



McHenry County

Division of Transportation

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

Transportation Committee Meeting Wednesday, October 5, 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 September 23, 2011
- 4.0 PRESENTATIONS**
 - 4.05 2040 Long Range Transportation Plan Update
- 5.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE FRANKLINVILLE ROAD BRIDGE PROJECT OVER A TRIBUTARY OF THE KISHWAUKEE RIVER**
- 6.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE FRANKLINVILLE ROAD BRIDGE PROJECT OVER THE KISHWAUKEE RIVER**
- 7.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE DEERPASS ROAD BRIDGE PROJECT**
- 8.0 RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT AND APPROPRIATING FUNDS FOR THE LAWRENCE ROAD BRIDGE PROJECT**
- 9.0 RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LAKE IN THE HILLS AND MCHENRY COUNTY FOR THE INSTALLATION OF LIVING SNOW FENCE ALONG PYOTT ROAD**
- 10.0 RESOLUTION APPROVING THE PURCHASE OF MAINTENANCE EQUIPMENT**
- 11.0 OLD / NEW BUSINESS**
 - 11.05 Old Business
 - 10.05.05 Construction Updates
 - 11.05 New Business
 - 11.05.05 Excellence in Salt Storage Award
 - 11.05.10 New Staff
- 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 October 19, 2011 – Division of Transportation

15.0 ADJOURNMENT

**Re-Scheduled Regular Transportation Committee
Meeting Minutes
Friday, September 23, 2011 – 1:00 P.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 1:10 P.M.

MEMBERS IN ATTENDANCE

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

Ms. Peschke arrived at 1:20 P.M.

Mr. Provenzano left at 2:15 P.M.

MEMBERS NOT IN ATTENDANCE

Scott Breeden and Sandra Salgado

OTHER ATTENDEES

In attendance were: Peter Austin, County Administrator; Joseph Korpalski, Director of Transportation/County Engineer; Jessica Drahos, State's Attorney Office (SAO); Jeff Young, Division of Transportation, Assistant County Engineer; Wally Dittrich, Division of Transportation, Design Manager; Mark Dammyer, Division of Transportation, Construction Manager; Andy Rose, Division of Transportation, Sign Shop Supervisor; Wynnyth Adair, Division of Transportation, Drainage Engineer; Jason Osborn, Division of Transportation, Principal Transportation Planner; Brittany Graham, Division of Transportation, Transportation Planner; Chalen Daigle, Planning Liaison; Debra Kroll, Division of Transportation, Administrative Specialist.

PUBLIC COMMENT

- None

Ms. Peschke arrived at 1:20 P.M.

APPROVAL OF MEETING MINUTES – SEPTEMBER 7, 2011

On a motion by Ms. Yensen, seconded by Mr. Provenzano, the meeting minutes of September 7, 2011 were approved.

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

Chairperson Miller explained that the two (2) inclusions requested by Ms. Evertsen to the August 17, 2011 Transportation Committee Meeting minutes, will be added to today's meeting minutes under the "Member Comments" section per the State's Attorney Office (SAO).

Ms. Evertsen made a motion to amend the September 7, 2011 meeting minutes, by adding comments from the highlighted section, to the "Members Comments" section in today's meeting minutes. The motion was seconded by Ms. Yensen.

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

PRESENTATIONS

County Bridge Update

MCDOT advised that there are 136 bridges within McHenry County and after this year's Bridge Program, there will be 17 bridges that are either load-posted or closed, 9 bridges currently under design, leaving the MCDOT with an additional 14 bridges of concern.

Areas of Discussion:

- Adding rehabilitation projects to the Bridge Program
- Benefits of rehabilitation over full replacement
- The Bridge Rehabilitation Process
 - Bi-Annual inspections
 - Bridge Condition Report (BCR)
- Select bridges that are candidates for rehabilitation (focusing on County structures only at this point in time)
- Next Steps

MCDOT requested the Committee's approval to post a Request for Qualifications (RFQ) for Consultant Services to perform Bridge Condition Reports (BCR) at various structures.

Ms. Evertsen wanted to know how many bridges would be inspected by the consultant during this process and the cost. MCDOT staff advised that the consultant would conduct inspections on four (4) to five (5) bridges at a cost of approximately \$50 - \$75,000.00 total for all.

Ms. Yensen asked if there was funding to perform this process. MCDOT staff stated that the line item for emergency bridge repairs can be used to fund these services.

Chairperson Miller stated that the bi-annual reports ascertain a rating for each bridge and asked if those reports are determined by a rating number. MCDOT staff advised that the key issue is, there are certain criterion that the Bridge Report rates and if those elements drop below a certain number, the Illinois Department of Transportation (IDOT) would then come out and inspect the bridge. It was noted that it is not a single number that determines the replacement of a bridge, but the elements that can play a big factor in that determination.

Discussions ensued.

The Committee offered their consensus for MCDOT staff to post an RFQ for Consultant Services to perform Bridge Condition Reports (BCR) at various structures.

2040 Long Range Transportation Plan Update

McHenry County Division of Transportation (MCDOT) staff was present to provide a brief update to the Transportation Committee regarding the 2040 Plan. A brief video was also offered.

A meeting was held at Pace on September 9, 2011 to kick-off the Transit Planning component. A Transit Plan Implementation meeting will be held Wednesday, September 28, 2011 at 2:00 P.M. at the Administration Building to discuss the structure and role of a Transit Steering Committee. It is envisioned that the Implementation Task Force (ITF) will be the Steering Committee with a technical sub-committee consisting of Pace, Metra, Regional Transportation Authority (RTA), Illinois Department of Transportation (IDOT), McHenry County Council of Mayors and County staff to undertake the review and comments of planning documents.

An article ran in the Algonquin Patch on-line newspaper regarding the plan and was provided to Committee members.

Pop-up meetings will be held Friday, September 23, 2011 at the Marengo Fall Family Fest, Saturday at the Woodstock Farmers Market, and Saturday at the Huntley Fall Fest.

MCDOT staff noted that the following are curriculum based programs:

There are four (4) high schools that have confirmed use of our planning curriculum for classroom use. These are:

- County Board District 2: Crystal Lake Central – starting Thursday, September 29, 2011; afternoon sessions weekly (during school).
- County Board District 3: Prairie Ridge – starting Thursday, September 29, 2011; morning sessions weekly (during school).
- County Board District 5: Woodstock High School – starting the last week of September, but awaiting confirmation on the time of class (during school).
- County Board District 6: Marengo Community High School – starting the last week of September; morning sessions (during school).

MCDOT staff is still working with:

In County Board District 1: Cary-Grove High School and Jacobs High School

In County Board District 4: McHenry East and West, Johnsburg, Richmond-Burton

Mr. Provenzano suggested that MCDOT staff contact Marian Central High School regarding this program. Ms. Yensen stated that she would attempt to communicate with District 158 and would report those findings back to the Committee.

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

The McHenry County Division of Transportation (MCDOT) staff requests approval of the resolution approving an early start-up engineering services agreement with Baxter & Woodman, Inc., (B&W) for a public involvement plan, advance utility coordination, and initial surveying services.

Due to the scope of this reconstruction and resurfacing project on Walkup Road, the MCDOT does not have the resources available to directly supervise this project and continue to perform other required duties within the County.

Interviews were held on August 30, 2011 by the Transportation Committee at which B&W was selected as the preferred consultant. This is an advance contract to bring B&W on board early, primarily for a public involvement plan prior to the construction project starting, and to assist with advance utility coordination with the goal of minimizing utility conflicts impacting the actual construction project schedule.

The contract amount is for \$50,000.00 to be paid from County Option Motor Fuel Tax (MFT) fund.

On a motion by Ms. Peschke, seconded by Ms. Yensen, the resolution approving an early start-up construction engineering services agreement and appropriating funds for the Walkup 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 APPROVING AN ENGINEERING AGREEMENT AMENDMENT AND APPROPRIATING FUNDS FOR THE WALKUP ROAD PROJECT

The McHenry County Division of Transportation (MCDOT) staff requests the approval of a resolution approving a design engineering supplemental agreement for the Walkup Road project between Illinois Route 176 and Bull Valley Road.

The original contract with Teng and Associates for \$1,328,224.00 was approved on February 7, 2006 for the Phase II engineering services and an intergovernmental agreement (IGA). A supplement in the amount of \$499,636.42 was approved on January 6, 2009 to facilitate breaking out a segment of the project into a separate contract due to construction funding limitations. The project is being funded with Federal Congestion Mitigation and Air Quality (CMAQ) funding. On March 2, 2010, a supplement in the amount of \$638,828.95 was approved to facilitate

additional plan changes required by MCDOT staff and the Illinois Department of Transportation (IDOT), as well as to facilitate water main work for the City of Crystal Lake (which will be reimbursed 100% by the City). This raised the upper limit of the contract to \$2,466,689.37.

The need for a supplement in the amount of \$127,772.00 is to cover the past costs incurred by Teng and Associates as directed by MCDOT staff to perform the following items: pay item revisions associated with updating the drainage pay items for multiple lettings that were delayed due to land acquisition issues, re-design of traffic signals per IDOT comments for the Illinois Route 176 intersection, intersection grading plans for Contract 1 and future grading plans for contracts 2 & 3, as well as hours for numerous final plan re-submittals associated with land acquisition delays. A credit for the total hours is also being applied as a result of efficiencies in other areas of the contract. This credit has resulted in the total supplement value estimated at approximately half of what the overall cost of the supplement would have been. This brings the total value of the Phase II contract to \$2,594,461.37. As some of the costs in this supplement (236 hours or approximately 26% of the supplement) are attributable to the City of Crystal Lake, the County will be reimbursed by the City per the previously approved IGA.

On a motion by Ms. Peschke, seconded by Ms. Yensen, the resolution approving an engineering agreement amendment and appropriating funds for the Walkup 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 APPROVING A RIGHT-OF-WAY AND LEGAL DESCRIPTION PREPARATION SERVICES SUPPLEMENT AGREEMENT AND APPROPRIATING FUNDS FOR THE WALKUP ROAD PROJECT

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution for a supplemental agreement to the Walkup Road right of way plats contract with Jorgensen and Associates.

On January 6, 2009, the County Board approved a contract with Jorgensen and Associates to provide right-of-way staking and associated plat work for the Walkup Road project.

The need for a supplement in the amount of \$25,831.25 is to cover the past costs incurred by Jorgensen and Associates as directed by MCDOT staff to perform the following items: Plat changes as required by the Illinois Department of Transportation (IDOT) for seventeen (17) parcels along Illinois Route 176 and the preparation of two (2) legal descriptions for easements made available at no charge by the Crystal Lake Park District for a drainage outlet into Veteran’s Acres Park.

On a motion by Ms. Peschke, seconded by Ms. Yensen, the resolution approving a right-of-way and legal description preparation services supplement agreement and appropriating funds for the Walkup 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 AUTHORIZING APPROVAL OF A SUPPLEMENTAL AGREEMENT AND APPROPRIATING FUNDS FOR TRAFFIC SIGNAL COORDINATION AND TIMING

The McHenry County Division of Transportation (MCDOT) staff requests approval of a resolution approving a supplemental engineering agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) for professional consulting services to re-optimize the traffic signal systems in southeastern McHenry County.

On February 17, 2007, the Transportation Committee approved a contract in the amount of \$85,074.05 with CBBEL for re-optimizing the traffic signal systems on Rakow-Randall Road, and Virginia Road at Pyott Road. A supplement in the amount of \$10,000.00 was approved on October 20, 2009. Re-optimizing traffic signals is one of the most cost effective measures to improve traffic flow by reducing congestion.

The original contract provided for the use of CBBEL to assist the MCDOT as needed with updates to the timing and/or trouble shooting as traffic patterns change. To date, the consultant has re-optimized the signal system on Rakow Road, Randall Road, and Virginia Road. Also, the consultant has been utilized to monitor and alter the signal timings at Randall Road/Bunker Hill Drive to provide for better operations during school hours, monitor and

alter timings at the Randall Road/Algonquin Road intersection, and Algonquin Road/Square Barn Road intersection. Lastly, the consultant has been utilized to evaluate signal timing concerns on Walkup Road/Hillside Road. As CBBEL has reached the upper limit of their contract, a supplement is being requested in the amount of \$9,978.85, which brings the total contract value to \$105,027.57 for the continuation of these services.

The services being provided are highly specialized that MCDOT staff does not possess, thus requiring the expert services from an outside consultant. Once the Rakow Road project is complete, the MCDOT will look to issue a Request for Qualifications (RFQ) to re-evaluate the entire signal system in the southeast section of the County.

On a motion by Ms. Peschke, seconded by Mr. Provenzano, the resolution authorizing approval of a supplemental agreement and appropriating funds for traffic signal coordination and timing was approved with a recommendation to the County Board.

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

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

The McHenry County Division of Transportation (MCDOT) staff requests the approval of these resolutions approving a design engineering agreement amendment and corresponding intergovernmental agreement (IGA) for the park and ride lot at the Virginia Road and Illinois Route 31 intersection.

On June 28, 2007 the Chicago Metropolitan Agency for Planning (CMAP) approved a study titled Regional Non-Central City Park-N-Ride Lot Program, which included a park and ride lot at Illinois Route 31 at Virginia Road. Subsequently, the MCDOT was awarded Congestion Mitigation and Air Quality (CMAQ) funds for the design and construction of the park and ride lot. On September 15, 2009, the County Board approved an agreement with Engineering Enterprises, Inc. to perform the Phase II design.

The Phase II engineering services agreement amendment for additional environmental processing and preparation of additional design alternatives has been negotiated by MCDOT staff and has been reviewed and approved by the Illinois Department of Transportation (IDOT). The County and the State are also entering into an intergovernmental agreement (IGA) where the County will be reimbursed 100% for engineering costs. Construction will also be funded at 100% by the CMAQ program. Construction is anticipated to begin in late 2012 or early 2013, after the Virginia Road at Illinois Route 31 intersection relocation project is complete.

On a motion by Ms. Peschke, seconded by Ms. Yensen, these resolutions approving a design engineering agreement amendment and corresponding IGA for the park-n-ride lot at the Virginia Road and Illinois Route 31 intersection and appropriating funds were approved with a recommendation to the County Board.

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

Agenda Item #9.0 and Agenda Item #10.0 were approved under one motion.

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

The McHenry County Division of Transportation (MCDOT) staff requests the approval of the resolution approving a Phase II Supplemental Engineering services agreement with Christopher B. Burke Engineering Ltd. (CBBEL) for the County owned Main Street culvert crossing and drainage system.

The MCDOT needs to facilitate the replacement of the County owned Main Street culvert crossing and drainage system in the Village of Spring Grove. The cross road culvert is deteriorated, along with its southern head wall, and the adjoining drainage system that ties into it, which all needs to be replaced. This replacement project was put on hold due to the closure of the Blivin Street Bridge over the Nippersink and detour put in place.

The contract with CBBEL for the Phase II contract was approved by the County Board on June 2, 2009. In September of 2010 the Blivin Street Bridge was closed prematurely due to structural defficiencies. It was decided to

move forward on the replacement of the bridge before this culvert. The cross road culvert project had a competing detour with the Blivin Street Bridge detour and both could not be closed concurrently, thus delaying the project. During the course of design, MCDOT staff directed the consultant to put this project into dormancy until further notice, then added additional design for the non-working part of the drainage system, updating the Plat of Highways, additional coordination with the utility companies, and the needing to update the plans and specifications to reflect the most current Illinois Department of Transportation (IDOT) specifications that have changed since the project began..

On a motion by Ms. Peschke, seconded by Ms. Yensen, the resolution approving a supplemental engineering services agreement and appropriating funds for the Main Street culvert project was approved with a recommendation to the County Board.

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

PROJECT STATUS REPORT

McHenry County Division of Transportation (MCDOT) staff discussed the following:

- **Rakow Road** – The concrete base course is being built and because saw cutting of the concrete is necessary, noise waivers are required as the activity must occur later in the day after it is poured: past normal working hours. MCDOT immediately received a noise waiver ordinance from the City of Crystal Lake upon request and was granted a noise waiver ordinance by the Village of Lake in the Hills at their Board meeting last night. Anticipate completion of the concrete base course approximately mid-October and paving asphalt to begin in early November.
- **Union Road Bridge** – The concrete deck has been poured and approach slabs are now being poured. Paving of the approach roadway will begin next week. The project is moving along well.
- **Lawrence Road Bridge** – Traffic has now been shifted to the Stage I completed half of the bridge. Stage II is moving along well and the south abutment will be poured on Wednesday. The north abutment is being poured today and setting of the beams will take place on Thursday.
- **Graf Road Bridge** – The deck overlay has been poured and construction has currently started on the approach roadways.
- **Blivin Street Bridge** – The bridge was closed in August to allow utility work. Some progress has been made regarding utility work. ComEd has installed shut offs and overhead power lines are dead allowing tree removal and bridge demolition to take place. Frontier (phone company) has relocated all their utilities. Bridge demolition is ongoing and we are conducting prep work to allow NiCor to relocate their high pressure gas main.

OLD / NEW BUSINESS

Old Business

- **Longmeadow Parkway Bridge**
MCDOT staff announced the receipt of an invitation to attend a meeting next Wednesday, September 28, 2011 at the Kane County Building, in County Board Room A at 2:00 P.M., located at Illinois Route 31 and Third Street. The meeting was called by U. S. Representative Congressman Randy Hultgren to discuss the Longmeadow Parkway Bridge.

New Business

- None

Mr. Provenzano left at 2:15 P.M.

EXECUTIVE SESSION - MEETING MINUTES

On a motion by Ms. Yensen, seconded by Mr. Provenzano, the Committee went into Executive Session at 2:15 P.M. to review meeting minutes, pending litigation and land acquisitions.

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 2:36 P.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 September 7, 2011 were reviewed and by direction of the Committee will be forwarded to the State’s Attorney Office (SAO) for review and release.

MEMBER COMMENTS

- Ms. Evertsen requested that the two (2) comments below be acknowledged regarding additional comments for the August 17, 2011 Transportation Committee meeting.
- 1. Ms. Evertsen asked the length of time MROWCO has been working with the County. Ensuing discussions indicated a 30-year work history and the appropriateness of interviewing other State approved acquisition firms for potential engagement in MCDOT projects.
- 2. Mr. Provenzano questioned whether the County has the capability to remove snow from the bike path due to the positioning of the guardrail. The Committee was assured that equipment is available to accomplish the snow removal in that limited space. Comment was made that if the bike path could be plowed, so could the non-dedicated roads.
- Ms. Yensen attended the Village of Huntley/Village of Lake in the Hills Fire Station Ribbon Cutting Ceremony on Sunday, September 11, 2011. She noted that the fire station was built with the latest “green” technology. Over 200 people attended the ceremony. She stated that the McHenry County Division of Transportation was publicly thanked by the Fire Chief for their collaborative efforts in making the new fire station a reality.

NEXT MEETING DATE & LOCATION

Transportation Committee meeting on Wednesday, October 5, 2011 at 8:15 A.M. – McHenry County Division of Transportation

ADJOURNMENT

On a motion by Ms. Yensen, seconded by Ms. Peschke, the meeting adjourned at 2:38 P.M.

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

RESOLUTION
APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT
AND APPROPRIATING FUNDS FOR THE FRANKLINVILLE ROAD BRIDGE
PROJECT OVER A TRIBUTARY OF THE KISHWAUKEE RIVER

WHEREAS, McHenry County has determined that there is a need to replace the Franklinville Road Bridge (056-3016) over a tributary of the Kishwaukee River as part of the approved 2011 to 2015 Highway Improvement Program, as the existing bridge is structurally deficient, involving the construction of a new bridge and approach pavement; and

WHEREAS, McHenry County approved an engineering agreement to provide the necessary Phase I Engineering with Wills, Burke, Kelsey Associates, Ltd. (WBK) on August 3, 2010, for this project; and

WHEREAS, since that time the McHenry County Division of Transportation identified a need to perform additional hydrology and hydraulic modeling for this bridge project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached supplemental engineering services agreement with WBK of St. Charles, Illinois, for a not to exceed amount of \$18,600.83 raising the upper limit of the contract to \$215,661.83, to provide said engineering services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Supplemental Engineering Services Agreement between McHenry County and WBK is hereby approved in the not to exceed amount of \$18,600.83; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of eighteen thousand six hundred ten dollars (\$18,610.00) 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 10-00378-00-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 18th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

| | | | | |
|---------------------------|--------------|---|------------|---|
| Municipality | LOCAL AGENCY |  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds <i>Supplement #1</i> | CONSULTANT | Name Wills Burke Kelsey Assoc., Ltd. |
| Township Seneca | | | | Address 116 West Main Street. Ste. 201 |
| County McHenry | | | | City St. Charles |
| Section 10-00378-00-BR | | | | State Illinois |

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Franklinville Road (T68)

Route FAS 0033 Length 0.37 Mi. 1954 FT (Structure No. 056-3016)

Termini At Tributary of Kishwaukee River, 0.1 miles south of Perkins Road

Description:

Agreement Provisions

The Engineer Agrees,

See Attached Exhibit B – SCOPE OF SERVICES

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before **described in the outlined scope of services referred to as Exhibit B:**

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

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k **1 through 6** of the ENGINEER AGREES at performing such work plus 175 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, ~~insurance, social security and retirement deductions~~. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

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

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses. The remaining 10 percent of fee will be paid to the Engineer once bids have been opened.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 175 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 175 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. The total fee for the project is \$18,600.83. Other than the Base Design Services, the ENGINEER will not initiate work associated with the remaining Elements of Work until deemed necessary and authorized in writing by the LA.

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

Executed by the LA:

McHenry County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

By _____

McHenry County Clerk

Title _____

(Seal)

Executed by the ENGINEER:

Wills Burke Kelsey Associates, Ltd.

116 West Main Street, Suite 201

St. Charles, Illinois 60174

ATTEST:

By 

By 

Title Vice President

Title President

| |
|------------------------------|
| Approved |
| _____ Date |
| Department of Transportation |
| _____ Regional Engineer |

EXHIBIT 1

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

1. To pay the **ENGINEER** within fifteen (15) days following the **LA’s** approval of **ENGINEER’S** invoices as compensation for all services performed as stipulated in Paragraphs 1g, 2, 3, 5, and 6, under “**The LA Agrees**”, on a Cost Plus Fixed Fee basis according to the Schedule of Compensation contained in Exhibit A of the Agreement for the successful completion of the services. The total compensation shall not exceed **\$18,600.83**.
2. Remove paragraph 3 (on page 3) in its entirety.
3. Replace the last sentence in Item 1 above with the following:
“The total compensation shall not exceed **\$215,661.83** (**\$197,061.00** original contract amount + **\$18,600.83** Supplement NO. 1)”

On Page 3 under “It is Mutually Agreed”

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

Phase I Engineering - Franklinville Road - Hydrologic Analysis
 Franklinville Road (CH T68) over Kishwaukee River Trib.
 Unincorporated McHenry Co.

Route Franklinville Road - County Highway T68
 Local Agency McHenry County Division of Transportation
 Section 10-00378-00-BR
 Project
 Job No.
 Existing Structure No. 056-3016

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[(DL + R(DL) + OH(DL) + IHDC)]
 Cost Plus Fixed Fee 2 14.5%[(DL + R(DL) + 1.4(DL) + IHDC)]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate
 Lump Sum

*Firm's approved rates on file with IDOT's
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 140.48 %
 Complexity Factor (R) 0.000
 Calendar Days 360

Date: 8/5/2011

Cost Estimate of Consultant's Services in Dollars

| Element of Work | Employee Classification | Man-Hours | Payroll Rate | Payroll Costs (DL) | Overhead (DLxOH) | Services by Others | In-House Direct Costs (IHDC) | Fixed Fee | Total |
|-----------------------|-------------------------|--------------|--------------|--------------------|--------------------|--------------------|------------------------------|--------------------|---------------------|
| 1 Hydrologic Analysis | Engineer IV | 63.0 | \$46.90 | \$2,954.70 | \$4,150.76 | \$ - | \$ 989.60 | \$143.49 | \$1,133.09 |
| | Engineer III | 52.0 | \$36.00 | \$1,872.00 | \$2,629.79 | | | \$1,050.29 | \$8,135.75 |
| | Engineer II | 34.0 | \$27.96 | \$950.64 | \$1,335.46 | | | \$652.76 | \$5,154.55 |
| | GIS Analyst | 22.0 | \$25.75 | \$566.50 | \$795.82 | | | \$331.48 | \$2,617.58 |
| Totals | | 171.0 | | \$ 6,343.84 | \$ 8,911.83 | \$ - | \$ 989.60 | \$ 2,355.96 | \$ 18,600.83 |

Route Franklinville Road - County Highway T68
 Local Agency McHenry County
 Section 10-00378-00-BR
 Project
 Job No.
 Existing Structur 056-3016

| Description | | Engineer IV | Engineer III | Engineer II | GIS Analyst | Engineering Intern | Sub-Consultant Costs | In House Direct Costs |
|-------------|---|-------------|--------------|-------------|-------------|--------------------|----------------------|-----------------------|
| 1 | Hydrologic Analysis | | | | | | | |
| 1.1 | Survey | | | | | | | |
| 1.1a | Roadway cross sections and culverts | | | 32 | | | | |
| 1.1b | Data Processing | | | 2 | | | | |
| 1.2 | HEC-HMS Modeling | | | | | | | |
| 1.2a | Setup Model | 4 | 4 | | | | | |
| | Topo, Photo, LandUse, HRAP Grid for LIDAR data | | | | 8 | | | |
| 1.2b | Subarea Delineation | | | | 4 | | | |
| 1.2c | Download and process verification Rainfall | 4 | 6 | | | | | |
| 1.2d | Run Verification Models (2) and Calculate Hydrograph, calculate WSE in HEC-RAS and compare to gage, and run iterations to calibrate model | 40 | 20 | | | | | |
| 1.2e | Run Regulatory Events (Bulletin 70) | 10 | | | | | | |
| | Critical Duration Analysis | | 3 | | | | | |
| | Determine Peak Discharges | | 1 | | | | | |
| 1.3 | Report preparation and assembly | | | | | | | |
| 1.3a | Exhibits | | | | | | | |
| 1.3b | Narrative | | | | 10 | | | |
| 1.3c | Assembly | 5 | 18 | | | | | |
| | Do not type on this line or insert below this line!!! (Macro will hide this line) | | | | | | | |
| | SUB-TOTAL | 63.0 | 52.0 | 34.0 | 22.0 | | \$ | \$ 989.60 |
| | PERCENT | 37% | 30% | 20% | 13% | | | |
| | TOTALS | 171.0 | | | | | \$ | \$ 989.60 |
| | PERCENT | 37% | 30% | 20% | 13% | | | |

Route
 Local Agency
 Section
 Project
 Job No.

Franklinville Road - County Highway T68
 McHenry County
 10-00378-00-BR

**Franklinville Road (CH T68) over Kishwaukee River Trib.
 McHenry County Division of Transportation
 Phase I Engineering - Franklinville Road - Hydrologic Analysis**

Development of Project Hourly Rates (IDOT Method)

| Item | 2011 Actual Rate | 2012 Projected @ 3.0% Increase | 2013 Projected @ 3.0% Increase | 2014 Projected @ 3.0% Increase | 2015 Projected @ 3.0% Increase | 2016 Projected @ 3.0% Increase |
|---|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Average Hourly Rate as a Percent of 2010 Rate | 100.0% | 103.0% | 106.1% | 109.3% | 112.6% | 115.9% |
| Estimated Months of Contract in Given Year | 12 | 0 | 0 | 0 | 0 | 0 |
| % of Project Duration | 100.00% | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |
| Extension | 1.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 |
| Weighted Project Hourly Rate Multiplier | Note: Salary Adjustments are applied on January 1 of Each Year | | | | | |
| | | | | | | 1.0000 |

Project Duration: January 1, 2012 to July 1, 2013 = months

Allowed Percentage Escalation 1.030

Phase I Engineering - Franklinville Road - Hydrologic Analysis

In-House Direct Costs (IHDC)

Route Franklinville Road - County Highway T68
 Local Agency McHenry County
 Section 10-00378-00-BR
 Project
 Job No.
 Existing Structure 056-3016

Consultant Willis Burke Kelsey Associates, Ltd.

| ITEM | UNITS | UNIT COST | TASK 1 | | TASK 2 | | TASK 3 | |
|----------------------------------|-------|-----------|---------------------|-----------------|--------|------------|--------|---------------|
| | | | Hydrologic Analysis | TOTAL COST | QUANT. | TOTAL COST | QUANT. | TOTAL COST |
| DIRECT COSTS | | | | | | | | |
| Postage & Shipping (UPS, Fed-Ex) | UNIT | \$1.00 | | | | | | |
| Travel Mileage | DAY | \$45.00 | 40 | \$40.00 | | | | \$0.00 |
| | MILE | \$0.51 | 160 | \$81.60 | | | | \$0.00 |
| 24 x 36 BW Bond Sheets | SHEET | \$0.66 | | \$0.00 | | | | \$0.00 |
| 24 x 36 Color Bond Sheets | SHEET | \$21.00 | 8 | \$168.00 | | | | \$0.00 |
| 24 x 36 Mylar Plots | SHEET | \$13.50 | | \$0.00 | | | | \$0.00 |
| 24 x 36 Display Boards | EACH | \$33.00 | | \$0.00 | | | | \$0.00 |
| 11 x 17 BW Photocopies | SHEET | \$0.20 | | \$0.00 | | | | \$0.00 |
| 11 x 17 Color Photocopies | SHEET | \$2.25 | | \$0.00 | | | | \$0.00 |
| 8 1/2 x 11 BW Photocopies | SHEET | \$0.15 | | \$0.00 | | | | \$0.00 |
| 8 1/2 x 11 Color Photocopies | SHEET | \$1.25 | | \$0.00 | | | | \$0.00 |
| Small Report Binding | EACH | \$40.00 | | \$0.00 | | | | \$0.00 |
| Medium Report Binding | EACH | \$75.00 | | \$0.00 | | | | \$0.00 |
| Large Report Binding | EACH | \$100.00 | | \$0.00 | | | | \$0.00 |
| Public Notice (News Paper) | UNIT | \$350.00 | | \$0.00 | | | | \$0.00 |
| Survey Equipment (Per Week) | UNIT | \$700.00 | 1 | \$700.00 | | | | \$0.00 |
| Specialty Equipment | UNIT | \$1.00 | | \$0.00 | | | | \$0.00 |
| Permit Fees | UNIT | \$1.00 | | \$0.00 | | | | \$0.00 |
| Plan/Inspection Review Fees | UNIT | \$1.00 | | \$0.00 | | | | \$0.00 |
| Recording Fees | UNIT | \$1.00 | | \$0.00 | | | | \$0.00 |
| Title Commitments | EACH | \$400.00 | | \$0.00 | | | | \$0.00 |
| Phase I Archeological Survey | UNIT | \$1.00 | | \$0.00 | | | | \$0.00 |
| Special Waste Screening Report | UNIT | \$1.00 | | \$0.00 | | | | \$0.00 |
| Sub-Totals | | | | \$989.60 | | | | \$0.00 |
| Totals | | | | \$989.60 | | | | \$0.00 |

Route Franklinville Road - County Highway T68
Local Agency McHenry County
Section 10-00378-00-BR
Project
Job No.

Franklinville Road (CH T68) over Kishwaukee River Trib.
 McHenry County Division of Transportation
 Phase I Engineering - Franklinville Road - Hydrologic Analysis

Escalation Factor 1.000

| Classification | 2011 Actual Rate | | <i>Adjusted Rate</i> |
|----------------------------|------------------|-------|----------------------|
| Engineer VI | \$ | 66.00 | \$ 66.00 |
| Engineer V | \$ | 64.88 | \$ 64.88 |
| Engineer IV | \$ | 46.90 | \$ 46.90 |
| Engineer III | \$ | 36.00 | \$ 36.00 |
| Engineer II | \$ | 27.96 | \$ 27.96 |
| Engineering Technician IV | \$ | 45.00 | \$ 45.00 |
| Engineering Technician III | \$ | 38.00 | \$ 38.00 |
| Engineering Technician II | \$ | 26.80 | \$ 26.80 |
| Senior Structural Engineer | \$ | 54.80 | \$ 54.80 |
| Senior Scientist V | \$ | 60.00 | \$ 60.00 |
| Env. Res Spec III | \$ | 25.50 | \$ 25.50 |
| Env. Res Spec II | \$ | 24.00 | \$ 24.00 |
| Resource Planner V | \$ | 54.19 | \$ 54.19 |
| Resource Planner III | \$ | 24.00 | \$ 24.00 |
| GIS Analyst | \$ | 25.75 | \$ 25.75 |
| Administrative Manager | \$ | 27.25 | \$ 27.25 |
| Office Professional | \$ | 16.17 | \$ 16.17 |
| Engineering Intern | \$ | 15.00 | \$ 15.00 |

| | |
|------------------------|--|
| Route | County Highway T68 – Franklinville Road over Tributary of Kishwaukee Creek |
| Local Agency | McHenry County Division of Transportation |
| Section | 10-00378-00-BR |
| Project | |
| Job No. | |
| Type of Funding | HBP |
| Existing Structure No. | 056-3016 |

**PHASE I ENGINEERING FOR THE HYDROLOGIC ANALYSIS
OF
TRIBUTARY OF KISHWAUKEE CREEK AT FRANKLINVILLE RD. BRIDGE

MCHENRY COUNTY DIVISION OF TRANSPORTATION**

EXHIBIT C - SCOPE OF SERVICES

The McHenry County Division of Transportation has initiated a project requiring professional engineering services by Wills Burke Kelsey Associates, Ltd. (WBK) to perform Phase I Engineering for the Hydrologic Analysis of a Tributary of the Kishwaukee Creek (Franklinville Creek) at Franklinville Road Bridge. This hydrologic analysis will be used in designing the replacement of the Franklinville Road Bridge.(S.N. 056-3016).

UNDERSTANDING OF THE PROJECT

Wills Burke Kelsey Associates, Ltd. understands that The McHenry County Department of Planning and Development does not accept discharges from Streamstats or regression equations for design of their bridges. In order to hydraulically analyze the existing and proposed bridge replacement for Franklinville Road Bridge over Franklinville Creek, a hydrologic analysis of the watershed will be required. This proposal includes hydrologic analysis of Franklinville Creek upstream of Franklinville Road. The result of the analysis will be discharges to be used in the design of the replacement bridge

TASK 1 – FIELD SURVEY

This task includes surveying a maximum of 25 roadway culvert/bridge crossings and roadway centerlines at locations where tributaries of Franklinville Creek cross restrictive roadway crossings. This survey information will be used to calculate storage and discharge behind restrictive roadway culverts and bridges which translates to storage in the watershed. The survey data will not be used in a HEC-RAS model to analyze the hydraulics of the crossings. This storage will be input into the Hydrologic HEC-HMS model. This task will also include a field visit by the hydrologic modeling engineer to assess the roadway crossings, and the watershed and stream characteristics.

TASK 2 – HYDROLOGIC ANALYSIS

This task includes Hydrologic modeling of the approximate 10 square mile watershed upstream of the Franklinville Road crossing. We anticipate modeling the watershed using the U. S. Army Corps of Engineers computer program HEC-HMS supported by HEC-GeoHMS and ArcMap. Watershed parameters including soil descriptions, land use, topography and aerial photos will be input into the model to calculate time of concentrations, curve numbers and also delineate subwatersheds. We are assuming that files compatible with ArcMap for soils, topography, and land use for the watershed will be made available to us from the McHenry County GIS Department. The watershed will be subdivided based on logical points of delineation including roadway crossings, stream confluences and location of storage components.

We anticipate using two storm events to verify that the model accurately describes the watershed. The rainfall data for two recent storm events will be downloaded from the NOAA website and input

into the model to calculate a discharge hydrograph and calculate peak flows. This hydrologic information will be input into the HEC-RAS model developed as part of the Phase I bridge replacement project to calculate a water surface elevation at Perkins Road located 500 feet upstream of Franklinville Road bridge. This WSE will be compared against the WSE of the USGS stream gage at that location for those storm events. The HEC-RAS modeling will only be performed for the stretch of Franklinville Creek modeled in Phase I bridge design (approximately 500 feet upstream of Perkins Road to 1500 feet downstream of Franklinville Road).

Upon verification that the parameters in the HEC-HMS model accurately depicts the watershed, design storms for the 10, 50, 100, and 500 year events will be input into the HEC-HMS model to determine critical duration peak discharges at the subject location. Bulletin 70 rainfall data with Huff distribution will be used as the rainfall data in the design storms. This critical duration peak discharge will be used in the HEC-RAS model for designing the proposed bridge.

TASK 3 – REPORT PREPARATION

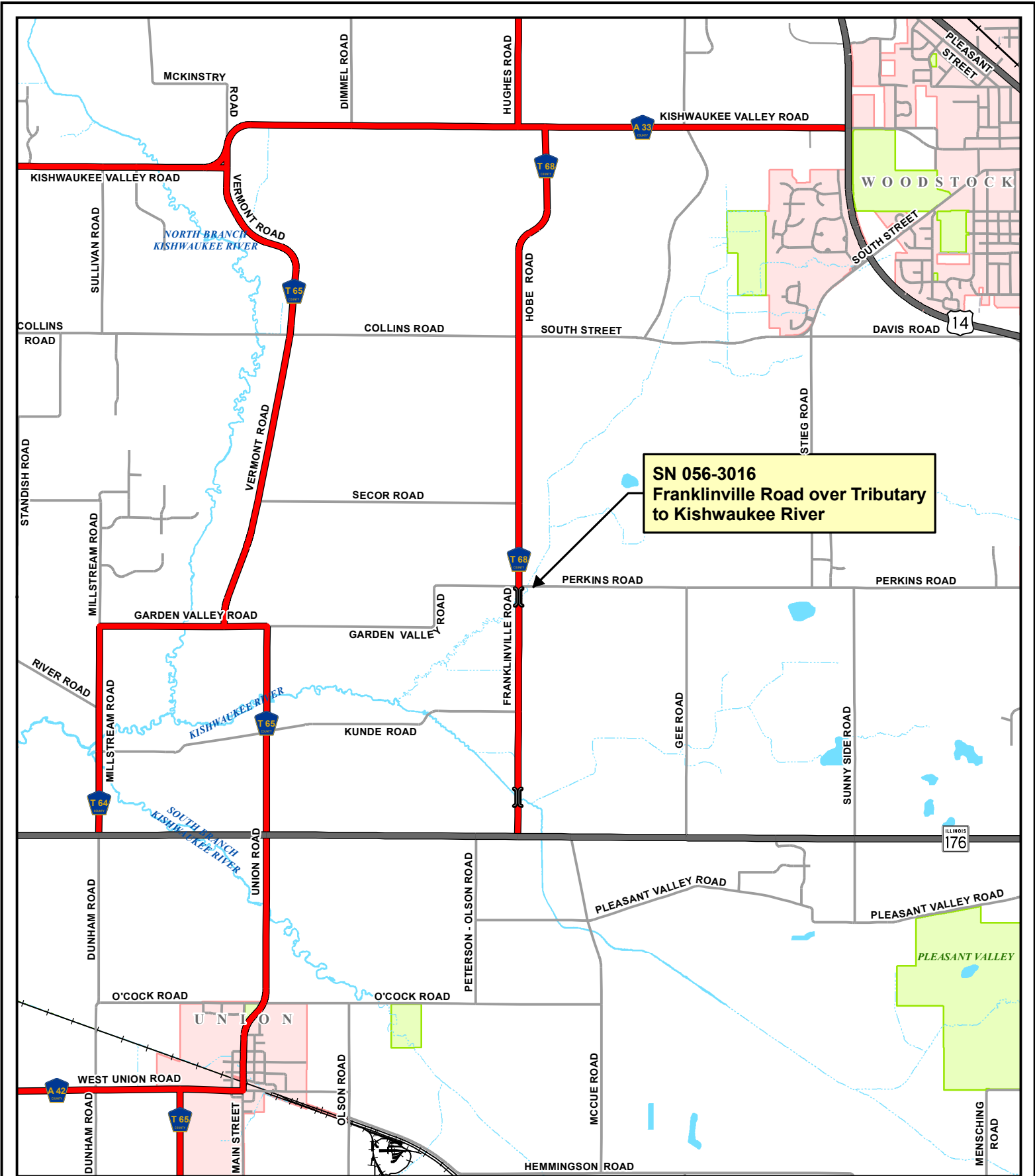
This task includes preparation of a report summarizing the results of the hydrologic study, outline of the procedures, and printouts of the supporting data. The report will include exhibits showing the watershed and subwatersheds, tables with the critical duration peak discharges, supporting HEC-HMS input parameters (loss, storage, routing, rainfall) and output, and HEC-RAS output for the verification events.

For a direct cost calculation, we anticipate two submittals to MCDOT, an original submittal and a revision to address any comments. We have assumed two reports will be sent per submittal for a total of 4 reports. We also have calculated two site visits, the first for the field survey, and a second by the engineer for hydrologic stream analysis.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of this Phase I engineering project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope, and would be considered as additional services if required by McHenry County DOT, the McHenry County Department of Planning and Development, IDOT or the FHWA, or any other agency for the successful completion of the project.

- Field surveying other than the roadway crossings
- HEC-RAS analysis beyond the current stream cross sections as part of the Phase I analysis for bridge replacement.
- Any proposed drainage or future drainage alternatives.
- Any permit from IDNR- OWR or IDOT.
- Army Corp of Engineers permit submittal



SN 056-3016
Franklinville Road over Tributary
to Kishwaukee River

DATE
 April 5, 2010

SOURCE
 McHenry County DOT GIS

PROJECTION
 Transverse Mercator
 NAD 1983 StatePlane Illinois East

DISCLAIMER
 Information on this map may contain inaccuracies or typographical errors. Information may be changed or updated without notice. Information on this map is provided "as-is" without warranty of any kind, either express or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost 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
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

0 4,000 8,000 Feet

SCALE
 1 inch = 4,000 feet

SN 056-3016
LOCATION MAP
 McHenry County
 Division of Transportation



RESOLUTION
APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT
AND APPROPRIATING FUNDS FOR THE FRANKLINVILLE ROAD BRIDGE
PROJECT OVER THE KISHWAUKEE RIVER

WHEREAS, McHenry County has determined that there is a need to replace the Franklinville Road bridge (056-3017) over the Kishwaukee River as part of the approved 2011 to 2015 Highway Improvement Program, as the existing bridge is structurally deficient, involving the construction of a new bridge and approach pavement; and

WHEREAS, McHenry County approved an engineering agreement to provide the necessary Phase I Engineering with Collins Engineers, Inc. on August 3, 2010, for this project; and

WHEREAS, since that time the McHenry County Division of Transportation identified a need to perform additional hydrology and hydraulic modeling for this bridge project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached supplemental engineering services agreement with Collins Engineers, Inc. of Chicago, Illinois, for a not to exceed amount of \$15,204.00 raising the upper limit of the contract to \$156,272.30, to provide said engineering services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Supplemental Engineering Services Agreement between McHenry County and Collins Engineers is hereby approved in the not to exceed amount of \$15,204.00; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of fifteen thousand two hundred ten dollars (\$15,210.00) 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 10-00379-00-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 18th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

| | | | |
|--|---|------------|---|
| Municipality McHenry County Division of Transportation | LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds SUPPLEMENT #1 | CONSULTANT | Name Collins Engineers, Inc. |
| Township | | | Address 123 N. Wacker Drive. Suite 300 |
| County McHenry | | | City Chicago |
| Section 10-00379-00-BR | | | State IL |

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Franklinville Road (T68)

Route FAS 0033 Length 0.37 Mi. 1,800 FT (Structure No. 056-3017)

Termini Over Kishwaukee River 0.3 mi. north of IL Route 176

Description:

Preliminary engineering (Phase I) study for the reconstruction of SN 056-3017 Franklinville Road over the Kishwaukee River.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1f and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 170% percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LA:

McHenry County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

McHenry County Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Collins Engineers, Inc.

ATTEST:

By  _____

By  _____

Title Project Manager / Manager of Civil Services

Title Executive Vice President

| |
|------------------------------|
| Approved |
| _____ Date |
| Department of Transportation |
| _____ Regional Engineer |

EXHIBIT 1

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

1. To pay the **ENGINEER** within fifteen (15) days following the **LA’s** approval of **ENGINEER’S** invoices as compensation for all services performed as stipulated in Paragraphs 1b and 1f, under “**The LA Agrees**”, on a Cost Plus Fixed Fee basis according to the Schedule of Compensation contained in Exhibit 2 of the Agreement for the successful completion of the services. The total compensation shall not exceed \$15,204.00.
2. Remove paragraph 3 (on page 3) in its entirety.
3. Replace the last sentence in Item 1 above with the following:
“The total compensation shall not exceed \$156,272.30 (~~\$141,068.30~~ original contract amount + \$15,240.00 Supplement NO. 1)”

On Page 3 under “**It is Mutually Agreed**”

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

COLLINS ENGINEERS^{INC}

EXHIBIT 2

August 31, 2011

Re: Franklinville Road (T68) Over Kishwaukee River
Route: FAS 0033
Structure No. 056-3017
Section 10-00379-00-BR
Project: P-91-746-10

Mr. Walter Dittrich, P.E.
Design Manager
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098

Attention: Ms. Wynnyth Adair, P.E.
Drainage Engineer

Dear Ms. Adair,

Collins Engineers, Inc. is pleased to submit the Cost Estimate of Consultant Services (CECS) Package for Supplement #1. We have prepared our cost proposal to be consistent with the email dated 8/3/2011 whereas Collins was directed to rework the hydrologic model using TR-20, HEC-HMS, or HEC-1 per the MCSMO. Based on our understanding of the project, the scope of work for Supplement #1 will consist of developing an acceptable MCSMO hydrologic model to attain flow discharges for the hydraulic model. The following scope items are included in the proposal:

HYDRAULIC REPORT

- Revise Hydrological Model based on an acceptable MCSMO method
- Recalibration of Hydrological Model
- Revise Hydraulic Model
- Revise Scour Analysis and scour depth calculation
- Revise Narrative and Waterway Information Table (WWIT)
- Update Report Exhibits
- Report Assembly

GEOMETRIC STUDIES

- Re-Analyze Roadway Bridge Vertical and Horizontal Alignment using new WWIT data.

We appreciate the opportunity to, once again, provide our professional engineering services to MCDOT and we look forward to working with you. If you should have any questions, please do not hesitate to contact me.

Respectfully Submitted,
COLLINS ENGINEERS, INC.



Matthew G. Rempfer
Project Manager

HOUR ESTIMATE

MCHENRY COUNTY DIVISION OF TRANSPORTATION
 FRANKLINVILLE ROAD - GROUP 9B
 PHASE I ENGINEERING SERVICES
 GROUP II CE

Collins Engineers
 Supplement #1

| ITEM DESCRIPTION | | Subtotal | TOTAL |
|------------------|---|------------|------------|
| 5.0 | HYDRAULIC REPORT | | 100 |
| a | Hydraulic Report | | |
| | • Revise Hydrological Model based on an acceptable MCSMO method | 24 | |
| | • Recalibration of Hydrological Model | 8 | |
| | • Revise Hydraulic Model | 28 | |
| | • Revise Scour Analysis and scour depth calculation | 4 | |
| | • Revise Narrative and Waterway Information Table (WWIT) | 12 | |
| | • Update Report Exhibits | 16 | |
| | • Report Assembly | 8 | |
| 7.0 | GEOMETRIC STUDIES | | 10 |
| a | Alignment Studies | | |
| | Re-Analyze Roadway Bridge Vertical and Horizontal Alignment | 10 | |
| TOTAL | | 110 | 110 |

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

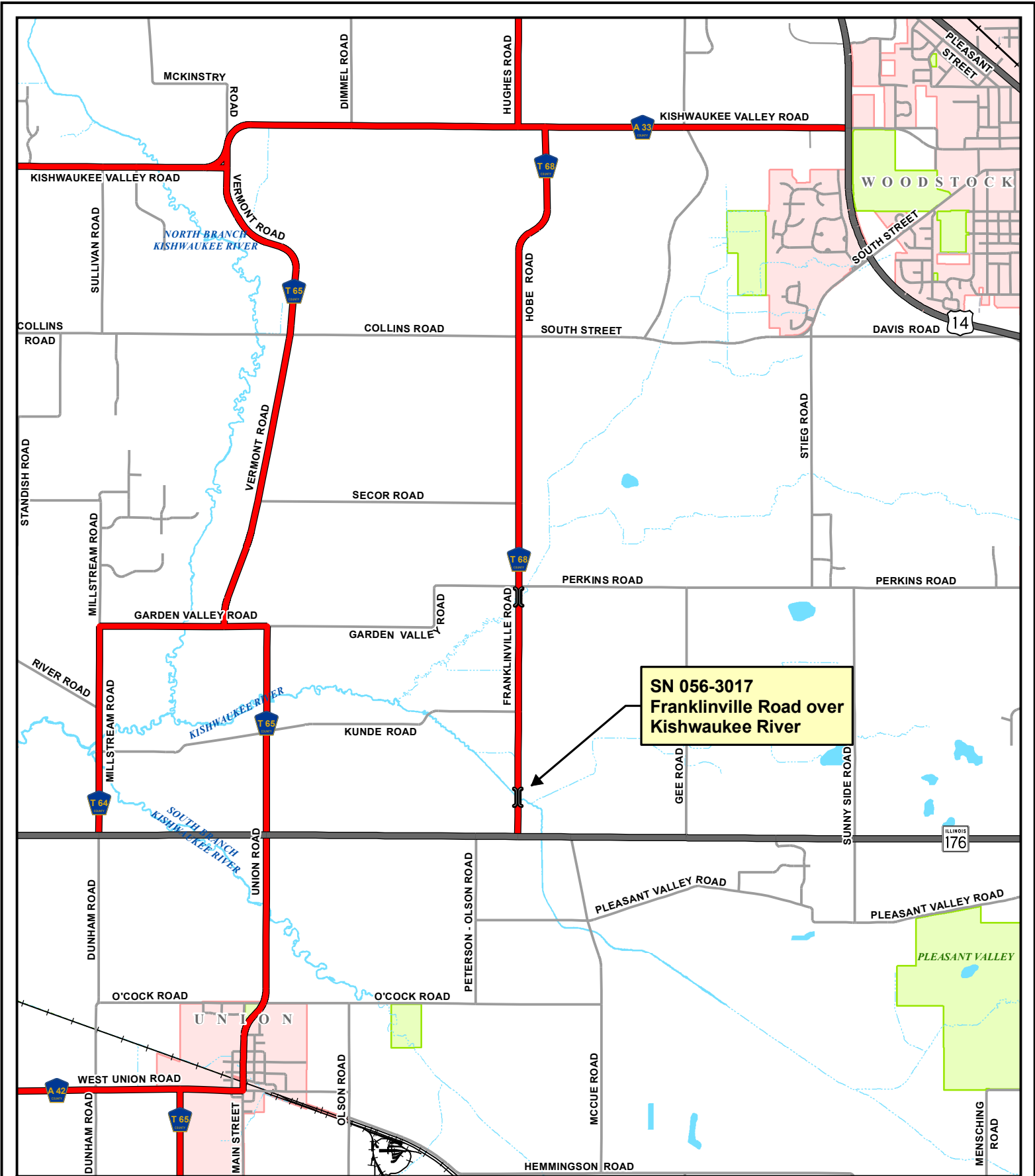
Collins DATE
Supplement #1
Group 9b

08/31/11

ESCALATION FACTOR 0.00%

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|-------------------------|--------------|-----------------|
| Principal Engineer (E8) | \$70.00 | \$70.00 |
| Principal Engineer (E7) | \$70.00 | \$70.00 |
| Senior Engineer (E6) | \$65.34 | \$65.34 |
| Senior Engineer (E5) | \$54.97 | \$54.97 |
| Engineer (E4) | \$44.17 | \$44.17 |
| Engineer (E3) | \$39.94 | \$39.94 |
| Junior Engineer (E2) | \$31.83 | \$31.83 |
| Junior Engineer (E1) | \$25.95 | \$25.95 |
| Senior CADD (D3) | \$37.10 | \$37.10 |
| CADD Tech (D2) | \$29.76 | \$29.76 |
| CADD Tech (D1) | \$17.81 | \$17.81 |
| Clerical (C2) | \$25.66 | \$25.66 |
| Clerical (C1) | \$20.51 | \$20.51 |

MAX = \$70 per hour



SN 056-3017
Franklinville Road over
Kishwaukee River

DATE
 April 5, 2010

SOURCE
 McHenry County DOT GIS

PROJECTION
 Transverse Mercator
 NAD 1983 StatePlane Illinois East

DISCLAIMER
 Information on this map may contain inaccuracies or typographical errors. Information may be changed or updated without notice. Information on this map is provided "as-is" without warranty of any kind, either express or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost 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.

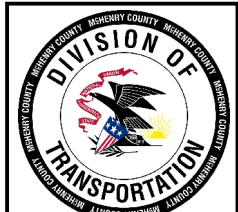
LEGEND

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

0 4,000 8,000 Feet

SCALE
 1 inch = 4,000 feet

SN 056-3017
LOCATION MAP
 McHenry County
 Division of Transportation



RESOLUTION
APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT
AND APPROPRIATING FUNDS FOR THE DEERPASS ROAD
BRIDGE PROJECT

WHEREAS, McHenry County has determined that there is a need to replace the Deerpas Road bridges (056-3029 & 056-3030) over the Kishwaukee River (main and auxiliary channels) as part of the approved 2011 to 2015 Highway Improvement Program, as the existing bridges are structurally deficient, involving the construction of two new bridges and approach pavement; and

WHEREAS, McHenry County approved an engineering agreement to provide the necessary Phase I Engineering with AECOM on August 3, 2010, and approved engineering supplement #1 for the addition of bridge 056-3030 on June 7, 2011 for this project; and

WHEREAS, since that time the McHenry County Division of Transportation identified a need to perform additional hydrology and hydraulic modeling for both bridges for the project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached supplemental engineering services agreement with AECOM of Chicago, Illinois, for a not to exceed amount of \$21,200.79 raising the upper limit of the contract to \$261,413.12, to provide said engineering services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Supplemental Engineering Services Agreement between McHenry County and AECOM is hereby approved in the not to exceed amount of \$21,200.79; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of twenty-one thousand two hundred ten dollars (\$21,210.00) 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 10-00377-00-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 18th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

| | | | | |
|--------------------------------|---|--|--|--|
| Municipality McHenry County | L O C A L A G E N C Y |  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds SUPPLEMENT #2 | C O N S U L T A N T | Name AECOM Technical Services, Inc. |
| Township | | | | Address 303 E Wacker Dr. Suite 600 |
| County McHenry | | | | City Chicago |
| Section 10-00377-00-BR | | | | State IL |

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Deerpass Road (T 59)

Route Off-System Length 0.25 Mi. _____ FT (Structure No. 056-3029 & 056-3030)

Termini Over Kishwaukee River main channel and north auxillary channel 0.7 mi N of IL Rte 176

Description:
Hydrologic and hydraulic modeling of SN 056 - 3029 & SN 056-3030 (Deerpass Road over the Kishwaukee River).

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

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

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

McHenry County _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

McHenry County _____ Clerk
(Seal)

By Kenneth D. Koehler
Title McHenry County Board Chairman

Executed by the ENGINEER:

ATTEST:

By [Signature]
Title Region Counsel

AECOM TECHNICAL SERVICES, INC.
By [Signature]
Title Vice President

| |
|------------------------------|
| Approved |
| _____ |
| Date |
| Department of Transportation |
| _____ |
| Regional Engineer |

EXHIBIT 1

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

1. To pay the **ENGINEER** within fifteen (15) days following the **LA**'s approval of **ENGINEER'S** invoices as compensation for all services performed as stipulated in Paragraphs 1g, 2, 3, 5, and 6, under “**The LA Agrees**”, on a Cost Plus Fixed Fee basis according to the Schedule of Compensation contained in Exhibit 2 of the Agreement for the successful completion of the services. The total compensation shall not exceed **\$ 21,200.79**
2. Remove paragraph 3 (on page 3) in its entirety.
3. Replace the last sentence in Item 1 above with the following:
“The total compensation shall not exceed \$261,413.12 (\$190,896.03 original contract amount + \$49,316.30 Supplement No. 1+ \$21,200.79 Supplement No. 2 [local funds only])”

On Page 3 under “**It is Mutually Agreed**”

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

SCOPE OF SERVICES – PRELIMINARY ENGINEERING SERVICES – SUPPLEMENT 2

CONSULTANT: AECOM
ROUTE: Group 8 Bridge (056-3029 & 056-3030)
Deerpass Road (T 59) over the Kishwaukee River
Phase I Engineering Services
COUNTY: McHenry
LA CONTACT: Wynnyth Adair, P.E.
JOB: P-91-747-10
SECTION: 10-00377-00-BR
PROJECT: BRS-0111(058)

Project Understanding

Through coordination with McHenry County Stormwater Management, it was determined that the previously utilized Streamstat software and USGS Regression Equations cannot be used to perform hydrologic modeling for major bridge and culvert crossings. Therefore, McHenry County has requested that AECOM develop a new hydraulic model for the Kishwaukee River crossing of Deerpass Road.

What follows is the scope of services for the additional work to be performed as a result of changes to the hydraulic model.

Scope of Services

The project approach is based on the NEPA process and includes the following items in the proposed scope of services.

1.0 Project Management and Coordination

The project schedule has been extended an additional four months due to the time required to make a determination on the hydraulic modeling requirements. AECOM requests an additional 4 hours per month for the additional 4 month project duration for general administration and management tasks. AECOM will continue to prepare project documentation including regular progress reports, correspondence, invoicing and general administration for the duration of the project as detailed in the project schedule.

2.0 Early Coordination and Data Collection

AECOM expects no additional work to be performed above and beyond the original scope of work.

3.0 Survey

AECOM expects no additional work to be performed above and beyond the original scope of work.

4.0 Environmental Data, Coordination, Inventory and Analysis

AECOM expects no additional work to be performed above and beyond the original scope of work.

5.0 Hydraulic Report

Hydrology Model

Per coordination with McHenry County Stormwater Management it was determined that the Streamstat software and USGS Regression Equations cannot be used to perform hydrologic modeling for major bridge and culvert crossings. Therefore, a calibrated TR-20 model will be developed by AECOM instead. This model will include several sub-areas while accounting for depressional

storage basins upstream. The total discharge to the outlet will then be determined using the hydrograph method based on TR-55 methodology for calculating time of concentration and runoff curve numbers. A field visit and aerial mapping will also be required to evaluate the overall topography for this work.

Existing Hydraulics Model

The existing HEC-RAS model will be updated to include the revised discharges based on the updated hydrology model. All relevant exhibits and parts of the narrative will be revised accordingly.

Proposed Hydraulics Model

AECOM expects no additional work for the proposed hydraulics model outside of the original scope of work since the proposed HEC-RAS model has not yet been analyzed.

6.0 Abbreviated Bridge Condition Report

AECOM expects no additional work to be performed above and beyond the original scope of work.

7.0 Geometric Studies

AECOM expects no additional work to be performed above and beyond the original scope of work.

8.0 Public Involvement

AECOM expects no additional work to be performed above and beyond the original scope of work.

9.0 Project Development Report – BLR 22110

AECOM expects no additional work to be performed above and beyond the original scope of work.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

| | | | | | |
|--|------------------------------|------------------------|------------------------|---|----------------|
| FIRM NAME PRIME/SUPPLEMENT | AECOM Supplement 2 | DATE PTB NO. | 09/07/11 RFQ #10-01 | OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE | 1.58% 3.00% |
| CONTRACT TERM START DATE RAISE DATE | 6 9/1/2011 1/1/2012 | MONTHS | | | |

ESCALATION PER YEAR

| | | | |
|---------------------|---------------------|--|--|
| 9/1/2011 - 1/1/2012 | 1/2/2012 - 3/1/2012 | | |
| 4 | 2 | | |
| 6 | 6 | | |

= 66.67%
= 1.0100
= 34.33%
= 1.00%

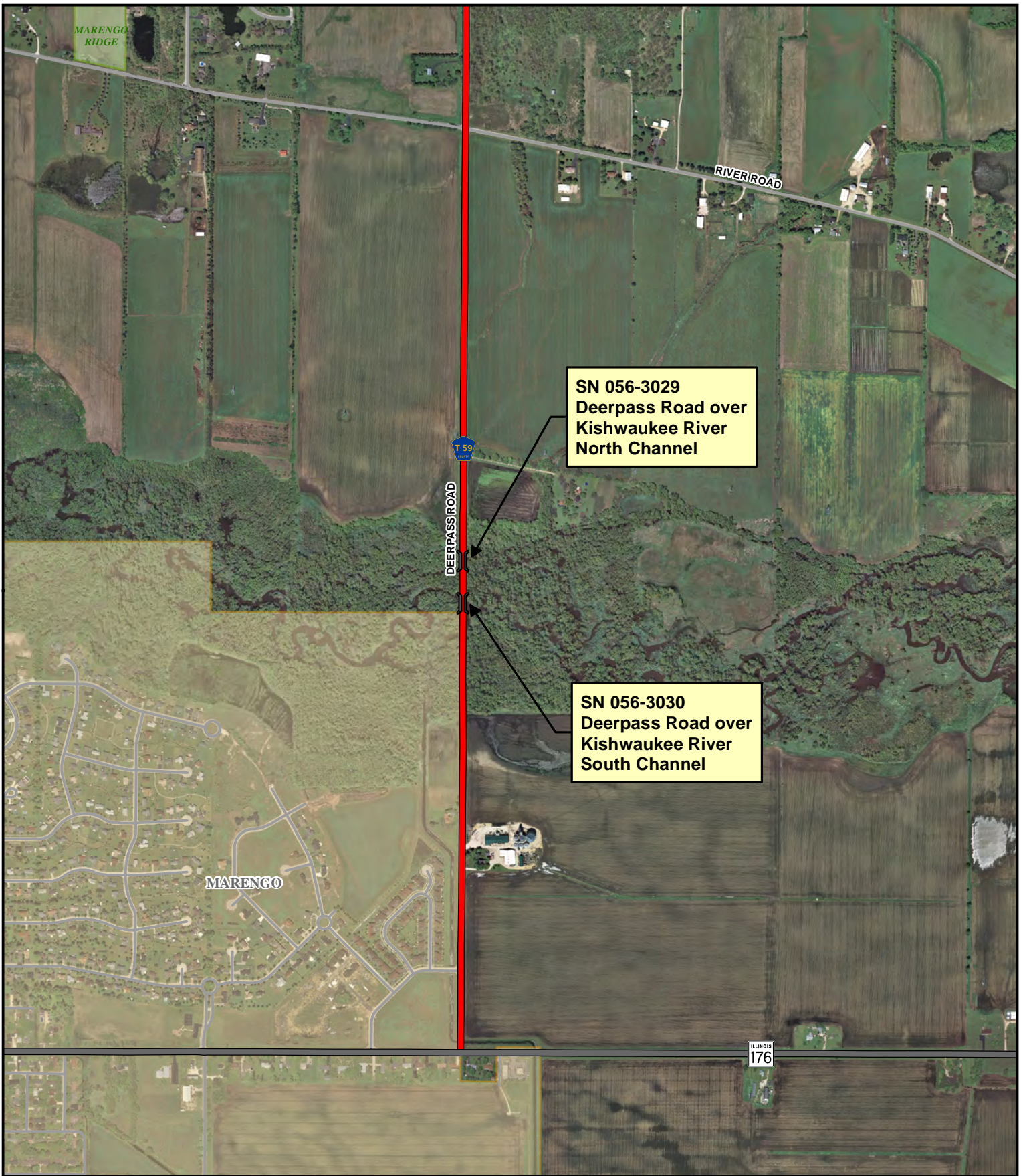
The total escalation for this project would be:

**SUPPLEMENT 2
HOUR ESTIMATE**

**MCHENRY COUNTY DIVISION OF TRANSPORTATION
DEERPASS ROAD OVER KISHWAUKEE RIVER
PHASE I ENGINEERING SERVICES**



| ITEM DESCRIPTION | | Subtotal | TOTAL |
|------------------|---|----------|------------|
| 1.0 | PROJECT MANAGEMENT AND COORDINATION | | 16 |
| | Project Administration | 16 | |
| 2.0 | DATA COLLECTION AND EVALUATION OF BASE DATA | | 0 |
| 3.0 | SURVEY | | 0 |
| 4.0 | ENVIRONMENTAL DATA, COORDINATION, INVENTORY AND ANALYSIS | | 0 |
| 5.0 | HYDRAULIC REPORT | | 160 |
| | Hydrology Model | 120 | |
| | Existing Hydraulics Model | 40 | |
| 6.0 | ABBREVIATED BRIDGE CONDITION REPORT | | 0 |
| 7.0 | GEOMETRIC STUDIES | | 0 |
| 8.0 | PUBLIC INVOLVEMENT | | 0 |
| 9.0 | REPORT PREPARATION | | 0 |
| 10.0 | GEOTECHNICAL SERVICES | | 0 |
| TOTAL | | | 176 |



DATE
March 15, 2011

SOURCE
McHenry County DOT GIS

PROJECTION
Transverse Mercator
NAD 1983 StatePlane Illinois East

DISCLAIMER
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LEGEND

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

0 250 500 750 1,000 Feet

SCALE
1 inch = 1,000 feet

**SN 056-3029 and
SN 056-3030
LOCATION MAP**
McHenry County
Division of Transportation



RESOLUTION
APPROVING AN ENGINEERING SERVICES AGREEMENT SUPPLEMENT
AND APPROPRIATING FUNDS FOR THE
LAWRENCE ROAD BRIDGE PROJECT

WHEREAS, McHenry County has determined that there is a need to replace the Lawrence Road bridge (056-3010) over Piscasaw Creek as part of the approved 2011 to 2015 Highway Improvement Program, as the existing bridge is structurally deficient, involving the construction of a new bridge and approach pavement; and

WHEREAS, McHenry County approved a design engineering agreement to provide the necessary Phase II Design Engineering with Bollinger, Lach, & Associates, Inc. (BLA) on June 7, 2011, for this project; and

WHEREAS, since that time the McHenry County Division of Transportation identified a need to perform additional hydrology and hydraulic modeling for this bridge project; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached supplemental engineering services agreement with BLA of Itasca, Illinois, for a not to exceed amount of \$13,419.88 raising the upper limit of the contract to \$182,051.22, to provide said engineering services, said amended agreement attached hereto and hereby made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County that the Supplemental Design Engineering Services Agreement between McHenry County and BLA is hereby approved in the not to exceed amount of \$13,419.88; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of thirteen thousand four hundred thirty dollars (\$13,430.00) 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 08-00355-01-BR; and

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


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

DATED at Woodstock, Illinois this 18th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

| | | | |
|--------------------------------|--|--|---|
| Municipality McHenry County |  Illinois Department of Transportation Phase II Supplement #1 Preliminary Engineering Services Agreement For Motor Fuel Tax Funds | C O N S U L T A N T | Name Bollinger, Lach & Associates, Inc |
| Township Chemung | | | Address 333 Pierce Road - Suite 200 |
| County McHenry | | | City Itasca |
| Section 08-00355-01-BR | | | State Illinois |

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Lawrence Road over Piskasaw Creek - Phase II Supplemental Agreement

Route FAS 0028 Length 0.19 Mi. 1000.00 FT (Structure No. 056-3010)

Termini Approximately 500' north and south of Lawrence Road along Piskasaw Creek

Description:

Develop hydrologic data for use in hydraulic evaluation of bridge opening and impacts to roadway & surrounding floodplain. Include provisions for a Remote Weather Station and Stream Gage in plan set.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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

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

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

It is Mutually Agreed,

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

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

Executed by the LA:

McHenry County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

Bollinger Lack & Assoc. Inc.

ATTEST:

By Cynthia R. Flower

By Michael M. Lack

Title Vice President

Title PRESIDENT

| |
|------------------------------|
| Approved |
| _____ Date |
| Department of Transportation |
| _____ Regional Engineer |

EXHIBIT 1

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

1. To pay the **ENGINEER** within fifteen (15) days following the **LA’s** approval of **ENGINEER’S** invoices as compensation for all services performed as stipulated in Paragraphs 1g, 2, 3, 5, and 6, under “**The LA Agrees**”, on a Cost Plus Fixed Fee basis according to the Schedule of Compensation contained in Exhibit 2 of the Agreement for the successful completion of the services. The total compensation shall not exceed \$13,419.88.
2. Remove paragraph 3 (on page 3) in its entirety.
3. Replace the last sentence in Item 1 above with the following:
“The total compensation shall not exceed \$182,051.22 (\$168,631.34 original contract amount + \$13,419.88 Supplement NO. 1)”

On Page 3 under “**It is Mutually Agreed**”

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

EXHIBIT 3

9/21/2011

McHenry County
Lawrence Road (FAS 028): Over Piscasaw Creek
Section No.: 08-00355-01-BR
Project No.: BRS-0028(108)
Job No.: D-91-472-11

PHASE II SUPPLEMENT #1 SCOPE DESCRIPTION

The Lawrence Road Bridge over Piscasaw Creek, SN 056-3010, is located in Chemung Township within McHenry County. Relative to a major arterial, the project is located approximately 2.9 miles west of US 14 and 3.5 miles north of IL-173. The Piscasaw Creek is currently designated as a Zone A floodplain. Zone A floodplain designation indicates an area of known flooding that has not been studied to determine flood flows or elevations.

Supplemental work consists of preparation of a hydrologic model for the Piscasaw Creek drainage basin for areas north of Lawrence Road to determine flood flows. Modification of the hydraulic model developed in Phase I to include the flood flows determined in the hydrologic model is required upon completion of the hydrologic model. Compensatory storage calculations will be updated based on flood elevations determined by the modified hydraulic model. The bridge hydraulic report shall be updated based on the revised hydrologic / hydraulic models and the revised compensatory storage.

Update Hydraulics and Hydrology

Hydrologic Analysis of the Piscasaw River Basin North of Lawrence Road: BLA will prepare a hydrologic analysis of the Piscasaw Creek basin north of Lawrence Road to establish flood flows to be used in the revised hydraulic model. BLA will use HEC-1, HEC-HMS, or similar software approved for use by FEMA to perform the hydrologic analysis. The developed flows will be used to update the HEC-RAS modeling prepared as part of the Phase I design.

Update Proposed HEC-RAS Hydraulic Model: BLA will use the flows determined through the hydrologic analysis to update the proposed HEC-RAS model. The proposed bridge design, base flood elevations, and floodplain boundaries will be evaluated based on the revised hydrology.

Revise Compensatory Storage Calculations

It is anticipated that the revised hydrology will result in floodplain elevations that differ from those determined in the Phase I model. Proposed floodplain fill and required compensatory storage will be evaluated based the revised base flood elevations.

Revise Bridge Hydraulic Report

The proposed BHR will be updated to reflect the flows and elevations determined through revised hydraulic modeling. All affected calculations, exhibits, and summary tables in the proposed BHR will be replaced with revised calculations and exhibits that reflect the results of the revised modeling.

EXHIBIT 3

9/21/2011

Remote Weather Station and Stream Gage

Remote Weather Station and Stream Gage: BLA will include a Remote Weather Station and Stream Gage as part of the Lawrence Road Improvements. BLA will coordinate final locations of the Remote Weather Station and Stream Gage with McHenry County Division of Transportation. Grading and foundations required for installation will be shown on the plans. Specific details of the weather station and stream gage and all associated appurtenances will be detailed on the plan set as recommended by the manufacturer/supplier. Manufacturer/supplier details shall be supplied by McHenry County Division of Transportation and foundation design is not required. Plans, quantities and specifications will reflect the addition of a Remote weather Station and Stream Gage.

Coordination with the local agencies will go through Mchenry County Division of Transportation.

EXHIBIT 3

BLA Manhours
PROJECT: LAWRENCE ROAD BRIDGE REPLACEMENT
BLA Project No. 755-012
Section No. 08-00355-01-BR

| <u>ITEM</u> | <u># OF SHEETS</u> | <u>MH PER SHEET</u> | <u>TOTAL MH'S</u> |
|--|--------------------|---------------------|-------------------|
| <i><u>Phase II Supplement</u></i> | | | |
| Update Hydraulics & Hydrology | | | 84 |
| Remote Weather Station and Stream Gage | | | 60 |
| | Total | | 144 |

EXHIBIT 3

BLA Manhours
PROJECT: LAWRENCE ROAD BRIDGE REPLACEMENT
BLA Project No. 755-012
Detailed Workhours

BLA Hours

Phase II Supplement

Update Hydraulics & Hydrology

| | |
|--|----|
| Hydrologic Analysis of the Piscasaw River Basin North of Lawrence Road | 40 |
| Update Existing HEC-RAS Hydraulic Model with revised flow data from Hydrologic Study | 24 |
| Revise Compensatory Storage Calculations | 12 |
| Revise Bridge Hydraulic Report | 8 |
| TOTAL WORKHOURS = | 84 |

Remote Weather Station and Stream Gage

| | |
|--|----|
| Locate and Detail Remote Weather Station and Stream Gage on Plan Set | 60 |
| TOTAL WORKHOURS = | 60 |

EXHIBIT 3

PROJECT: LAWRENCE ROAD BRIDGE REPLACEMENT

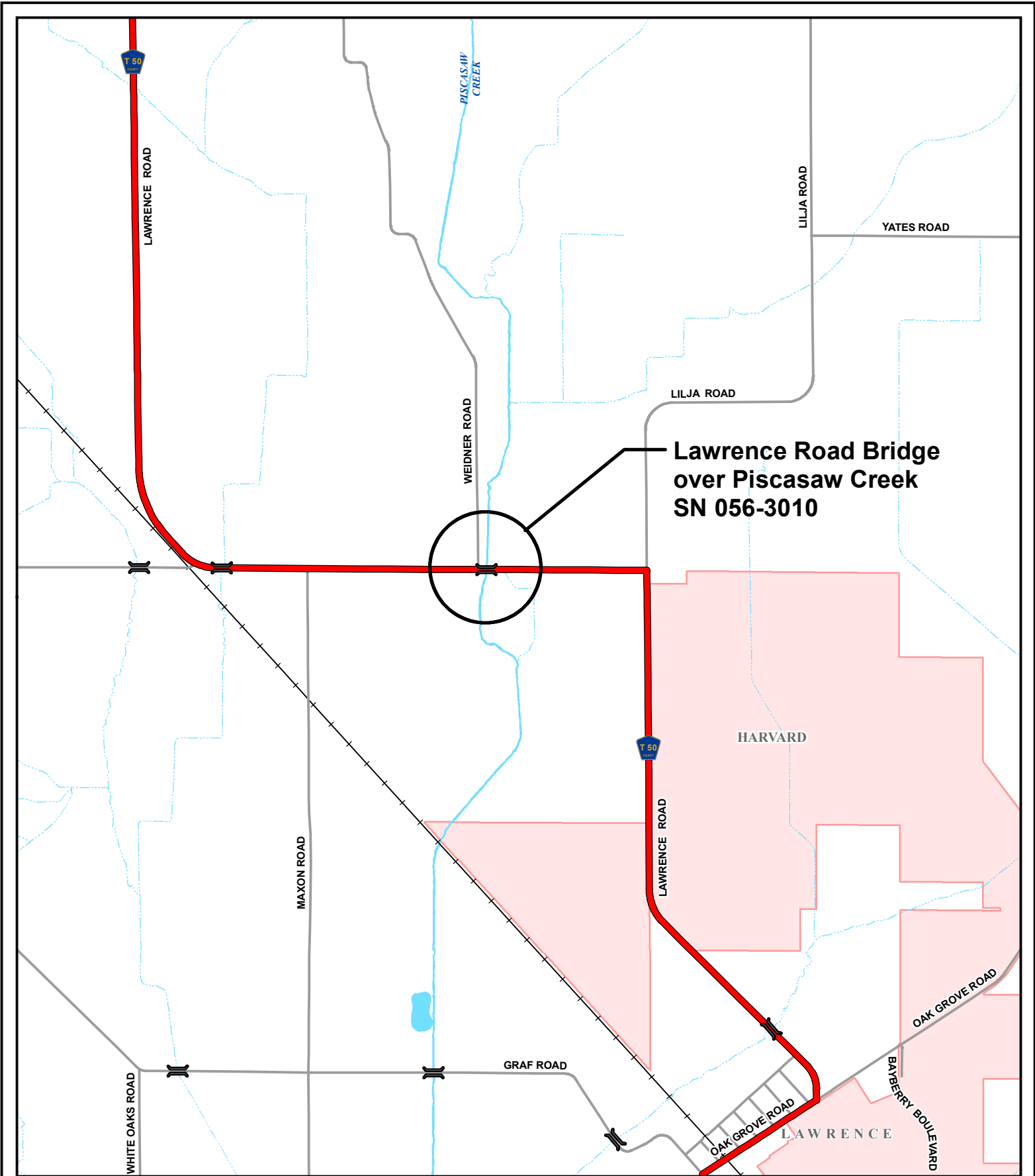
BLA Project No. 755-012

BLA Direct Costs

| | <u># of Sets</u> | <u>Size</u> | <u># of Sheets</u> | <u>Rate per Sheet</u> | <u>Total</u> |
|---|----------------------|-------------|------------------------|---------------------------|-----------------|
| *PERMIT REPORT SUBMITTALS | | | | | |
| Hydraulic / Hydrologic Report Binders | 12 | Binder | 1 | \$9.00 | \$108.00 |
| Hydraulic / Hydrologic Reports | 12 | 8.5"x11" | 75 | \$0.10 | \$90.00 |
| Hydraulic / Hydrologic Reports | 12 | 11"x17" | 5 | \$0.25 | \$15.00 |
| Permit Exhibits (4 Agency Submittals of 12 reports) | 48 | 24"x36" | 1 | \$3.00 | <u>\$144.00</u> |
| | | | Permit Report Total | | \$357.00 |
| Grand Total | | | | | \$357.00 |

*2 Local Agency, 2 MCDOT, 2 IDOT = 6 @ 2 submittals = 12 Copies

Hydraulic / Hydrologic Report Refers to Bridge Hydraulic Report Documents



**Lawrence Road Bridge
over Piscasaw Creek
SN 056-3010**

DATE
May 9, 2011

SOURCE
McHenry County DOT GIS

PROJECTION
Transverse Mercator
NAD 1983 StatePlane Illinois East

DISCLAIMER
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LEGEND

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

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

SCALE
1 inch = 2,000 feet

**LAWRENCE
ROAD BRIDGE**

McHenry County
Division of Transportation



RESOLUTION
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LAKE IN THE HILLS AND MCHENRY COUNTY FOR
THE INSTALLATION OF LIVING SNOW FENCE ALONG PYOTT ROAD

WHEREAS, McHenry County has identified a perpetual maintenance issue with blowing snow across Pyott Road at the Lake in the Hills Airport; and

WHEREAS, McHenry County and the Village of Lake in the Hills are committed to enhancing public safety wherever possible; and

WHEREAS, the McHenry County has identified the use of a living snow fence as a sustainable and practical solution in the industry to prevent snow from blowing across Pyott Road; and

WHEREAS, the installation of a living snow fence needs to be installed on property outside of the Pyott Road right-of-way in order to be most effective; and

WHEREAS, the Transportation Committee recommends approval of an intergovernmental agreement with the Village of Lake in the Hills stipulating the specific responsibilities of each party for the installation of the living snow fence, said agreement attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois that the intergovernmental agreement between McHenry County and the Village of Lake in the Hills is hereby approved; 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 two certified copies of this resolution to the Director of Transportation/County Engineer, one of which will be forwarded to the Village of Lake in the Hills.

DATED at Woodstock, Illinois, this 18th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

AGREEMENT
BETWEEN THE COUNTY OF MCHENRY
AND THE VILLAGE OF LAKE IN THE HILLS
FOR A LIVING SNOW FENCE AT THE LAKE IN THE HILLS AIRPORT

THIS AGREEMENT entered into this _____ day of _____ A.D. 2011 and between the County of McHenry, Illinois acting by and through its County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation, acting by and through its President and VILLAGE Board, hereinafter referred to as the VILLAGE.

WITNESSETH

WHEREAS, the COUNTY and VILLAGE have developed new roadway replacing existing Pyott Road and the COUNTY desires to install a living snow fence along the east side of Pyott Road, herein referred to as the IMPROVEMENT; and,

WHEREAS Pyott Road is under the jurisdiction of the COUNTY; and,

WHEREAS, the IMPROVEMENT is of regional importance to vehicular safety and traffic operations; and,

WHEREAS, the VILLAGE holds title to land within the limits of the IMPROVEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the VILLAGE hereto mutually agree as follows:

1. The COUNTY will install the IMPROVEMENT within the limits as shown on Exhibit A.
2. The VILLAGE has approved of the IMPROVEMENT noted in #1 above and accepts them with conditions that follow in this agreement.
3. The COUNTY agrees to construct and maintain IMPROVEMENT at no cost to the VILLAGE.
4. The VILLAGE agrees to allow the COUNTY to enter its property to maintain the living snow fence.
5. The COUNTY agrees to address any maintenance concerns with the IMPROVEMENT within 30 days of written notice unless otherwise agreed to in writing.
6. Should the VILLAGE require the removal of the IMPROVEMENT for any reason, the COUNTY shall do so within 90 days after receipt of such notice from the

VILLAGE unless otherwise agreed to in writing at no expense to the VILLAGE and restore the area to its original condition.

7. The COUNTY agrees to indemnify, defend, and hold harmless the VILLAGE, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the COUNTY.
8. The VILLAGE agrees to indemnify, defend, and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the negligent actions of the VILLAGE.
9. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/ County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.
10. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the County for any purpose, or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
11. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
12. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
13. It is mutually agreed by and between the parties hereto that any alterations, amendments deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

14. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.

15. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

MCHENRY COUNTY DIVISION OF TRANSPORTATION
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

VILLAGE OF LAKE IN THE HILLS
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Mr. Gerald D. Sagona
Village Administrator

16. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

17. Each Person Signing below on behalf of one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their party.

ATTEST:

VILLAGE OF LAKE IN THE HILLS

Denise L. Wasserman, Village Clerk
Village of Lake in the Hills

Edwin M. Plaza, President
Village of Lake in the Hills

ATTEST:

COUNTY OF MCHENRY

Katherine C. Schultz, Clerk
McHenry County

Kenneth D. Koehler, Chairman
McHenry County Board

Date: _____

PROPOSED FENCE BY LAKE IN THE HILLS

EXISTING DETENTION PONDS

PROPOSED GOLDFLAME SPIREA BUSHES SPACED TWO FEET APART (APPROX. 470 BUSHES IN TOTAL)

Pyott Road

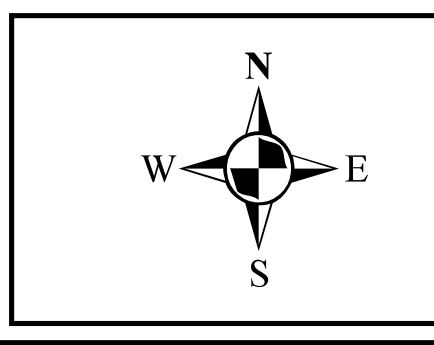
DISCLAIMER
 Information on this map was obtained from sources deemed reliable. The user assumes all responsibility for the use of this information. The user agrees to hold the provider harmless from any and all claims, damages, or liabilities, including reasonable attorneys' fees, arising from the use of this information. The user further agrees to hold the provider harmless from any and all claims, damages, or liabilities, including reasonable attorneys' fees, arising from the use of this information. The user further agrees to hold the provider harmless from any and all claims, damages, or liabilities, including reasonable attorneys' fees, arising from the use of this information.

DATE
 August 18, 2011

SOURCE
 McHenry County DOT GIS

PROJECTION
 Transverse Mercator
 NAD 1983 StatePlane Illinois East

| REVISIONS | | | |
|-----------|------|-------------|----|
| No. | Date | Description | By |
| | | | |
| | | | |
| | | | |
| | | | |



BASE MAP LEGEND

| | | |
|------------|--------------------|------------------|
| Centerline | Infiltration Ponds | Edge of Pavement |
| Bush Line | Fence Line | Right-of-Way |

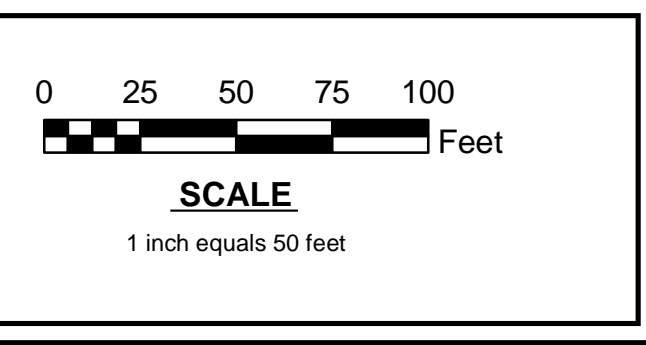


Exhibit A
Pyott Road Living Snow Fence Plan

McHenry County
 Division of Transportation



RESOLUTION APPROVING THE PURCHASE OF MAINTENANCE EQUIPMENT

WHEREAS, the McHenry County Division of Transportation annually budgets for new and replacement equipment; and

WHEREAS, the FY 2011 budget contains adequate budget for equipment purchase; and

WHEREAS, the McHenry County Division of Transportation has been recognized as an industry leader in snow and ice removal nationwide; and

WHEREAS, the McHenry County Division of Transportation has competed testing of a new and innovative piece of brine making and blending equipment; and

WHEREAS, the Transportation Committee has reviewed the proposal for purchase of the following piece of equipment from BrineXtreme of Noblesville, Indiana in the amount of \$51,000:

One (1) - Automated Brine Production and Three Product Blending System

WHEREAS, the Transportation Committee and the Finance Committee of the County Board concur in the purchase; and

WHEREAS, the purchase of the Automated Brine Production and Three Product Blending System greatly improves the ability for the McHenry County Division of Transportation to make liquid brine and other anti-icing products through automation giving staff the ability to spend more time on essential winter plowing duties.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois, that the Chairman of the Board is hereby authorized to execute the necessary documentation to purchase the above item; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that there is hereby appropriated the sum of fifty-one thousand dollars (\$51,000.00) from the Highway Fund, OCA code 820005-6040 for said purchases; and

BE IT FURTHER RESOLVED, that the Director of Purchasing is hereby authorized and directed to negotiate the final document to purchase said equipment; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby requested to distribute a certified copy of this resolution to the Auditor, the County Administrator, the Director of Purchasing, and the Director of Transportation/County Engineer.

DATED at Woodstock, Illinois this 18th day of October, A.D., 2011.

KENNETH D. KOEHLER, Chairman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

BrineXtreme

11366 Park Meadows Ct
Noblesville, IN 46060
U.S.A.

Voice: (317) 919-1733
Fax:

PROPOSAL

Proposal Number: 110001
Proposal Date: May 20, 2011
Complete By: Aug 31, 2011
Page: 1

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|---|
| To: |
| McHenry County IL 2200 N. Seminary Ave Woodstock, IL 60098-2637 U.S.A. |

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| Ship To: |
| McHenry County 2200 N. Seminary Ave Woodstock, IL 60098-2637 U.S.A. |

| | | |
|-------------------------|------------------------|-----------------------|
| Customer ID | PO Number | Sales Rep Name |
| McHenry County | | |
| Customer Contact | Shipping Method | Payment Terms |
| | Airborne | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|------------------------------|------|--|------------|------------------|
| 1.00 | | Automated Brine Production and 3 product blending system BrineXtreme will furnish and deliver to the county brine production and anti-ice blending equipment for evaluation. The county may test the system over the summer months of 2011 to evaluate the performance of the equipment, Upon completion of the evaluation period not to extend past 10/1/11 the county may elect to purchase the equipment at a price of \$51,000. If equipment is not desired the manufacture may remove the equipment from the property. In the event of a purchase there will be a full 1 year warranty from time of purchase | 51,000.00 | 51,000.00 |
| Subtotal | | | | 51,000.00 |
| Sales Tax | | | | |
| Freight | | | | 0.00 |
| TOTAL PROPOSAL AMOUNT | | | | 51,000.00 |