and repaired to their original state according to the United States Department of Agriculture's Resource Conservation Service Construction Repair Practices.
4. Locate drain tile routes by surface probing or electronic detection and field stake at 50-foot intervals including cut staked for invert elevations where requested.
5. Locate all existing drain tile routes on record drawings by scaling from existing topographic features and air photograph identification.
6. Electronically draft on a base map final drain tile mapping, including recent color digital aerial photography, topography, and project limits.
7. Provide a field report attached to the plan containing evaluation information such as size, flow, system classification, and specific field notes.
8. Obtain final existing drain tile investigation mapping and report approval and acceptance by McHenry County Planning and Development technical staff and any applicable engineering review agencies.

### **Compensation**

SUBCONSULTANT services shall be paid on an hourly rate basis and in no event will the total compensation under this Agreement exceed \$4,780 without a written amendment. SUBCONSULTANT's hourly billing rate schedule for staff assigned to this PROJECT shall follow Illinois Department of Transportation billing procedures and forms.

### **Schedule**

Execution of this Agreement and issuance and approval of appropriate insurance certificates and endorsement by SUBCONSULTANT shall constitute authorization to SUBCONSULTANT to proceed. All services are scheduled to be completed by July 1, 2012.

Huddleston McBride Drainage Company  
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September 28, 2011

### **Changes**

1. ENGINEER may make changes within the general scope of this Agreement for the services to be performed. If such changes cause an increase or decrease in SUBCONSULTANT's cost or time required for performance of any services under this Agreement, ENGINEER will make an equitable adjustment and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by SUBCONSULTANT shall be furnished without the written authorization of ENGINEER. The fee established herein will not be exceeded without agreement by ENGINEER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. SUBCONSULTANT shall make revisions in reports or other services prepared or performed by SUBCONSULTANT that may have been completed, approved, and accepted by ENGINEER or OWNER as are necessary to correct errors when required to do so by ENGINEER or OWNER without additional compensation therefore from ENGINEER.

### **Extension of Services**

This Agreement may be extended for additional services upon authorization by OWNER. Extension of services shall be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

SUBCONSULTANT shall submit invoices for services rendered, broken down by task, on a monthly basis along with a brief report on progress attained during the month and an update of the schedule for review by ENGINEER. ENGINEER shall pay SUBCONSULTANT for services satisfactorily rendered within ten working days of receipt of payment from OWNER.

### **Insurance**

SUBCONSULTANT shall obtain the minimum amounts of insurance as described below and submit a Certificate of Insurance to ENGINEER. The certificates must show ENGINEER and OWNER as an additional insured on the Policy of Insurance for each coverage listed except for Workers' Compensation and Professional Liability. Insurance submittal must include an additional insured endorsement. Certificates and forms must be in ENGINEER's possession prior to proceeding with the services.

ENGINEER shall be notified of cancellation or restrictive amendments to any of the above policies at least 30 days prior to the effective date of such cancellations or amendments.

SUBCONSULTANT shall comply with all applicable laws governing insurance and shall carry at least the following minimum amounts of insurance:

1. *Workers' Compensation and Employer's Liability* insurance in accordance with the laws of the state in which workers are employed.

Huddleston McBride Drainage Company  
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2. **Comprehensive General Liability** in an amount not less than \$2,000,000 combined single limits. Endorsement CG 20 26 07 04 shall be provided for SUBCONSULTANT's General Liability Policy naming ENGINEER as additional insured. SUBCONSULTANT's General Liability Insurance Policy shall not include language that excludes coverage as a result of ENGINEER giving supervision, directions or instructions, or failing to give them to SUBCONSULTANT.
3. **Comprehensive Automotive Liability** in an amount not less than \$1,000,000 combined single limits.
4. **Valuable Papers** insurance in an amount equal to the value of services performed to assure the restoration of any photography, plans, drawings, field notes, or other data and reports related to the services covered by this Agreement in the event of their loss or destruction, until such time as the services are delivered to ENGINEER.
5. **Professional Liability** in an amount not less than ~~\$2,000,000~~ <sup>\$1,000,000</sup> with a deductible acceptable to ENGINEER. SUBCONSULTANT agrees to maintain coverage for at least two years after completion of the services for at least the above amount.
6. **Umbrella Coverage** in an amount not less than \$2,000,000.
7. **Pollution Coverage** in an amount not less than \$2,000,000 of pollution liability.

This insurance shall be primary and noncontributing to the additional insured's own coverage and not excess with regard to any insurance provided by others.

#### **Access to Records**

SUBCONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement for inspection and/or audit by OWNER and ENGINEER, and copies thereof shall be furnished if requested. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of OWNER or ENGINEER.

#### **Legal Relations**

SUBCONSULTANT shall become familiar with and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations that in any manner affect the services or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority granted to SUBCONSULTANT thereby, there shall be no personal liability upon ENGINEER or any employees of ENGINEER and OWNER and their authorized representatives.

Huddleston McBride Drainage Company  
Page 5  
September 28, 2011

### **Indemnification**

SUBCONSULTANT hereby agrees to protect, hold harmless, defend, pay for the defense of, and indemnify ENGINEER, its officers, and employees from any claims, damages, and expenses, including ENGINEER's and reasonable attorneys' fees, caused by losses or damages sustained by, or alleged to have been sustained by any person, including employees of the parties hereto, and due to an occasioned or alleged negligent act, error, or omission of SUBCONSULTANT in regard to services performed under this Agreement.

Although ENGINEER may provide SUBCONSULTANT with general guidance concerning SUBCONSULTANT's responsibilities under this Agreement, SUBCONSULTANT shall remain solely responsible for all actions of its employees, consultants, or agents, including but not limited to their means, methods, techniques, sequences, procedures, or health and safety precautions or programs. SUBCONSULTANT hereby agrees to protect, hold harmless, pay for the defense of, and indemnify ENGINEER, its officers, and employees from any claims, damages, and expenses, including reasonable attorneys' fees relating to any and all losses or damages to persons or property arising from occasioned or alleged negligent acts or omissions of SUBCONSULTANT in connection with SUBCONSULTANT's supervision, directions, instructions, or failure to give supervision, directions, or instructions to SUBCONSULTANT's employees, consultants, or agents.

### **Errors and Omissions**

SUBCONSULTANT shall be responsible for the accuracy of the services performed by SUBCONSULTANT under this Agreement and shall promptly make necessary revisions or corrections to its services resulting from its occasioned or alleged negligent acts, its errors, or its omissions without additional compensation.

SUBCONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.

### **Nondiscrimination**

In the performance of the services under this Agreement, SUBCONSULTANT agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by ENGINEER for its convenience, provided that written notice is given no less than ten calendar days (delivered by certified mail, return receipt requested) of the intent to terminate and an opportunity exists for consultation with ENGINEER prior to termination. SUBCONSULTANT will be paid for satisfactorily completed services to date of termination upon receipt of payment from OWNER.

Huddleston McBride Drainage Company  
Page 6  
September 28, 2011

**Entire Agreement**

This Agreement, together with all supporting documents herein referenced, supersedes all previous agreements, oral or written, between ENGINEER and SUBCONSULTANT for these services and represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by ENGINEER to SUBCONSULTANT concerning the PROJECT or services to be performed. This Agreement may not be altered, modified, or amended, except in writing properly executed by an authorized representative of ENGINEER and SUBCONSULTANT.

**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER, SUBCONSULTANT, or ENGINEER. ENGINEER's and SUBCONSULTANT's services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER or SUBCONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. OWNER, ENGINEER, and SUBCONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

All claims, counterclaims, disputes, and other matters in question between ENGINEER and SUBCONSULTANT arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

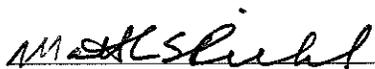
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

STRAND:

SUBCONSULTANT:

STRAND ASSOCIATES, INC.<sup>®</sup>

HUDDLESTON McBRIDE  
DRAINAGE COMPANY

  
Matthew S. Richards  
Corporate Secretary

10/26/11  
Date

  
Thomas Huddleston  
President

10/12/11  
Date



Strand Associates, Inc.<sup>®</sup>  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815-744-4200  
(F) 815-744-4215

**AMENDMENT NO. 1 TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**STRAND ASSOCIATES, INC.<sup>®</sup>**  
**AND**  
**JORGENSEN AND ASSOCIATES, INC.**

This is Amendment No. 1 to the October 17, 2008, Agreement between Strand Associates, Inc.<sup>®</sup> (ENGINEER) and JORGENSEN AND ASSOCIATES, INC. (SUBCONSULTANT).

REPLACE the second paragraph with the following:

”Whereas the McHenry County Department of Transportation (OWNER) has contracted with ENGINEER for providing services related to the Noe Road Bridge Replacement, Phases 1 and 2, hereinafter referred to as the Project.”

Under **Scope of Services**, ADD the following:

“2. Prepare a statutory plat of highways and legal descriptions for the proposed realignment of Noe Road.”

Under **Compensation**, CHANGE \$22,706.92 to “\$32,678.70.”

Under **Schedule**, CHANGE December 31, 2009 to “December 31, 2012.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

STRAND:

SUBCONSULTANT:

STRAND ASSOCIATES, INC.<sup>®</sup>

JORGENSEN AND ASSOCIATES, INC.

*Matthew S. Richards* 10/17/11      *Christian Jorgensen* 10/15/11  
Matthew S. Richards      Date      Christian Jorgensen      Date  
Corporate Secretary      President

**AGREEMENT FOR PROFESSIONAL SERVICES**

**STRAND ASSOCIATES, INC.  
AND  
JORGENSEN AND ASSOCIATES, INC.**

**This Agreement** is made and entered into this 17<sup>th</sup> day of October, 2008, between Strand Associates, Inc. (ENGINEER) and Jorgensen and Associates, Inc. (SUBCONSULTANT), 120 Park Avenue, Lake Villa, IL 60046.

**Whereas**, McHenry County Division of Transportation (OWNER) has contracted with ENGINEER in an Agreement dated \_\_\_\_\_, 20\_\_, for providing services related to the Noe Road Bridge Replacement, Phase I, hereinafter referred to as the PROJECT.

**Whereas**, ENGINEER intends to contract with SUBCONSULTANT for professional services in accordance with this Agreement.

**General**

SUBCONSULTANT shall furnish all necessary materials, equipment, supplies, and incidentals for services to be accomplished by SUBCONSULTANT.

All services under this Agreement shall be done in a good and workmanlike manner. ENGINEER shall not be responsible for SUBCONSULTANT's means, methods, techniques, sequences, procedures, or safety precautions and programs.

The services under this Agreement shall at all times be subject to the review and approval of OWNER and shall be in accordance with the requirements of current policy practices, standards, and criteria of OWNER.

SUBCONSULTANT shall determine and provide all traffic control measures and devices in accordance with *The Manual on Uniform Traffic Control Devices* and local regulatory requirements necessary to carry out the services required by this SUBCONSULTANT's Agreement.

SUBCONSULTANT shall not sublet or assign any part of SUBCONSULTANT's Services without the prior written approval of ENGINEER.

SUBCONSULTANT shall provide ENGINEER with services in the same manner and to the same extent as ENGINEER is bound by the prime Agreement to provide such services to OWNER including compliance with all prescribed governmental regulations.

## Scope of Services

Specific materials and services to be provided by SUBCONSULTANT under this Agreement shall include preparation of right-of-way surveys and plats. SUBCONSULTANT shall provide the following:

- I. Prepare a statutory plat of highways and legal descriptions for parcels adjacent to Noe Road. The tax index numbers of the parcels are:

11-09-300-006

11-08-400-003

11-09-300-001

11-08-400-004

## Compensation

SUBCONSULTANT services shall be paid on a cost plus fixed fee basis and in no event will the total compensation under this Agreement exceed \$22,706.92 without a written amendment.

SUBCONSULTANT's billing for staff assigned to this PROJECT shall follow Illinois Department of Transportation billing procedures utilizing the appropriate Illinois Department of Transportation forms.

## Schedule

Execution of this Agreement and issuance of appropriate insurance certificates and endorsement by SUBCONSULTANT shall constitute authorization to SUBCONSULTANT to proceed. All services are scheduled to be completed by December 31, 2009.

## Changes

ENGINEER may make changes within the general scope of this Agreement for the services to be performed. If such changes cause an increase or decrease in SUBCONSULTANT's cost or time required to perform any services under this Agreement, ENGINEER shall make an equitable adjustment and modify this Agreement in writing.

No services for which SUBCONSULTANT will charge additional compensation shall be furnished without the authorization of ENGINEER.

SUBCONSULTANT shall make revisions in reports or other services prepared or performed by SUBCONSULTANT that may have been completed, approved, and accepted by ENGINEER or OWNER as are necessary to correct errors when required to do so by ENGINEER or OWNER without additional compensation therefore from ENGINEER.

## Extension of Services

This Agreement may be extended for additional services upon authorization by OWNER. Extension of services shall be provided on a cost plus fixed fee basis.

## Payment

SUBCONSULTANT shall submit invoices for services rendered, broken down by task, on a monthly basis along with a brief report on progress attained during the month and an update of the schedule for review by ENGINEER. ENGINEER shall pay SUBCONSULTANT for services satisfactorily rendered within 10 working days of receipt of payment from OWNER.

## Insurance

SUBCONSULTANT shall obtain the minimum amounts of insurance as described below. SUBCONSULTANT shall submit a Certificate of Insurance to ENGINEER. The certificates must show ENGINEER and OWNER as an additional insured on the Policy of Insurance for each coverage listed except for Workers' Compensation and Professional Liability. Insurance submittal must include an additional insured endorsement. Certificates and forms shall be in the possession of ENGINEER prior to proceeding with the Services.

ENGINEER shall be notified of cancellation of or restrictive amendments to any of the above policies at least 30 days prior to the effective date of such cancellations or amendments.

SUBCONSULTANT shall comply with all applicable laws governing insurance and shall carry at least the following minimum amounts of insurance:

1. *Workers' Compensation and Employer's Liability* insurance in accordance with the laws of the state in which workers are employed.
2. *Comprehensive General Liability* in an amount not less than \$1,000,000 combined single limits. Endorsement shall be provided for SUBCONSULTANT's General Liability Policy naming ENGINEER as additional insured.
3. *Comprehensive Automotive Liability* in an amount not less than \$1,000,000 combined single limits.
4. *Valuable Papers Insurance* in an amount equal to the value of services performed to assure the restoration of any photography, plans, drawings, field notes, or other data and reports related to the services covered by this Agreement in the event of their loss or destruction, until such time as the services are delivered to ENGINEER.
5. *Professional Liability* in an amount not less than \$2,000,000 with a deductible acceptable to ENGINEER. SUBCONSULTANT agrees to maintain coverage for at least two years after completion of the Services for at least the above amount.
6. *Umbrella Coverage* in an amount not less than \$2,000,000.

This insurance shall be primary and noncontributing to the additional insured's own coverage and not excess with regard to any insurance provided by others.

## Access to Records

SUBCONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement for inspection and/or audit by OWNER and ENGINEER, and copies thereof shall be furnished if requested. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of OWNER or ENGINEER.

### **Legal Relations**

SUBCONSULTANT shall familiarize himself and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations that in any manner affect the services or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority granted to SUBCONSULTANT thereby, there shall be no personal liability upon ENGINEER or any employees of ENGINEER and OWNER and their authorized representatives.

### **Indemnification**

SUBCONSULTANT hereby agrees to protect, hold harmless, defend, pay for the defense of, and indemnify ENGINEER, its officers, and employees from any claims, damages, and expenses, including ENGINEER's and reasonable attorneys' fees, caused by losses or damages sustained by, or alleged to have been sustained by any person, including employees of the parties hereto, and due to an occasioned or alleged negligent act, error, or omission of SUBCONSULTANT in regard to services performed under this SUBCONSULTANT Agreement.

Although ENGINEER may provide SUBCONSULTANT with general guidance concerning SUBCONSULTANT's responsibilities under this SUBCONSULTANT Agreement, SUBCONSULTANT shall remain solely responsible for all actions of its employees, consultants, or agents, including but not limited to their means, methods, techniques, sequences, procedures, or health and safety precautions or programs. SUBCONSULTANT hereby agrees to protect, hold harmless, pay for the defense of, and indemnify ENGINEER, its officers, and employees from any claims, damages, and expenses, including reasonable attorneys' fees relating to any and all losses or damages to persons or property arising from occasioned or alleged negligent acts or omissions of SUBCONSULTANT in connection with SUBCONSULTANT's supervision, directions, instructions, or failure to give supervision, directions, or instructions to SUBCONSULTANT's employees, consultants, or agents.

### **Errors and Omissions**

SUBCONSULTANT shall be responsible for the accuracy of the services performed by SUBCONSULTANT under this Agreement and shall promptly make necessary revisions or corrections to its services resulting from its occasioned or alleged negligent acts, its errors, or its omissions without additional compensation.

SUBCONSULTANT shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.

### **Nondiscrimination**

In the performance of the services under this Agreement, SUBCONSULTANT agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

**Termination**

This Agreement may be terminated with cause in whole or in part in writing by ENGINEER for its convenience, provided that written notice is given no less than ten calendar days (delivered by certified mail, return receipt requested) of the intent to terminate and an opportunity exists for consultation with ENGINEER prior to termination. SUBCONSULTANT will be paid for satisfactorily completed services to date of termination upon receipt of payment from OWNER.

If Agreement with OWNER is not executed, then this Subconsultant Agreement is terminated without penalty to either party.

**Entire Agreement**

This Agreement, together with all supporting documents herein referenced, supersedes all previous agreements, oral or written, between ENGINEER and SUBCONSULTANT for these services and represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by ENGINEER to SUBCONSULTANT concerning the PROJECT or Services to be performed. This Agreement may not be altered, modified, or amended, except in writing properly executed by an authorized representative of ENGINEER and SUBCONSULTANT.

**Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

**Dispute Resolution**

All claims, counterclaims, disputes, and other matters in question between ENGINEER and SUBCONSULTANT arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties hereto mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

SUBCONSULTANT:

STRAND ASSOCIATES, INC.

JORGENSEN AND ASSOCIATES, INC.

*Matthew S. Richards* 10/17/08  
Matthew S. Richards Date  
Corporate Secretary

*Christian H. Jorgensen* 10/10/08  
Christian H. Jorgensen Date  
President



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

**WHEREAS**, McHenry County has determined that there is a need to perform improvements to the Noe Road bridge (056-3048) as part of the approved FY 2011 to 2015 Highway Improvement Program; and

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

**WHEREAS**, the Noe Road bridge has a sufficiency rating of 34.9 out of 100 and is currently closed due to beam failure; and

**WHEREAS**, McHenry County is desirous of replacing a bridge structure (056-3048) on Noe Road in Marengo Township which will involve the removal of the existing bridge and re-alignment of the road; and

**WHEREAS**, Federal Highway Bridge Program (HBP) Funds have been committed to McHenry County for 80% of said engineering costs; and

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

**NOW THEREFORE BE IT RESOLVED**, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of thirty thousand, four hundred five dollars (\$30,405.00) from the County Bridge Fund, OCA code 820120-4455, for said agreement; and

**BE IT FURTHER RESOLVED**, that this project has been designated as Section 08-00357-00-BR; and

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

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

**DATED** at Woodstock, Illinois this 6<sup>th</sup> day of December, A.D., 2011.

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

ATTEST:

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



**Illinois Department  
of Transportation**

**Local Agency Agreement  
for Federal Participation**

Local Agency County of McHenry	State Contract	Day Labor	Local Contract X	RR Force Account
Section 08-00357-00-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-100-09	BROS-0111(056)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Noe Road Route TR 32 Length 0.25 mi  
 Termini Over Rush Creek

Current Jurisdiction Marengo Township Existing Structure No 056-3048

**Project Description**

Phase II engineering services for removal of the two-span deck beam structure that carries Noe Road over Rush Creek and realignment of Noe Road at Carmack Road to eliminate the need for a structure.

**Division of Cost**

Type of Work	HBP	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	121,619	( * )		( )	30,405	( BAL )	152,024
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 121,619</b>		<b>\$</b>		<b>\$ 30,405</b>		<b>\$ 152,024</b>

\*Maximum FHWA (HBP) participation 80% not to exceed \$121,619.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

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

**Local Agency Appropriation**

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

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Local Agency

Kenneth D. Koehler

\_\_\_\_\_  
Name of Official (Print or Type Name)

Chairman of the Board

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

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

DUNS Number 034507868

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

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

(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

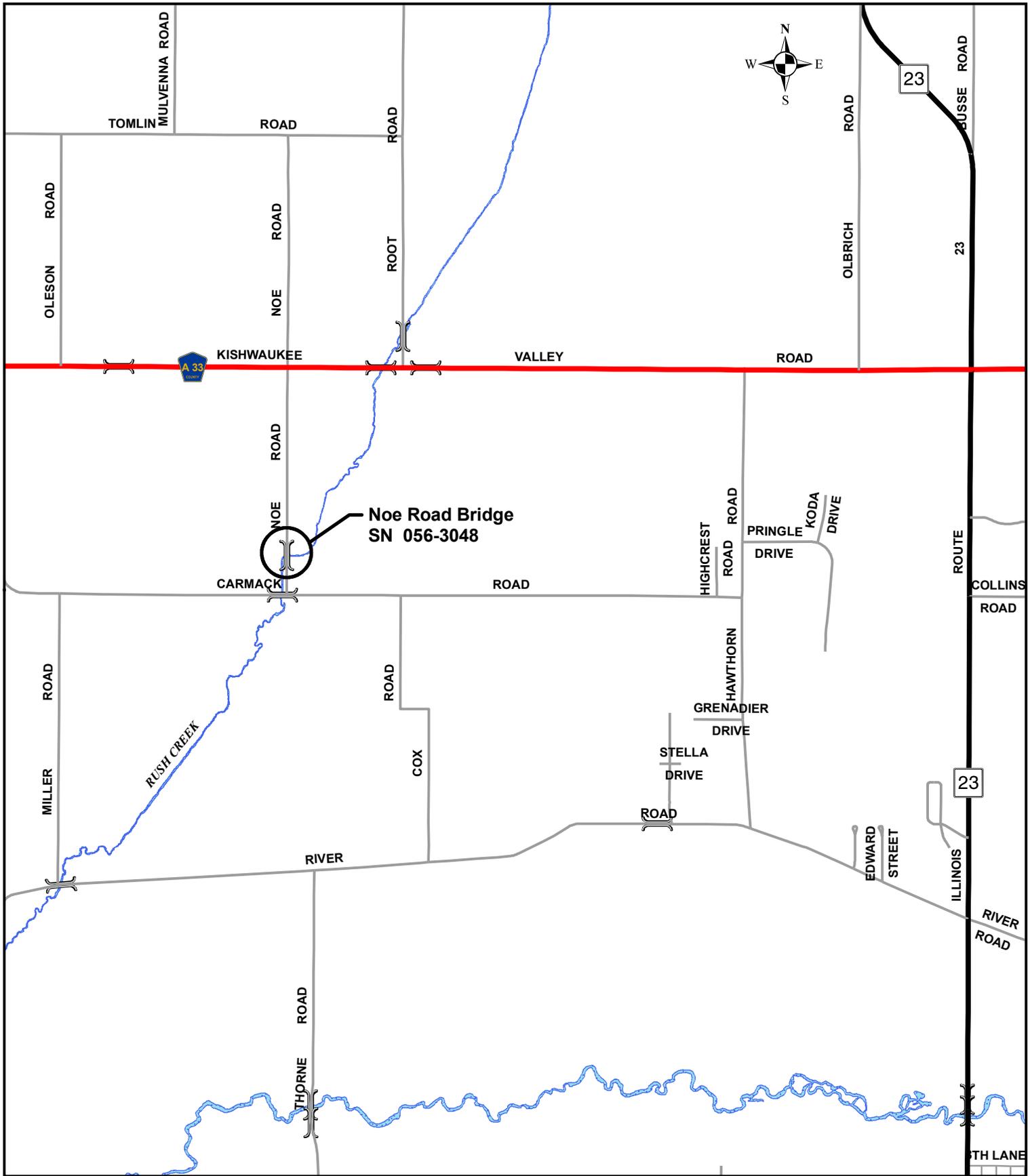
\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

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

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



**Noe Road Bridge  
SN 056-3048**

**DATE**  
October 1, 2008

**SOURCE**  
McHenry County DOT GIS

**PROJECTION**  
Transverse Mercator  
NAD 1983 StatePlane Illinois East

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

**LEGEND**

- County Route
- Township Road
- Bridge
- Watercourse

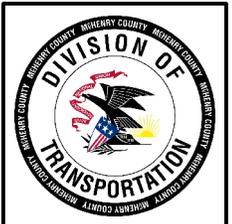
**SCALE**  
1 inch equals 3,000 feet

0 750 1,500 3,000 4,500 Feet

**Addendum No 1 - Noe Road  
Bridge over Rush Creek**

**Location Map**

**McHenry County  
Division of Transportation**



**RESOLUTION**  
**ADOPTING MCHENRY COUNTY SNOW AND ICE CONTROL POLICY**

**WHEREAS**, one of the primary functions of the McHenry County Division of Transportation is to provide for the efficient removal of snow and ice on the County Highway System during the winter months; and

**WHEREAS**, snow and ice removal is considered emergency work in that highways must be cleared any time of the day or night to provide for the safe transportation of people and goods, especially emergency services such as police, fire, and rescue operations; and

**WHEREAS**, in order to effectively administer and manage the snow and ice removal operations of the County Highways, a formal policy has been developed to define the service level to be provided for the motoring public on the County Highway System and to guide the Director of Transportation/County Engineer and the Division of Transportation maintenance staff in performing snow and ice removal operations; and

**WHEREAS**, Division of Transportation staff have developed the *McHenry County Snow and Ice Control Policy* attached hereto and made a part hereof; and

**WHEREAS**, said policy is intended as a guide and under circumstances deviations from the policy may be necessary.

**NOW, THEREFORE, BE IT RESOLVED**, by the McHenry County Board that the *McHenry County Snow and Ice Control Policy*, be and is hereby adopted; and

**BE IT FURTHER RESOLVED**, that this policy supersedes all previous snow and ice control policies of the McHenry County Division of Transportation; and

**BE IT FURTHER RESOLVED**, that the County Clerk is directed to provide a certified copy of this resolution to the County Board Chairman, the County Administrator, the Director of Transportation/County Engineer, the County Sheriff, the Deputy Administrator/Risk Manager, and the County Director of Emergency Services.

**DATED** at Woodstock, Illinois this 6<sup>th</sup> day of December, A.D., 2011

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

ATTEST:

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

# **MCHENRY COUNTY DIVISION OF TRANSPORTATION**



## **SNOW AND ICE POLICY**

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## **INTRODUCTION**

The McHenry County Division of Transportation has sole responsibility for the removal of snow and ice on the County's 240 mile system of highways. This system varies from rural highway with traffic volumes of less than 500 vehicles per day to five lane urban highways with traffic volumes in excess of 45,000 vehicles per day.

Snow and ice removal is considered emergency work in that highways must be cleared any time of the day or night to provide for the safe transportation of people and goods, especially emergency services such as rescue, police, and fire. The McHenry County Division of Transportation strives to keep roads clear of snow and ice at all times and achieve bare pavement as soon as possible when events have ended using the least amount of materials possible. Careful planning and preparation must be done prior to and throughout the snow and ice season for two primary reasons:

1. The potential hazard to the motoring public associated with frost, snow and ice conditions.
2. The cost associated with the removal operations.

This planning process is highly complex due to the variable conditions encountered during each storm. Factors such as the rate and accumulation of snowfall, temperature, time of day or night, wind direction and velocity, and the duration of the storm, all interact to create a unique aspect for each storm event with the result that no two storms are ever identical.

## **STORM DECISION MAKING**

The Division of Transportation has developed procedures to perform anti-icing and snow and ice removal operations for varying weather conditions. Personnel will respond each time the Division of Transportation determines or it is notified that weather conditions include the possibility of creating a hazard for the motoring public. The County's snow removal operations are sophisticated and efficient. Depending on the severity of the storm, as few as two (2) personnel and one (1) plow truck to as many as 43 personnel and 29 pieces of Division of Transportation equipment can be made available to combat a storm.

The key element in implementing an efficient frost and snow and ice control program is receiving timely weather information. Accurate weather forecasting is imperative in deciding on the level of response. The County Division of Transportation subscribes to two (2) weather forecasting services, and time of and level of response is based upon these forecasts, input from a meteorologist and field conditions. These forecasts provide for accurate weather information and have greatly assisted in increasing the effectiveness of the snow and ice control program. The McHenry County Division of Transportation will also implement the use of RWIS (remote weather information systems) in its weather forecasting and decision making. RWIS is primarily used for pavement temperature forecasting, accurate wind speeds and is vital to anti-icing operations.

When a response is warranted, pre-treatment is planned, a storm warning is received, or assistance is requested from the sheriff or municipal police, the Maintenance Superintendent, or his designee, will determine the level of response. To evaluate field conditions, the Maintenance Superintendent or the Assistant Maintenance Superintendent may initiate a supervisor patrol consisting of one to four supervisory personnel. The County Engineer will be informed of all operations.

At a minimum level of response, the Division of Transportation may initiate a one (1) or two (2) truck patrol. A full operation or an anti-icing operation may also be initiated in advance of precipitation or freezing conditions depending on the estimated start time or intensity of the storm.

It is the policy of the County Division of Transportation to dispatch plow trucks and personnel just prior to any predicted snow or ice event, or as soon as possible when an event takes place.

## **ALERTING SNOW AND ICE CONTROL PERSONNEL**

Although the Division of Transportation's Maintenance Division is tasked specifically with staffing anti-icing, frost and snow and ice control operations, all employees of the Division of Transportation, including engineering and administrative staff have a responsibility to assist in snow removal operations if necessary.

When the decision has been made to respond to a storm event, the Maintenance Superintendent, Assistant maintenance Superintendent or a Maintenance Supervisor may report to the Division of Transportation or evaluate field conditions and begin preparations for the storm. Personnel will be contacted by telephone or by a County issued cellular phone. During all levels of response, the Division of Transportation Maintenance Facility will be staffed by a minimum of two (2) people to answer emergency phone calls, communicate with Division of Transportation vehicles and be able to respond to emergencies that may arise. Typically, engineering and administrative staff are only asked to assist during extreme snow emergencies or to fill vacancies.

Snow removal equipment with a GVW of 26,000lbs and greater shall be operated by employees with a valid CDL license and shall adhere to the McHenry County CDL policy. All plow and equipment operators are required to perform a pre-trip and post trip inspection and fill out the proper documentation. All plow operators are also required to fill out snow and ice reports following an event or a shift. All operators shall report any safety related or equipment related issue prior to leaving the facility for evaluation by a supervisor. All trucks are required to have the plow mounted on the truck unless removal is approved by the supervisor.

## **GENERAL SNOW AND ICE PROCEDURES**

When the Division has decided to react to predicated conditions or to respond to a storm, a decision is made to implement one of five (5) different operations. Each operation varies in the amount of service performed and the manpower and equipment necessary to perform it. All operations have been developed to limit

the amount of time a particular person is plowing to 16 hours or less. It is possible in extreme events that an employee may be required to work up to 20 hours. The Six (6) operations are listed below along with a brief explanation:

#### Operation 1: Two-Four Truck Patrol

This operation is initiated during “borderline” conditions when the Division receives information that bridge decks are/or may freeze; however, there is a low probability of a storm developing. This operation may also apply to a site specific problem, such as a fire, where only one truck is needed. Typically these patrols will involve salting problematic areas and those areas where a report of icing is received. Sometimes this operation may be increased to a four (4) truck patrol, with one truck in each quadrant of the County. Occasionally, more than 4 trucks may be required but not the entire crew. Typically this operation lasts 3 to 6 hours.

#### Operation 2: 19 Truck Response

During a typical storm, the Division of Transportation will respond with 22 trucks on 19 different plow routes. These routes have been developed to be equal in time of completion by taking into account, length of the route, number of lanes, traffic conditions, speed, etc. Twenty two to Thirty (22-30) personnel may be involved in this operation with the addition of two smaller vehicles to assist in areas difficult for the larger vehicles (dual turn lanes, center medians, islands, etc.). The Maintenance Superintendent, the Assistant Maintenance Superintendent or supervisors will supervise operations and act as dispatch. The Shop Supervisor and at least one maintenance worker will load trucks, and make emergency repairs if required. Typically these operations last 3 to 14 hours. Reference map marked “Snow Route Map”.

#### Operation 3: 24 Truck Response

This operation is initiated when an intense storm is predicted; however, it is anticipated to last less than 16 hours or is predicted to become intense during the morning or evening rush hours. In this situation, two (2) additional trucks and personnel are assigned to supplement the standard 19 routes and smaller vehicles. The two (2) additional trucks are assigned based on the roadway conditions in the county and may “float” between various areas. Engineering staff may also be utilized in smaller equipment such as pick-ups to help clear intersections and turn lanes, run for parts and deliver fuel. In most cases if the event was predicted to last more than 16 hours a split shift operation will be utilized.

#### Operation 4: Full Equipment Response/Priority Response

Storms that are predicted to last longer than 16 hours or are estimated to exceed 6 inches in accumulation will result in a full call-out of personnel and equipment and will involve a two-tier priority plowing response. Because the Division of Transportation does not have the personnel to operate the full 19 routes on a 24 hour basis, a prioritization has been made of the various County Highways. The standard 19 routes will be plowed from 3:00 a.m. until 7:00 p.m. After 7:00 p.m., the roadways will be plowed on a priority basis as outlined in the priority list and on the priority map. Generally a four to eight (4 - 8) truck secondary shift will be utilized for the off-peak operations, allowing the majority of the drivers to rest. The determination of whether a County Highway is considered primary or

secondary is made based on the level of traffic, nearest arterial or other primary highway, commuting patterns, and the availability of roadway connection between municipalities. This operation will require the assistance of administrative/engineering personnel at the direction of the County Engineer and/or the Maintenance Superintendent. In most cases if the event was predicted to last more than 16 hours a split shift operation will be utilized

#### Operation 5: Split Shift: 24 Hour Operation

The Division of Transportation has developed a plan to operate two shifts. The need to for 24 hour coverage has become more evident each year. This operation requires increased route lengths and results in a lower level of service to the public due to an inadequate number of employees to fully staff all 19 routes on a 24 hour basis. It does however; provide operators with additional rest time and 24 hour coverage for the entire County Highway system. Each shift may consist of fourteen route trucks a mechanic/ loader operator and a supervisor or less depending on the number of personnel. Each shift is scheduled to work 12 hours and may work 14 hours to accommodate an overlap at peak traffic hours. This plan has been implemented and proven effective. A schedule will be provided to all maintenance personnel prior to the start of the snow plowing season. This schedule is subject to change if additional personal are added. The number of trucks and number of routes may also change with likely increases in areas with high traffic volumes.

Reference map marked "12-Hour Snow Route Map".

#### Operation 6: Anti Icing Operation

Anti-icing is the operation of applying chemicals to a roadway prior to or during an event to prevent the formation of ice on the roadway. The most common method of anti-icing is to apply liquid chemicals to the roadway at a predetermined rate. Anti-icing is designed to prevent the bond from forming between the pavement and the ice. The criteria for initiating an anti-icing operation are the prediction of the formation of frost, the prediction of a winter event or any time conditions warrant anti-icing. The McHenry County Division of Transportation has developed an anti-icing operation. If conditions are predicted that meet anti-icing criteria the Maintenance Superintendent or the Assistant Maintenance Superintendent may initiate anti-icing. Liquid anti-icing will be accomplished using up to six (6) liquid dispensing systems mounted on trucks. These trucks range in capacity from 500 gallons to 2600 gallons The Chemicals used may be; salt brine (23% solution), liquid calcium chloride (32% solution), and organics (concentrate) or predetermined mixtures of these chemicals.

- The rate of application for salt brine is 40 gallons per lane mile minimum for frost treatment, 50 gallons per lane mile minimum for anti-icing pre-treatment. The normal recommended rate is 60 gallons per lane mile.
- The rate of application for calcium chloride or organics should **not** exceed 30 gallons per lane mile. The normal recommended rate is 20 gallons per lane mile.
- The application rate for the blended products, commonly known as Supermix, is 40 gallons per lane mile.

The application rate and chemicals used should be determined by the supervisor prior to beginning the operation. Anti-icing operations utilizing salt brine should not commence unless the pavement temperature is 15 degrees Fahrenheit and rising, if wind speeds exceed 15 miles per hour and/or loose snow is present, if

dew points are within 2 points of one another, if humidity levels are more than 70% and if the event is predicted to begin as rain. For pavement temperatures below 15 degrees Fahrenheit calcium chloride and/or chemical combinations may be used. If using liquids to de-ice roadways the same above conditions must apply but applications may rise to 90 gallons per lane mile.

#### Shoulder Clearing & Winging Procedures

Generally done following a snow event or during windy conditions. Removing snow from shoulders and pushing snow or snow drifts back can be accomplished using the plow and/or wing plows. It is the practice of the McHenry County Division of Transportation to perform these operations whenever possible during daylight operations. The purpose of these operations are for roadway drainage, future snow storage, prevent snow from accumulation on the roadway, improved visibility and shoulder use for disabled vehicles. Plow operators shall perform these operations using extreme caution, at slow speeds with the dump body in the down position. Plows and wings should be carried whenever possible to prevent damage to the shoulders, roadside ditches and personal property. All plow operators should inform a supervisor prior to beginning clearing operations. A road grader and loaders may be used in addition to trucks.

## **POLICY FOR SNOW AND ICE CONTROL**

The control of frost, snow and ice shall be accomplished through anti-icing operations or de-icing and plowing operations. Anti-icing will involve the application of liquid chemicals, de-icing and plowing the application of salt, pre-wetted salt and liquids.

### Salt

The use of salt alone or in combination with liquid calcium chloride, salt brine or organics shall be determined by the amount of snow or ice on roadways, the traffic volumes, weather conditions and the weather forecast.

#### 1. Use

It is the McHenry County Division of Transportations practice to pre-wet salt whenever possible, however, salt alone may be used for clearing pavement surfaces of frost, snow and ice when the air temperature is 10 degrees F or above or the pavement temperature is 20 degrees F or above. When the air temperature is less than 10 degrees F or when the pavement temperature is less than 20 degrees F, liquids may be applied to the salt to start and accelerate the action of the brine in melting of the ice and snow. Liquid Calcium Chloride, salt brine and alternative de-icing liquids may be used as a wetting agent during all snow and ice removal operations. Pre-wetting with liquids reduces scatter and initiates brine production. It is the policy of the Division to pre-wet materials at a rate of 10 gallons per ton and generally using Supermix.

#### 2. Application

A. The rate of salt application should generally be uniform along a roadway or as conditions permit, should conform to posted treatment

recommendations, and generally not exceed 300 lbs per lane mile per application. Liquids are applied at various rates but generally do not exceed ten gallons per ton for pre-wetting practices. Liquid rates for anti icing will vary dependent upon the chemical used. General practices will be; Supermix applied at 40 gallons per lane mile, salt brine applied at 60 gallons per lane mile and calcium chloride applied at 20 gallons per lane mile. The rate may vary, as determined by maintenance personnel, according to the amount of snow or ice on the roadways, the wind speed, the traffic density, the temperature of the pavement, the time of day and year, the terrain and the weather forecast, among other considerations.

B. The width of the application should be controlled and based on roadway conditions, traffic density as well as the roadway's classification and number of lanes. Applications that cover nearly the full width should be made only if a roadway is especially slippery or ice covered. When salting curves salt should be spread primarily on the high side.

## **SALT BRINE PRODUCTION**

The McHenry County Division of Transportation has developed a plan to produce its own salt brine. Salt brine shall be produced in the brine maker by a designated employee with the assistance of a supervisor. All brine produced shall be tested to ensure it is 23.3% solution at 60 degrees Fahrenheit. Samples from each batch shall be taken, sealed and retained for a period of three years. All production and testing shall be documented. The blending of liquids shall follow the McHenry County Division of Transportation blending procedure.

## **PARKING AREAS, SIDEWALKS, DRIVEWAYS, MAIL BOX APRONS**

The County Division of Transportation is limited with regard to its resources and number of personnel. The funding and level of staffing in the maintenance divisions is limited to what is required to clear the pavement and shoulder areas of the County Highway System.

Some areas of the County Highway System have evolved over time such that parking and/or sidewalks are within the right-of-way. These areas have had parking and/or sidewalks historically; however, at no time has the County ever funded or constructed these areas. It has been and continues to be the policy of McHenry County that parking and sidewalks within the County Highway right-of-ways are a privilege and not a right and that the County is under no obligation to plow, clear or salt these areas. It is the responsibility of the property owner or the municipality to clear these areas. Snow removed from these areas by property owners, private contractors or municipalities shall not be deposited onto County Highways.

Extreme care is taken by all McHenry County Division of Transportation personnel to avoid depositing snow in driveways, aprons and approaches. However, it is impossible to avoid this situation. It is the responsibility of the private property owner to clear the driveway apron and/or approach located within the County Highway right-of-way. Snow removed from these areas by property owners, private contractors or municipalities shall not be deposited onto County Highways.

A secondary function of the County Highway System is to provide areas for the delivery of U.S. mail. While the Division of Transportation will make every attempt to clear the shoulders of the roadway, it is NOT the responsibility of the County Division of Transportation to ensure complete and uninhibited access to all mailbox areas. It is the responsibility of the box owner to remove snow, if necessary, to insure access to their box. Snow removed from these areas by property owners or private contractors shall not be deposited onto County Highways.

### **PLANTINGS IN RIGHT OF WAY PROHIBITED**

The planting of trees, shrubs, flowers, etc., within the County Highway right-of-way is prohibited. The Division of Transportation will not be liable for damage to such plantings placed within the right-of-way.

### **EMERGENCY ASSISTANCE**

Occasionally, the County Division of Transportation is asked to respond to winter weather related emergency situations beyond the County Highway System. It is the policy of the County Division of Transportation to offer emergency assistance in the form of escorting, clearing and salting only when requested by the County Sheriff or EMA. The response will be for rescue, police, fire department and state or municipal operations only and only when resources permit such assistance. It is the sole discretion of the County Engineer and/or the Highway Maintenance Superintendent to decide whether to provide said assistance.

### **ASSISTANCE TO PRIVATE PROPERTY**

Under NO circumstances will a County employee be allowed to use County-owned equipment to push, pull, or tow a stranded private vehicle from a roadway. The employee may, if a hazard exists, use his County Issued cellular phone or radio to notify the Division of Transportation to contact the local police or sheriff of the hazard. Likewise, under no circumstances will a County employee use any County-owned equipment to perform any snow or ice removal on private or commercial property.

### **DEPARTURE FROM POLICY**

The County recognizes that conditions may be so unusual or unexpected that a departure from this Policy should be authorized. Therefore, when conditions warrant, the County Engineer, in consultation with the Maintenance Superintendent, may order a departure from these general rules when, in their opinion, conditions require such an action. This policy shall only serve as general rules and guidelines. The Division of Transportation shall not be liable for any departure from this policy.

Revised October, 2009

## Snow Plow Route Priority Listing

Truck Number	Road Name	Priority Number
12	River Rd	1
	Bull Valley Rd	2
	Miller Rd	2
	Roberts Rd	3
14	Walk Up Rd	1
	Country Club Rd	2
	Fleming Rd	3
	Ridgefield Rd	3
15	Greenwood Rd	1
	Tryon Grove Rd	2
	Keystone Rd	3
16	Kishwaukee Valley Rd	1
	Deerpass Rd	2
17	Algonquin Rd	1
	County Line Rd	2
18	Ramer Rd	1
	Oak Grove Rd	1
	White Oaks Rd	2
	Hunter Rd	2
	Lawrence Rd	3
19	Randall Rd	1
	Rakow Rd	1
20	Algonquin Rd	1
	Ackman Rd	3
	Lakewood Rd	3
21	Cary Rd	1
	Virginia Rd	2
	Pyott Rd	3
22	Wilmot Rd	1
	Main St	2
	Richardson Rd	3
	Burlington Rd	3

**Priority Number Key:**

- 1 = Top Priority
- 2 = Secondary Priority
- 3 = Low Priority

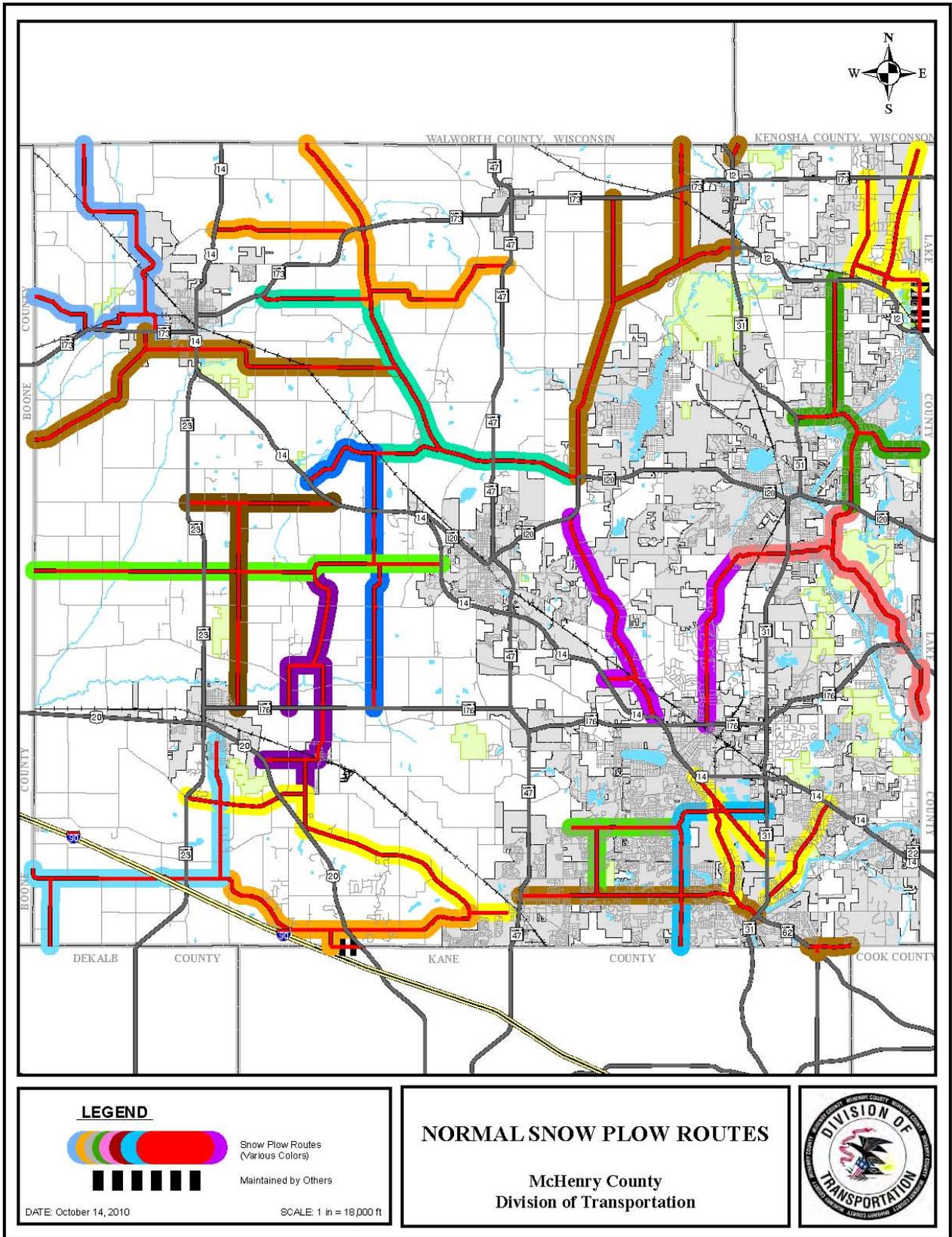
<b>Truck Number</b>	<b>Road Name</b>	<b>Priority Number</b>
23	Alden Rd	1
	Durkee Rd	2
	Johnson Rd	2
	Obrien Rd	2
	Oak Grove Rd	3
24	Harmony Rd	1
	Marengo Rd	2
	Hampshire Rd	3
25	Chapel Hill Rd	1
	Spring Grove Rd	1
	Johnsburg Rd	2
	Bay Rd	3
26	Alden Rd	1
	Charles Rd	1
	Altenburg Rd	2
27	McGuire Rd	1
	Airport Rd	2
	Flat Iron Rd	3
28	Hobe Rd	1
	Franklinville Rd	1
	Vermont Rd	3
	Garden Valley Rd	3
	Millstream Rd	3
	North Union	3
29	Nelson Rd	1
	Hartland Rd	2
	Hughes Rd	2
	Deepcut	3
	Dunham Rd	3
	Menge Rd	3
	30	North Union Rd
South Union Rd		1
West Union Rd		2
Coral Rd		2
Maple St		3
31	Harmony Rd	1
	Maple St	2
	Genoa Rd	3

**Priority Number Key:**

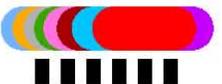
1 = Top Priority

2 = Secondary Priority

3 = Low Priority



**LEGEND**



Snow Plow Routes  
(Various Colors)  
Maintained by Others

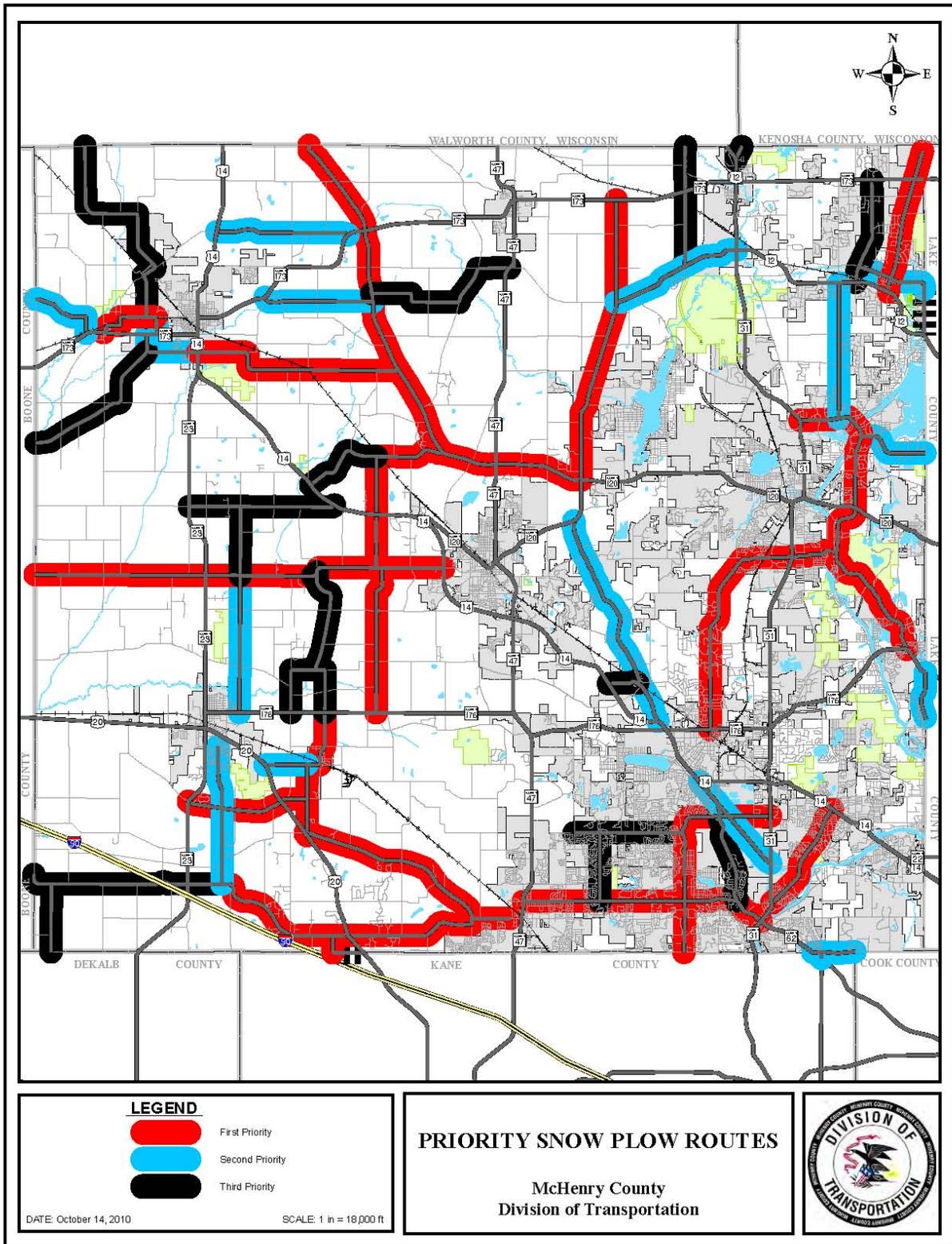
DATE: October 14, 2010

SCALE: 1 in = 18,000 ft

**NORMAL SNOW PLOW ROUTES**

**McHenry County  
Division of Transportation**





**LEGEND**

-  First Priority
-  Second Priority
-  Third Priority

DATE: October 14, 2010

SCALE: 1 in = 18,000 ft

**PRIORITY SNOW PLOW ROUTES**

McHenry County  
Division of Transportation



**RESOLUTION**  
**APPROPRIATING FUNDS FOR ICE CONTROL MAINTENANCE MATERIALS**

**WHEREAS**, in order to properly maintain the County Highway System in an ice free condition during the winter months; and

**WHEREAS**, said snow removal materials are part of the annual maintenance program and budget for the County Highway System; and

**WHEREAS**, the Illinois Department of Central Management Services and the McHenry County Purchasing Department have accepted bids for the following materials:

<u>Bid Item</u>	<u>Awarded Bidder</u>	<u>Bid Amount</u>	<u>Appropriation Amount</u>
Salt	North American Salt Company	\$904,800.00	\$904,800.00
Calcium Chloride	SILCACO LTD	\$11,200.00	\$11,200.00
Ice Bite	Univar USA Inc	\$42,180.00	\$42,180.00

**NOW THEREFORE BE IT RESOLVED**, by this County Board of McHenry County, Illinois, that the ice control material bids as described above are hereby accepted at a total cost of nine hundred fifty-eight thousand, one hundred eighty dollars (\$958,180.00); and

**BE IT FURTHER RESOLVED**, by this County Board of McHenry County, Illinois that there is hereby appropriated out of the County's FY 2011-2012 Budget the sum of nine hundred fifty-eight thousand one hundred eighty dollars (\$958,180.00) from the Motor Fuel Tax Fund, OCA code 820110-5190, for said ice control maintenance material; and

**BE IT FURTHER RESOLVED**, that these purchases are hereby designated as Section 12-00000-00-GM; and

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

**DATED** at Woodstock, Illinois this 6<sup>th</sup> day of December, A.D., 2011.

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

ATTEST:

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



Date: July 19, 2011

Document: 86905

**Sold-To ("Purchaser"):**

Ed Markison  
McHenry CHD-Treated Salt  
16111 Nelson Road  
WOODSTOCK, IL 60098-9533

Tel: 815-334-4973  
Fax: 815-334-4973  
Customer #: H817161

**NASC (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
10,000 Reserve: 0	McHenry CHD-Woodstock-Treated Salt 16111 Nelson Rd MAG TREATED SALT WOODSTOCK, IL 60098 Destination #: H817162 Delivery Lead Time: 7 days	75.40 Deliver	Depot: Chicago Export-Treated Salt Product: 6602U - Thawrox-Treated Salt Mode of Transport: DUMP (END OR BOTTOM)

Purchaser agrees Thawrox Treated Salt shipments will be deducted from any State Contract allowance they have with NASC.

The Customer guarantees to purchase 80% and NASC agrees to supply up to 120% of the committed tons during the term of this agreement. The Customer will be invoiced for any tons not taken up to the 80%

Price(s) effective through Saturday, 30 Jun 2012

**Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form.**

Terms are NET 30 days from shipment with approved credit. Proposal protected through the above date provided the proposal is accepted and acknowledged within the number of days stated in the acceptance

- \* This proposal is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Minimum 48 hours notice required for pick up or delivery. Requested dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* **Applicable taxes extra**

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Signature: Richard M. DeVries

Title: MAINTENANCE SUPERINTENDENT

Name: RICHARD M. DEVRIES

Date: 8/9/2011

Jason Bagley  
Business Dir. Specialty Products - 913-344-9390  
NASC

Please sign and return by fax to 913-338-7945 or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.



September 1, 2011

Dear Joint Purchasing Participant:

SUBJECT: 2011 - 2012 Liquid Calcium Chloride Contract Information

Your requisition for Liquid Salt Solution is enclosed so that you may submit your order to this year's contract vendor. Vendor information is as follows:

Vendor Name:	SILCACO LTD
Vendor Address:	907 N Elm Street Hinsdale, IL 60521
Orders:	(800) 435-1919
Phone:	(630) 371-2655
Fax:	(630) 371-1026
Contact:	Frank Sibr, Jr.
Contract Number:	PSD 4016260-01
FEIN:	Contact Vendor

Contract Prices: FOB Destination, as follows:

2819-182-0036: Calcium Chloride, Liquid 32% Solution Meeting AASHTO Specification M-144, Type-L Or Latest Revision Thereto. Full-Truckload Quantity Purchases.	Ordered: <u>30,000</u> Gallons
	Unit Price: <u>56</u> Cents Per Gallon
	Extension: \$ <u>16,800.00</u> Dollars

2819-182-0037: Calcium Chloride, Liquid 32% Solution Meeting AASHTO Specification M-144, Type-L Or Latest Revision Thereto. Minimum 1,000-Gallon Purchases.	Ordered: _____ Gallons
	Unit Price: _____ Cents Per Gallon
	Extension: \$ _____ Dollars

Your governmental unit is responsible for issuing your own purchase order document, follow-up, and appropriate payment to the contract vendor. Quoted prices shall remain firm for twelve (12) months.

Delivery shall be made during regular work week hours only unless previous arrangements are made with the ordering agency. Vendor shall contact the location to which deliveries are to be made 24 hours prior to making delivery. Vendor shall supply a signed delivery slip for each load of material delivered showing the number of gallons delivered and the contract price.

Truckload orders to be shipped upon receipt of an authorized order, less than Truckload order shipment dependent upon consolidation of local area orders.

If you have any questions, please contact me at Ph: (217) 782-8091 or Fax: (217) 782-5187.

Sincerely,

Wayne R. Ilsley, CPPB, Buyer,  
 Bureau of Strategic Sourcing and Procurement

**SUMMARY SHEET**      Date: 11- 30 De-icing Chemicals for MCDOT  
 County of McHenry Purchasing      Bid/RFP: 8/10/2011 @ 2:30 PM

SPECIFICATIONS	VENDOR	VENDOR	VENDOR	VENDOR
ORIGINAL SIGNATURE	YES	YES		
Cost per gallon of Natural Deicing Liquid delivered	\$1.10 per gallon	\$1.0545 per gallon		
TOTAL BID for 40,000 gallons of Natural Deicing Liquid delivered	\$44,000.00	\$42,180.00		
Manufacturer of Product	SNI SOLUTIONS	UNIVAR USA INC		
Ingredients	See proposal	See proposal		
Safety Policy	YES	YES		
Provide copy	YES	YES		
Date of delivery after receipt of purchase order.	1 – 3 Days	5 – 7 Days		

Sent to 8 potential bidders  
 Submittals received from 2.

UNOFFICIAL RESULTS

COUNTY OF McHENRY  
McHENRY COUNTY ADMINISTRATION BUILDING  
PURCHASING DEPARTMENT - ROOM 200  
2200 N. SEMINARY AVENUE  
WOODSTOCK, IL 60098

Sealed bids will be accepted in the above office until

*August 10, 2011 at 2:30 PM (CST)*

For  
**BID #11-30**

**NATURAL DE-ICING CHEMICALS FOR DOT**

CONTACT PERSON - CATHERINE LINK, CPPB  
DIRECTOR OF PURCHASING  
McHENRY COUNTY ADMINISTRATION BUILDING  
2200 N. SEMINARY AVENUE-- ROOM 200  
WOODSTOCK, IL 60098  
Phone - (815) 334-4818  
Fax - (815) 334-4680

<u>Univar USA Inc.</u>	<u>8/9/11</u>
COMPANY	DATE
<u>Jared Medhus</u>	
CONTACT PERSON	
<u>845 Terrace Ct.</u>	<u>jared.medhus@univarusa.com</u>
ADDRESS	E-MAIL ADDRESS
<u>St Paul MN 55130</u>	
CITY, STATE AND ZIP	
<u>651-774-9400</u>	<u>651-774-0850</u>
TELEPHONE NO	FAX NO.
<u>91-1347935</u>	
TIN (FEIN, or Social Security) NUMBER	

**RESOLUTION**  
**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE**  
**STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR THE**  
**MODERNIZATION AND MAINTENANCE OF TRAFFIC SIGNALS FOR**  
**VARIOUS COUNTY/STATE ROUTE INTERSECTIONS**

**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**, the Illinois Department of Transportation has undertaken a signal modernization project to improve the performance of traffic flow at forty-three intersections in McHenry County; and

**WHEREAS**, said project comprises of seven intersections that have roadways which are under the jurisdiction of the McHenry County Division of Transportation; and

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

**NOW THEREFORE BE IT RESOLVED**, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of eight thousand three hundred ninety-five dollars (\$8,395.00) from the Motor Fuel Tax Fund, OCA code 820110-6095; and

**BE IT FURTHER RESOLVED**, that this project has been designated as Section 11-00401-00-TL; and

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

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

**DATED** at Woodstock, Illinois, this 6<sup>th</sup> day of December, A.D., 2011.

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

ATTEST:

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

AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ A.D., by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter called the STATE, and the County of McHenry, of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the STATE is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped). This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY, and permanent in nature; and,

WHEREAS, the intersection(s) of US 14 @ Cary Algonquin; IL 176 @ River Rd.; IL 176 @ Roberts Rd.; County Line @ Haegers Bend; US 12 @ Winn Rd/Spring Grove. Rd.; IL 23 @ Coral Rd., and IL 120 @ Chapel Hill Rd., lie within the corporate limits of the COUNTY.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans, specifications, and contract. The STATE also agrees to pay all construction and engineering costs subject to reimbursement by the COUNTY as hereinafter stipulated.
2. The COUNTY agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
3. It is mutually agreed that the proportional participation for the construction costs and engineering costs of this improvement shall be as follows:

	Improvement Cost	State Cost	McHenry County Cost	Kane County Cost	Village Cary Cost	Village Island Lake Cost	Village Barrington Hills Cost	Village Spring Grove Cost	Riley Twp Cost	City Havard Cost
US 14 @ IL 173 (Diggins)	\$75,000.00 (Signal upgrades)	\$73,125.00 (90% + 7.5%)								\$1,875.00 (2.5%)
Engineering (15%)		\$10,968.75								\$281.25
US 14 @ Cary Algonquin	\$35,000.00 (Signal upgrades)	\$33,250.00 (90% + 5%)	\$875.00 (2.5%)		\$875.00 (2.5%)					
Engineering (15%)		\$4,987.50	\$131.25		\$112.50					
IL 176 @ River Rd.	\$34,000.00 (Signal upgrades)	\$33,150.00 (90% + 7.5%)	\$850.00 (2.5%)							
Engineering (15%)		\$4,972.50	\$127.50							
	Improvement	State	McHenry	Kane	Village	Village	Village	Village	Riley	City

	Cost	Cost	County Cost	County Cost	Cary Cost	Island Lake Cost	Barrington Hills Cost	Spring Grove Cost	Twp Cost	Havard Cost
IL 176 @ Roberts Rd.	\$22,000.00 (Signal upgrades)	\$20,900.00 (90% + 5%)	\$550.00 (2.5%)			\$550.00 (2.5%)				
Engineering (15%)		\$3,135.00	\$82.50			\$82.50				
County Line @ Haegers Bend	\$50,000.00 (Signal upgrades)	\$45,000.00 (90%)	\$2,500.00 (5%)	\$1250.00 (2.5%)			\$1250.00 (2.5%)			
Engineering (15%)		\$6,750.00	\$375.00	\$187.50			\$187.50			
US 12 @ Winn Rd/Spring Grve. Rd.	\$20,000.00 (Signal upgrades)	\$19,000.00 (90 + 5%)	\$500.00 (2.5%)					\$500.00 (2.5%)		
Engineering (15%)		\$2,850.00	\$75.00					\$75.00		
IL 23 @ Coral Rd.	\$25,000.00 (Signal upgrades)	\$23,750.00 (90% + 5%)	\$625.00 (2.5%)						\$625.00 (2.5%)	
Engineering (15%)		\$3,562.50	\$93.75						\$93.75	
IL 120 @ Chapel Hill Rd.	\$28,000.00 (Signal upgrades)	\$26,600.00 (90% + 5%)	\$1,400.00 (5%)							
Engineering (15%)		\$3,990.00	\$210.00							
<b>TOTAL COST</b>		<b>\$315,991.25</b>	<b>\$8,395.00</b>	<b>\$1,437.50</b>	<b>\$987.50</b>	<b>\$632.50</b>	<b>\$1,437.50</b>	<b>\$575.00</b>	<b>\$718.75</b>	<b>\$2,156.25</b>

4. It is mutually agreed that the COUNTY will reimburse the STATE in an amount equal to the COUNTY'S share of the actual cost as determined in accordance with Item #3 above. It is mutually agreed that upon award of the contract for this improvement, the COUNTY will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the COUNTY. An amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
5. The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain effect for a period of ten (10) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any Amendment hereto remain in place either in their current or some modified configuration, whichever is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.
6. The actual maintenance will be performed by the STATE with its own forces or through an ongoing contractual agreement.
7. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
8. The STATE retains the right to control the sequence of timing on the traffic signals.
9. The STATE will be responsible for maintenance of lane line and median line markings. The COUNTY will be responsible for maintenance of crosswalk and stop line markings under their jurisdiction.

10. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

MCHENRY COUNTY

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

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

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

Date: \_\_\_\_\_

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersection(s) of US 14 @ Cary Algonquin; IL 176 @ River Rd. IL 176 @ Roberts Rd.; County Line @ Haegers Bend; US 12 @ Winn Rd/Spring Grove. Rd., IL 23 @ Coral Rd., and IL 120 @ Chapel Hill Rd., MCHENRY COUNTY hereby approves the plans and specifications for the proposed traffic signal improvements at the said intersection(s) above.

APPROVED:

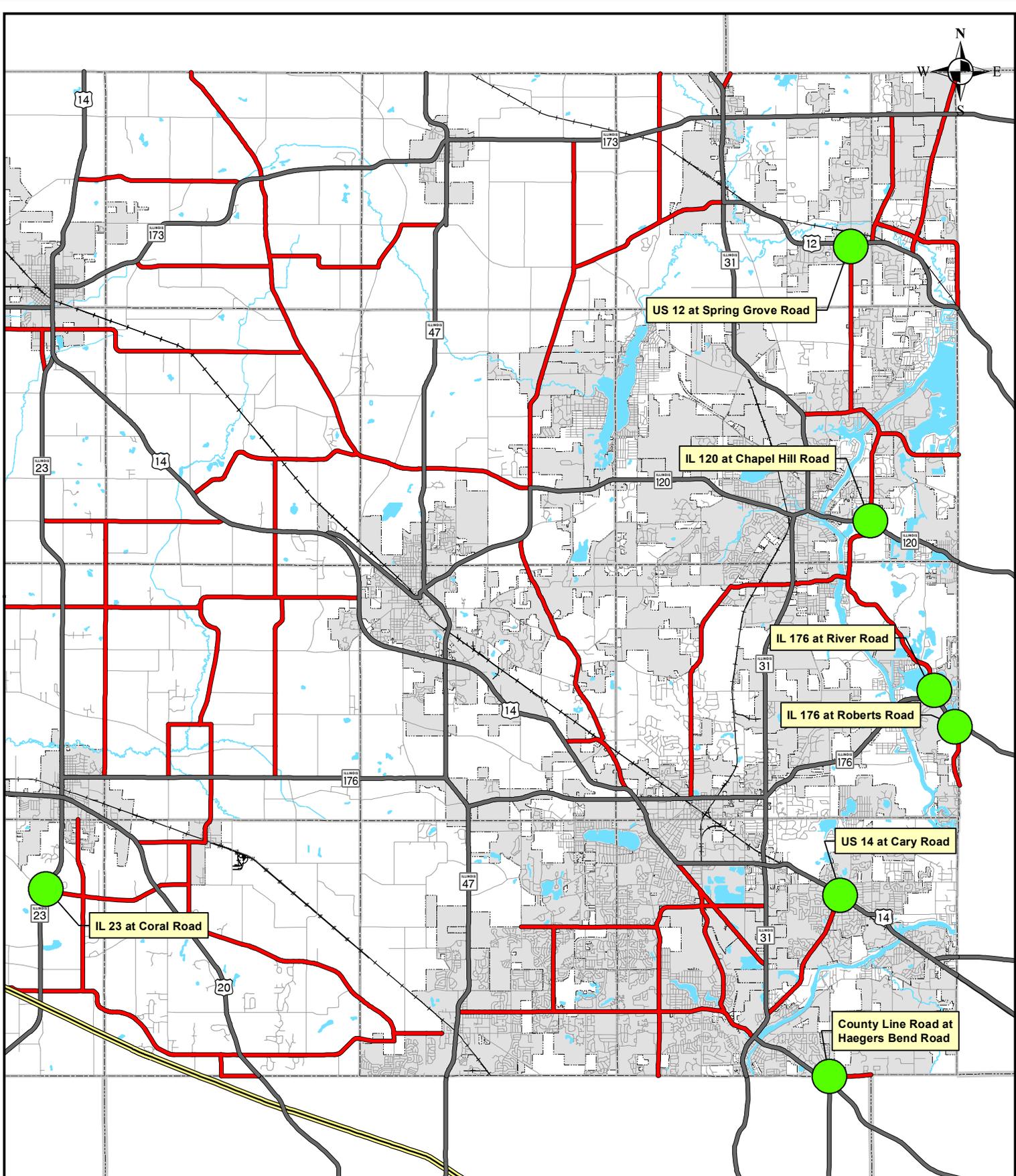
By: \_\_\_\_\_  
COUNTY ENGINEER

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

SEAL



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

**DATE**  
 Wednesday, November 09, 2011

**FILE**  
 IDOT Traffic Signal Modernization

**PROJECTION**  
 Transverse Mercator  
 NAD 1983 State Plane  
 Illinois East

**LEGEND**

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

0 0.5 1 2 3 Miles

**SCALE**  
 1 inch = 3 miles

**IDOT Traffic Signal  
 Modernization  
 Locations**

McHenry County  
 Division of Transportation



## **RESOLUTION**

### **APPROPRIATING MOTOR FUEL TAX FUNDS UNDER THE ILLINOIS HIGHWAY CODE IN COMPLIANCE WITH ILLINOIS DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Illinois Department of Transportation has conducted an audit of the Motor Fuel Tax Funds allotted to McHenry County; and

**WHEREAS**, the Illinois Department of Transportation requires documentation to close out projects that have expended Motor Fuel Tax Funds; and

**WHEREAS**, the McHenry County Division of Transportation expended Motor Fuel Tax Funds on various projects that have been completed that were previously authorized by the McHenry County Board and needs to provide supplemental documentation to the Illinois Department of Transportation to close out the projects.

**NOW THEREFORE BE IT RESOLVED**, by this County Board of McHenry County that there are hereby appropriated from the County's allotment of Motor Fuel Tax Funds for the following projects in accordance with the Illinois Highway Code:

- Fifty-five thousand seven hundred thirty-one dollars (\$55,731.00) for Section Number 97-00000-02-GM;
- Twenty-seven thousand four hundred forty-four dollars and eighty-two cents (\$27,444.82) for Section Number 98-00000-01-GM for maintenance resurfacing;
- Thirty-five thousand one hundred thirty-eight dollars and ninety two cents (\$35,138.92) for Section Number 98-00000-03-GM for traffic signal maintenance;
- Seventy-three thousand four hundred fourteen dollars and fifty-five cents (\$73,414.55) for Section Number 99-00000-01-GM for pavement striping;
- Fifty-one thousand three hundred seventy-four dollars and eighty-three cents (\$51,374.83) for Section Number 01-00000-00-CS (01-00000-01-AA) for County Engineer salary;
- Ninety-one thousand eight hundred sixty-five dollars and ninety-one cents (\$91,865.91) for Section Number 02-00000-00-CS (02-00000-01-AA) for County Engineer salary;
- Eight hundred ninety-nine dollars and fifty-six cents (\$899.56) for Section Number 05-00000-00-CS for County Engineer salary;
- Two hundred seventy-nine thousand six hundred sixteen dollars and twenty-two cents (\$279,616.22) for Section Number 95-00176-01-WR for Randall Road widening;
- Twenty thousand six hundred sixty-three dollars and forty cents (\$20,663.40) for Section Number 94-00196-00-WR for intersection improvements at Cary-Algonquin Road and U.S. Route 14;
- Seventeen thousand eight hundred ninety-five dollars and seventy cents (\$17,895.70) for Section Number 94-00197-00-WR for intersection improvements at Cook-Line Road at Hangers Bend Road;
- Three thousand three hundred ninety-three dollars and ninety-nine cents (\$3,393.99) for Section Number 95-00205-00-FP for traffic signal at Bull Valley Road at Ridgeview Road;

- One thousand seven hundred twenty-five dollars (\$1,725.00) for Section Number 96-00206-00-TL for traffic signal at McGuire Road at U.S. Route 14;
- One million eight hundred fifty-one thousand seventy-five dollars and forty-five cents (\$1,851,075.45) for Section Number 96-00210-00-WR for Algonquin Road from the Post Office to Randall Road;
- Fifty-two thousand four hundred seventy-two dollars and sixty-eight cents (\$52,472.68) for Section Number 97-00225-00-CH for intersection improvements at Illinois Route 62 and Illinois Route 31;
- Twenty-three thousand eight hundred ten dollars and ninety-nine cents (\$23,810.99) for Section Number 03-00267-01-WR for intersection improvements at Chapel Hill Road and Lincoln Road;
- Seventy-one thousand four hundred eighty-six dollars and thirty-three cents (\$71,486.33) for Section Number 03-00299-00-LT for intersection lighting at Algonquin Road and Randall Road;

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to transmit nineteen certified copies of this resolution to the Director of Transportation/County Engineer, eighteen 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 6<sup>th</sup> day of December, A.D., 2011.

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KENNETH D. KOEHLER, Chairman  
McHenry County Board

ATTEST:

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KATHERINE C. SCHULTZ, County Clerk

# McHenry County Division of Transportation



## Project Status Update November 16, 2011



### JAMES R. RAKOW ROAD



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

The mainline pavement for the future eastbound lanes is nearly complete and ready for traffic as the staging for the cross streets continues with asphalt paving underway. All traffic is expected to be traveling on the future eastbound lanes around the third week of November, allowing construction to start on the new westbound lanes.

Work on the new bike bridge is progressing as the bridge is expected to be installed in December. The bike path connections to the bridge over Rakow Road will be completed next year.



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

Follow us on Twitter @RakowRoad and the website at [www.RakowRoad.com](http://www.RakowRoad.com)

#### North Union Road Bridge

Contract Amount: \$1.54 million



#### Lawrence Road Bridge

Contract Amount: \$1.53 million



#### Dunham Road Bridge

Contract Amount: \$1.53 million



#### Graf Road Bridge

Contract Amount: \$0.97 million



**4 COMPLETED  
IN 2011!**

#### Blivin Street Bridge over Nippersink Creek

Contract Amount: \$1.81 million.

The project continues while working around difficult utility relocations with the primary goal of opening the bridge to traffic at the earliest possible date. Final completion is anticipated in May of 2012.



## PROJECT SPOTLIGHT—Johnsburg Road

The purpose of the project is to improve the traffic flow in and through the Village of Johnsburg, especially at the intersection of Chapel Hill Road/Johnsburg Road and St. Johns Avenue in downtown Johnsburg. The County's first roundabout will be constructed at this intersection to improve traffic flow and improve safety. This project will also feature numerous enhancements such as landscaping, benches, paver brick treatments and decorative lighting that is being funded by a State grant secured by the Village of Johnsburg. While land acquisition has pushed back the construction timetable for this project, the MCDOT hopes to be able to construct at least a portion, if not all of the project in 2012.



Roundabout in downtown Johnsburg

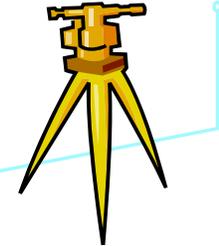
## ENGINEERING PROJECTS

**Hill Road and Lawrence Road bridges** — Phase II work on design plans and specifications as well as land acquisition continues. Both bridges are on schedule for Spring 2012 lettings.

**River Road at Dowell Road Intersection Improvement** — A Public Information Meeting was held on November 14, 2011 to offer the public the opportunity learn about the engineering process that the County is undertaking to improve this intersection. Another public meeting is anticipated to be held in the Spring of 2012 where different alternatives will be presented for the public to view and comment on.

**Western Algonquin Bypass** — A pre-bid meeting is being held by IDOT in December in anticipation of the mass grading contract making the January 2012 letting.

**Main Street Culvert (Spring Grove)**— Work continues on final plans and coordinating with utility companies. This project is anticipated for a 2012 construction and was delayed due to the need to complete the Blivin Street Bridge project first which will be used as a detour route for the Main Street culvert replacement project.



## UPCOMING PUBLIC MEETINGS



- **IL 31 from IL 176 to IL 120 Community Advisory Group Meeting #4**  
January, 2012— Time TBD MCC Shah Center, McHenry, IL
- **Randall Road** — January 2012
- **Alden Road** — March 2012
- **Fleming Road** — TBD

## PROJECT LETTING UPDATES

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



## 2040 Long Range Transportation Plan

The Piggy Bank exercises held at the Pop-Up meetings were a huge success, getting nearly 1,100 people to participate (see results below).

County Board workshops were held for each County Board district. During these workshops, County Board members were presented a summary of the public comments and discussed the transportation challenges of the County.

See the 2040 plan website for more details on upcoming events and the progress of the plan.

[www.2040McHenryCountyPlan.org](http://www.2040McHenryCountyPlan.org)

