AGENDA
REGULAR CITY COUNCIL MEETING
City Council Chambers, 333 S Green Street
Monday, April 1, 2019

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Public Comments: Any member of the public wishing to address the Council is invited to do so by signing in at the meeting entrance and, when recognized, stepping to the podium. Opportunities for Public Comment are also provided under each Individual Action Item.

5. Consent Agenda:
   Motion to Approve the Following Consent Agenda Items:
   A. Ordinance authorizing the Disposal of Surplus Property owned by the City of McHenry;
   B. Curran Road Highway Safety Improvement Program (HSIP) IDOT Agreements;
   C. Pearl Street Illinois Transportation Enhancement Program (ITEP) IDOT Agreements;
   D. 2019 Hot Mix Asphalt (FOB) Materials Contract Award to Peter Baker and Son Company in the amount of $41.00 per ton for HMA Surface Mixture and $34.00 per ton for HMA Binder Mixture;
   E. March 18, 2019 City Council Meeting Minutes;
   F. Issuance of Checks in the amount of $191,030.49.

   A. Motion to approve a Sign Variance to D.R. Horton to allow off-site advertising signage at the southeast corner of Veteran's Parkway and South Route 31 for a period not to exceed two years, or when the final certificate of occupancy is issued for the Oaks at Irish Prairie Subdivision.

   B. Motion to table consideration of an Incentive Agreement between the City of McHenry and Blue Stone Single Tenant Properties, LLC to the April 15, 2019 City Council Meeting.

7. Discussion Only Items.
   A. Process for Filling the City Clerk Vacancy

8. Executive Session.

9. Staff Reports.

10. Mayor and City Council Comments.

11. Adjourn.

The City of McHenry is dedicated to providing its citizens, businesses, and visitors with the highest quality of programs and services in a customer-oriented, efficient, and fiscally responsible manner.
The complete City Council packet is available for review online via the City website at www.ci.mchenry.il.us. For further information, please contact the Office of the City Administrator at 815-363-2108.

The proceedings of the City Council meeting are being video-recorded and every attempt is made to ensure that they are posted on the City of McHenry, IL “YouTube” channel within twenty-four (24) hours of the meeting adjournment.

NOTICE: In compliance with the Americans with Disabilities Act (ADA), this and all other City Council meetings are located in facilities that are physically accessible to those who have disabilities. If additional accommodations are needed, please call the Office of the City Administrator at 815-363-2108 at least 72 hours prior to any meeting so that accommodations can be made.
CONSENT AGENDA SUPPLEMENT

DATE: April 1, 2019

TO: Mayor and City Council

FROM: Derik Morefield, City Administrator
       Ed Larson, IT Administrator

RE: Consideration of an Ordinance Authorizing the Disposal of Surplus Property Owned by the City of McHenry

ATT: Ordinance

AGENDA ITEM SUMMARY:
The IT Division continuously evaluates and replaces computers and computer-related equipment as part of a citywide replacement program. As equipment is taken out of service and replaced, any data is cleared from machines and they are stored until there is sufficient quantity to dispose of through the requested process.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to approve the attached Ordinance, authorizing the disposal of surplus property owned by the City of McHenry, as identified on the attached itemized list.
CITY OF MCHENRY

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY OWNED BY THE CITY OF MCHENRY

WHEREAS, it is the opinion of the corporate authorities of the City of McHenry that it is no longer necessary, useful, or in the best interest of the City to retain ownership of the property described in this Ordinance; and

WHEREAS, the City of McHenry finds and determines that it will dispose of the property in a manner described in this Ordinance;

THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MCHENRY, MCHENRY COUNTY, ILLINOIS, as follows:

Section 1: Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2: Disposal of Surplus Property. The Mayor and City Council find that the property described in Exhibit A attached to this Ordinance ("Surplus Property") is no longer necessary or useful to the City. Therefore the Information Technology Department for the City of McHenry is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the City. The Surplus Property shall be sold or disposed of in an "as is" condition.

Section 3: Each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, other than the part affected by such decision.

Section 4: Upon its passage and approval according to law, this Ordinance shall, by authority of the City Council, be published in pamphlet form. Publication date: _____. Effective date: _____.

Section 5: This Ordinance shall take effect upon its passage and approval according to law.
PASSED BY THE CITY COUNCIL this ____ day of _____, 2019 by roll call vote as follows:

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Mayor_________________    Deputy Clerk_________________

(SEAL)

ATTEST:

____________________
Debra Meadows, Deputy City Clerk
Exhibit A – Items to be Disposal of:
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CONSENT AGENDA SUPPLEMENT

DATE: April 1, 2019

TO: Mayor and City Council

FROM: Jon M. Schmitt, Director of Public Works

RE: Curran Road HSIP Agreements

ATT:
1. IDOT’s Construction Engineering Services Agreement for Federal Participation
2. IDOT’s Local Agency Agreement for Federal Participation
3. Resolution authorizing the use of MFT funds for a portion of local match funding of improvements (BLR 09110)

AGENDA ITEM SUMMARY:
Staff requests City Council to consider a Construction Engineering Services Agreement for Federal Participation, Local Public Agency Agreement for Federal Participation, and a Resolution authorizing the use of MFT funds for local match funding for the Curran Road Highway Safety Improvement Program (HSIP) Improvements.

BACKGROUND:
In 2015, the Illinois Department of Transportation (IDOT), through the Highway Safety Improvement Program (HSIP), awarded $450,000 to the City for safety improvements to the Curran Road S-Curve. The project to be constructed on Curran Road from approximately 400 feet south of Route 120 to Ojibwa Lane will include super-elevated pavement, a paved shoulder with rumble strips, ditch grading for recoverable slopes, pavement markings and additional signage. HSIP funds pay for 90% of Phase I & II engineering, construction and Phase III engineering.

On November 2, 2015 City Council approved a Preliminary Engineering Services Agreement for Federal Participation with HR Green, Inc. in an amount not to exceed $29,990.27 for Phase I Engineering of Curran Road (formerly Draper Road) S-Curve Safety Improvements. Phase I approval was received in December, 2017. On May 7, 2018 City Council approved a Preliminary Engineering Services Agreement for Federal Participation with HR Green, Inc. in an amount not to exceed $34,889 for Phase II Design Engineering. Final Plans and Specifications have been submitted to IDOT for the June 14, 2019 State Letting.

The City of McHenry is dedicated to providing the citizens, businesses and visitors of McHenry with the highest quality of programs and services in a customer-oriented, efficient and fiscally responsible manner.
Construction costs and Phase III Engineering costs are paid at 90% Federal participation with a 10% local match, but are capped at $391,500 Federal Participation. The total costs for construction and Phase III Engineering are currently estimated at $569,889. The required local portion of $178,389 for construction and Phase III Engineering will be paid utilizing Motor Fuel Tax (MFT) Funds.

ANALYSIS:
City Staff has selected Baxter & Woodman Inc. to provide Phase III Construction Engineering services through the required Quality Based Selection process required for Federal Aid work. Staff has negotiated a construction engineering services agreement with the selected firm using IDOT’s standard form. The construction engineering scope of work includes project startup, full time construction observation, pre-construction and construction progress meetings, administration/coordination, material testing and project closeout in an amount not to exceed $49,829.74. The Engineers opinion of Probable Cost (EOPC) for construction is $520,059. The project is scheduled for June 14, 2019 letting by IDOT with an anticipated early-August construction start.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to approve the attached: Curran Road Highway Safety Improvement Program Construction Engineering Services Agreement for Federal Participation with Baxter & Woodman Inc. in an amount not to exceed $49,829.74, the Local Agency Agreement for Federal Participation, and the Resolution authorizing the use of MFT funds for construction of improvements. It is further recommended, if Council concurs, to authorize the Mayor to execute any revisions of the proposed documents upon recommended revisions based upon IDOT and Council of Mayors review.
Local Public Agency
City of McHenry

City of McHenry
Section 15-0082-00-SP
Project No. HSIP-4003(675)
Job No. C-91-204-16
Contact Name/Phone/E-mail Address
Troy Strange/815-363-2125
tstrange@ci.mchenry.il.us

Consultant
Baxter & Woodman, Inc
Address
8678 Ridgefield Rd
City
Crystal Lake
State
Illinois
Zip Code
60012
Contact Name/Phone/E-mail Address
Craig Mitchell/815-444-3278
cmitchell@baxterwoodman.com

THIS AGREEMENT is made and entered into this __________ day of __________ 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

Regional Engineer Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor Company or Companies to which the construction contract was awarded

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Description: Project consists of HMA surface removal, pavement patching, profile and crown adjustments, slope and ditch grading revisions, installation of shoulder rumble strips, sign installations, culvert insertion lining, and pavement markings. Engineers Project Number 190081.60

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA in connection with the PROJECT hereinbefore described and checked below:

   ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   ☒ c. For soils, to obtain samples and perform testing as noted below.

   ☒ d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.
e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Geometric control including all construction staking and construction layouts.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Measurement and computation of pay items.

k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

m. Revision of contract drawings to reflect as built conditions.

n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER's negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
c) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

d) have not been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or preparing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

e) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

f) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

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

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

   Cost Plus Fixed Fee Formulas

   ✓ FF = 14.5%[(DL + R(DL) + OH(DL) + IHDC), or
   □ FF = 14.5%[(2.3 + R)DL + IHDC]

   Where:    DL = Direct Labor
              IHDC = In House Direct Costs
              OH = Consultant Firm's Actual Overhead Factor
              R = Complexity Factor
              FF=Fixed Fee
              SBO = Services by Others

   Total Compensation = DL +IHDC+OH+FF+SBO

   Specific Rate    □ (Pay per element)
   Lump Sum        □

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

a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) After 60% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

c) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1989 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER’s subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER’s last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER’s actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug-free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

   (A) abide by the terms of the statement; and

   (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of the Drug Free Workplace Act.

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

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.
# Agreement Summary

<table>
<thead>
<tr>
<th>Prime Consultant:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baxter &amp; Woodman, Inc</td>
<td>36-2845242</td>
<td>$48,189.74</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Consultants:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil and Material Consultants</td>
<td>36-3094075</td>
<td>$1,640.00</td>
</tr>
</tbody>
</table>

Sub-Consultant Total: $1,640.00  
Prime Consultant Total: $49,829.74  
Total for all Work: $49,829.74

Executed by the LPA:  
City of McHenry  
(Municipality/Township/County)

ATTEST:  
By:  
Clerk

Title:  

(SEAL)

Executed by the ENGINEER:  

Baxter & Woodman, Inc.

ATTEST:  
By:  
Title: Deputy Secretary

Title: Vice President
# Cost Plus Fixed Fee

**Cost Estimate of Consultant Services**

**Firm:** Baxter & Woodman, Inc.

**Prime/Supplement:**

**Overhead Rate:** 1.4471

**Complexity Factor:** 0

**Date:** 03/13/19

<table>
<thead>
<tr>
<th>DBE Drop Box</th>
<th>Item</th>
<th>Manhours</th>
<th>Payroll</th>
<th>Overhead &amp; FringeBenef</th>
<th>In-House Direct Costs</th>
<th>Fixed Fee</th>
<th>Outside Direct Costs</th>
<th>Services By Others</th>
<th>DBE Total</th>
<th>% of Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Initiation</td>
<td>0</td>
<td>307.76</td>
<td>632.21</td>
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<td></td>
<td></td>
<td></td>
<td>1,036.07</td>
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<tr>
<td></td>
<td>Construction Admin</td>
<td>15</td>
<td>876.72</td>
<td>1,260.70</td>
<td>324.39</td>
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<td></td>
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<td></td>
<td>Field Observation</td>
<td>213</td>
<td>13,477.31</td>
<td>19,503.02</td>
<td>147.07</td>
<td>4,808.60</td>
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<td>42</td>
<td>2,261.42</td>
<td>3,272.50</td>
<td>34.31</td>
<td>836.73</td>
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<td></td>
<td>6,404.96</td>
<td>12.85%</td>
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<tr>
<td></td>
<td>Material Testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,640.00</td>
<td>3.29%</td>
</tr>
</tbody>
</table>

|             |                     |          |           |                        |                       |           |                     |                   | 1,640.00 | 3.29%           |

| Subconsultant DL | | 104.00 | 104.00 | 0.33% |

**Totals:**

- **Manhours:** 315
- **Payroll:** 16,983.23
- **Overhead & Fringe Benefit:** 24,576.43
- **In-House Direct Costs:** 182.29
- **Fixed Fee:** 6,487.50
- **Outside Direct Costs:** 0.00
- **Services By Others:** 0.00
- **DBE Total:** 49,839.74
- **% of Grand Total:** 100.00%

**DBE:** 0.00%

---

**Prepared by the Consultant**

BDE 3608 Template (Rev. 01/12/17)
# Average Hourly Project Rates

**FIRM**
Baxter & Woodman, Inc.

**PAYROLL CLASSIFICATION**
- Senior Engineer IV: 65.31
- Senior Engineer III: 53.27
- Admin Support: 31.00

**TOTAL PROJECT RATES**
<table>
<thead>
<tr>
<th>Payroll Classification</th>
<th>AVG Hourly Rates</th>
<th>Total Project Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Engineer IV</td>
<td>65.31</td>
<td>28</td>
</tr>
<tr>
<td>Senior Engineer III</td>
<td>53.27</td>
<td>35</td>
</tr>
<tr>
<td>Admin Support</td>
<td>31.00</td>
<td>18</td>
</tr>
</tbody>
</table>

**Project Initiation**
- Senior Engineer IV: 67.50%
- Senior Engineer III: 76.70%
- Admin Support: 99.90%

**Construction Admin**
- Senior Engineer IV: 66.67%
- Senior Engineer III: 77.33%
- Admin Support: 99.91%

**Field Observation**
- Senior Engineer IV: 80.00%
- Senior Engineer III: 90.00%
- Admin Support: 100.00%

**Project Completion**
- Senior Engineer IV: 90.00%
- Senior Engineer III: 85.24%
- Admin Support: 50.73%

**TOTALS**
- Hours: 316
- %: 100%
- Avg: $53.74
- Avg: $41.30
- Avg: $56.45
- Avg: $53.27
- Avg: $53.84
- 0%
- $0.00
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>CURRENT RATE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Engineer IV</td>
<td>$65.31</td>
<td>$65.31</td>
</tr>
<tr>
<td>Senior Engineer III</td>
<td>$53.27</td>
<td>$53.27</td>
</tr>
<tr>
<td>Admin Support</td>
<td>$31.00</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

ESCALATION FACTOR 0.00%
## Subconsultants

<table>
<thead>
<tr>
<th>NAME</th>
<th>Direct Labor Total</th>
<th>Contribution to Prime Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMC</td>
<td>1,640.00</td>
<td>164.00</td>
</tr>
<tr>
<td>Total</td>
<td>1,640.00</td>
<td>164.00</td>
</tr>
</tbody>
</table>

Date: 03/13/19
In House Direct Costs

County: McHenry
Municipality: City of McHenry
Section: 15-00082-00-SP
Route: FAU 0084 Curran Rd
Contract No.
Job No.: C-91-204-16
Project: HSIP-4003(675)

Summary of In-House Costs:
Mileage – 314 miles Resident Engineer

Total = 314 miles @ $0.58/mile = $182.28
Mr. Craig Mitchell, P.E.
Baxter & Woodman, Inc.
8678 Ridgefield Rd.
Crystal Lake, IL 60014

Re: Soil and Construction Material Testing
FAU 0084 Curran Road Improvements
McHenry, Illinois

Dear Mr. Mitchell:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of $1,640.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Reid T. Steinbach, P.E.
Director of Engineering

Proposal Accepted By:
Client ________________________________________________________
Street _______________________________________________________
Town __________________________ State _______ Zip Code __________
Phone ( ) ______________________ E-Mail Address __________________
Signature __________________________ Position _____________________
Printed Name ______________________ Date ________________________
### SOIL AND MATERIAL CONSULTANTS, INC.

**Effective 1-1-19**

<table>
<thead>
<tr>
<th>Service</th>
<th>Estimated Units</th>
<th>Fee</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Field Testing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician with Nuclear Gauge</td>
<td>16 hours $85.00/hour, 340.00/day min.</td>
<td>$1,360.00</td>
<td></td>
</tr>
<tr>
<td><strong>Engineering</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engineer (P.E.) - QA Project Manager, includes project administration, field/laboratory engineering, mix design review, consultation and report review</td>
<td>2 hours $140.00/hour</td>
<td>$280.00</td>
<td></td>
</tr>
</tbody>
</table>

**Estimated Cost:** $1,640.00

### Estimates:

<table>
<thead>
<tr>
<th>Item</th>
<th>Tons</th>
<th>Contractor Working Days</th>
<th>Est. Days - 20% QA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HMA Surface, N50</td>
<td>1,336</td>
<td>2.0</td>
<td>0.5</td>
</tr>
<tr>
<td>HMA Binder, N50</td>
<td>1,996</td>
<td>2.5</td>
<td>1.0</td>
</tr>
<tr>
<td>HMA Shoulders</td>
<td>287</td>
<td>1.0</td>
<td>0.5</td>
</tr>
<tr>
<td>Class D Patches (6&quot;)</td>
<td>45</td>
<td>1.0</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>3,664</td>
<td>6.5</td>
<td>2.0</td>
</tr>
</tbody>
</table>

**Billing Notes:**
- Hourly Charges: Portal To Portal
- Weekdays over 8 hours/day: Hourly Rate x 1.5
- Saturdays: Hourly Rate x 1.5
- Sundays: Hourly Rate x 2.0
TERMS AND CONDITIONS

SOIL AND MATERIAL CONSULTANTS, INC. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to $100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.
Prime Consultant

<table>
<thead>
<tr>
<th>Name</th>
<th>Baxter &amp; Woodman, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>8678 Ridgfield Rd</td>
</tr>
<tr>
<td>Telephone</td>
<td>815-459-1260</td>
</tr>
<tr>
<td>TIN Number</td>
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</tr>
</tbody>
</table>

Project Information

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>City of McHenry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section Number</td>
<td>15-00062-00-SP</td>
</tr>
<tr>
<td>Project Number</td>
<td>HSIP-4003(675)</td>
</tr>
<tr>
<td>Job Number</td>
<td>C-91-204-16</td>
</tr>
</tbody>
</table>

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil and Material Consultants</td>
<td>36-3094075</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Consultant Total:  
Prime Consultant Total:  
Total for all Work Completed:

---

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

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Printed on 2/21/2019 6:40:27 AM

BLR 05611 (Rev. 11/09/17)
Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency: City of McHenry
Section Number: 15-00082-00-SP
Project Number: HSIP-4003(675)
Job Number: C-91-204-16

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services?  ☒ Yes  ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 of the BLRS Manual?  ☐ Yes  ☐ No

If no, IDOT’s approval date: __________

3. Was the scope of services for this project clearly defined?  ☐ Yes  ☐ No

4. Was public notice given for this project?  ☒ Yes  ☐ No  Due date of submittal: 02/01/2019
Method(s) used for advertisement and dates of advertisement: Newspaper (NW Herald 1/7/19), City Website (1/7/19 - 2/1/19), email blast (1/7/19)

5. Do the written QBS policies and procedures cover conflicts of interest?  ☒ Yes  ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?  ☒ Yes  ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation?  ☒ Yes  ☐ No

<table>
<thead>
<tr>
<th>Criteria for this project</th>
<th>Weighting</th>
<th>Criteria for this project</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>20%</td>
<td>Firm and Key personnel experience</td>
<td>20%</td>
</tr>
<tr>
<td>Specialized expertise</td>
<td>10%</td>
<td>Staff capabilities</td>
<td>10%</td>
</tr>
<tr>
<td>Work load capacity/availability</td>
<td>10%</td>
<td>Past performance on similar proj</td>
<td>30%</td>
</tr>
</tbody>
</table>

8. Do the written QBS policies and procedures discuss the method of selection?  ☒ Yes  ☐ No

Selection committee (titles) for this project: PW Project Engineer, PW Streets Supt, PW Utility Supt.
Top three consultants selected for this project in order: 1) Baxter & Woodman, Inc 86/100 2) Thomas Eng Group 78/100 3) Andrews Engineering, Inc 59/100
If less than 3 responses were received, IDOT’s approval date: __________

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?  ☒ Yes  ☐ No

10. Were negotiations for this project performed in accordance with federal requirements?  ☒ Yes  ☐ No

11. Were acceptable costs for this project verified?  ☒ Yes  ☐ No  ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?  ☒ Yes  ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?  ☒ Yes  ☐ No
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

### Location
- **Local Name**: Curran Road
- **Route**: 09-0084
- **Termini**: Ojibwa Lane to 0.06 Mile South of Elm Street (IL Route 120)
- **Length**: 0.81 Mi

### Project Description

### Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>HSIP</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
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<td>*</td>
<td>173,406</td>
<td>BAL</td>
<td>520,059</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>44,847</td>
<td>*</td>
<td>4,983</td>
<td>BAL</td>
<td>49,830</td>
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<td>Railroads</td>
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<td>Utilities</td>
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<td>Materials</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$391,500</td>
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<td>$178,389</td>
<td></td>
<td>$569,889</td>
</tr>
</tbody>
</table>

*Maximum FHWA (HSIP) participation is 90% and not to exceed $391,500*

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

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

### Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-lot contracts only).

### Method of Financing (State Contract Work Only)

**METHOD A**—Lump Sum (80% of LPA Obligation) due by the ______ of each successive month.

**METHOD B**—Monthly Payments of ______ divided by estimated total cost multiplied by actual progress payment.

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

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of oncroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documentation required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) **(Railroad Related Work Only)** The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62704. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, false pretense, destruction of records, making false statements receiving stolen property;

(c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) **(State Contracts)** That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation Program (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(1) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, and personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62704), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects set and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

(27) That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM#1.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://fedgov.dnb.com/webform.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

   (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;

   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 - Location Map Number 2 - LPA Appropriation Resolution Number 3 - GATA Addendum

(Inset Addendum numbers and titles as applicable)

____________________________________________________________________________________

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

APPROVED

Local Public Agency

Wayne S. Jett

Name of Official (Print or Type Name)

Mayor

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

(Signature) Date

The above signature certifies the agency’s TIN number is 36-6005993 conducting business as a Governmental Entity.

DUNS Number 023996275

APPROVED

State of Illinois

Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Addendum No. 3
Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT’s BoBS 2832 form available on IDOT’s web page under the “Resources” tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee’s responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), “Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports” if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)
Addendum 2
Resolution for Improvement
Under the Illinois Highway Code

BE IT RESOLVED, by the Council of McHenry, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract or Day Labor.

For Roadway/Street improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currant Road</td>
<td>0.81</td>
<td>09-0084</td>
<td>Ojibwa Lane</td>
<td>0.06 Mi S of Elm Street</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of Roadway resurfacing, grading for recoverable slopes, guardrail installation, and other necessary and incidental work.

2. That there is hereby appropriated the sum of One Hundred Seventy-Eight Thousand Three Hundred Eighty Nine Dollars ($178,389.00) for the improvement of said section from the Local Public Agency’s allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, ____________________________ City Clerk in and for said City

Name of Clerk McHenry

Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of McHenry at a meeting held on ____________________________ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ____________________________ Day of ____________________________ Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer

Department of Transportation Date
Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number
Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement the resolution covers.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type
From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Contract or Day Labor
From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road
Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.

Length
Insert the length of this segment of roadway being improved in miles.

Route
Insert the Route number of the road/street to be improved if applicable.

From
Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To
Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road
Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type "See Attached" and place the additional information on a separate piece of paper.

Existing Structure No.
Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route
Insert the Route number on which the structure is located.

Location
Insert the location of the structure.

Feature Crossed
Insert the feature the structure crosses.

1
Insert a description of the major items of work of the proposed improvement.

2
Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the (l).

Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.
Day
Insert the day Clerk is signing the document.

Month, Year
Insert the month and year of the clerk's signature.

Seal
The Clerk shall seal the document here.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation shall sign and date here once approved.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District Compliance Review
District File
CONSENT AGENDA SUPPLEMENT

DATE: April 1, 2019

TO: Mayor and City Council

FROM: Jon M. Schmitt, Director of Public Works

RE: Pearl Street ITEP Agreements

ATT: 1. IDOT’s Construction Engineering Services Agreement for Federal Participation
   2. IDOT’s Local Agency Agreement for Federal Participation
   3. Resolution authorizing the use of MFT funds for a portion of local match funding of improvements (BLR 09110)

AGENDA ITEM SUMMARY:
Staff requests City Council to consider a Construction Engineering Services Agreement for Federal Participation, Local Public Agency Agreement for Federal Participation, and a Resolution authorizing the use of MFT funds for local match funding for the Pearl Street Illinois Transportation Enhancement Program (ITEP) Improvements.

BACKGROUND:
In May of 2018, the Illinois Department of Transportation (IDOT), through the Illinois Transportation Enhancement Program (ITEP), awarded $616,300 to the City of McHenry for lighting and streetscape improvements to Pearl Street between Richmond Road and Riverside Drive. The City submitted applications for funding for these improvements during the design phase of the Pearl Street and Lincoln Road Surface Transportation Program (STP) improvements. However, due to the timeline for the call for proposals and the necessity to construct the multi-use path in 2018, these improvements are being completed as a separate project. The resurfacing and multi-use path project along Pearl Street was completed in fall of 2018 and was constructed such that the streetscape improvements will be able to be completed this year with minimal conflict to recently completed improvements.

On July 23, 2018 City Council approved a Preliminary Engineering Services Agreement with HR Green, Inc. in an amount not to exceed $44,430 for Phase I & II Engineering of the Pearl Street...
ITEP improvements. Phase I Engineering was approved by IDOT in October of 2018. Final Plans and Specifications have been submitted to IDOT for the June 14, 2019 State Letting.

Construction costs and Phase III Engineering costs are paid at 80% Federal participation with a 20% local match and are capped at $616,300 in Federal participation. The total costs for construction and Phase III Engineering are currently estimated at $784,167. The required local portion of $167,687 for construction and Phase III Engineering will be paid utilizing Motor Fuel Tax (MFT) Funds.

ANALYSIS:
City Staff has selected HR Green, Inc. to provide Phase III Construction Engineering services through the required Quality Based Selection process required for Federal Aid work. Staff has negotiated a construction engineering services agreement with the selected firm using the IDOT's standard form. The construction engineering scope of work includes project startup, full time construction observation, pre-construction and construction progress meetings, administration/coordination, material testing and project closeout in an amount not to exceed $97,536.52. The Engineers opinion of Probable Cost (EOPC) for construction is $686,113. The project is scheduled for June 14th, 2019 letting by IDOT with an anticipated early-August construction start.

RECOMMENDATION:
Therefore, if Council concurs, it is recommended that a motion be made to approve the attached: Pearl Street Illinois Transportation Enhancement Program Construction Engineering Services Agreement for Federal Participation with HR Green, Inc. in an amount not to exceed $97,536.52, the Local Agency Agreement for Federal Participation, and the Resolution authorizing the use of MFT funds for construction of improvements. It is further recommended, if Council concurs, to authorize the Mayor to execute any revisions of the proposed documents upon recommended revisions based upon IDOT and Council of Mayors review.

The City of McHenry is dedicated to providing the citizens, businesses and visitors of McHenry with the highest quality of programs and services in a customer-oriented, efficient and fiscally responsible manner.
Addendum 2

Resolution for Improvement
Under the Illinois Highway Code

Resolution Number: __________________
Resolution Type: Original
Section Number: 18-00084-00-SW

BE IT RESOLVED, by the Council of the City of McHenry, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract or Day Labor.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Pearl Street</td>
<td>0.33</td>
<td>09-0081</td>
<td>Richmond Road</td>
<td>Riverside Drive</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
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</tr>
</thead>
<tbody>
<tr>
<td>*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of Pedestrian lighting, sidewalk replacement, ADA ramps, pavement markings, landscaping, and other necessary and incidental work.

2. That there is hereby appropriated the sum of One-Hundred Sixty-Seven Thousand and 00/100 Dollars ($167,687.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, ________________________________, Name of Clerk of McHenry, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Council of McHenry at a meeting held on ____________________________ Date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of _______ Month, Year.

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date
Instructions for BLR 09110

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number
Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box choose the type of resolution:
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Section Number
Insert the section number of the improvement the resolution covers.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type
From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Contract or Day Labor
From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road
Insert the name of the Street/Road to be improved. Use a separate line for each street/road. If there are more names to be inserted than the table allows, type “See Attached” and place the additional information on a separate piece of paper.

Length
Insert the length of this segment of roadway being improved in miles.

Route
Insert the Route number of the road/street to be improved if applicable.

From
Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To
Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road
Insert the name of the Street/Road on which the structure is located. Use a separate line for structure. If there are more structures to be inserted than the table allows, type “See Attached” and place the additional information on a separate piece of paper.

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Route
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Location
Insert the location of the structure.

Feature Crossed
Insert the feature the structure crosses.
1
Insert a description of the major items of work of the proposed improvement.
2
Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ()

Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Printed 03/04/19
Day
Insert the day Clerk is signing the document.

Month, Year
Insert the month and year of the clerk's signature.

Seal
The Clerk shall seal the document here.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation shall sign and date here once approved.

A minimum of four (4) certified signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:
Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District Compliance Review
District File
THIS AGREEMENT is made and entered into this ____ day of ____________, ______ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

Regional Engineer: Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor: Company or Companies to which the construction contract was awarded

Project Description

<table>
<thead>
<tr>
<th>Name</th>
<th>Pearl Street Sidewalk and Lighting Enhance</th>
<th>Route</th>
<th>9-0081</th>
<th>Length</th>
<th>0.3</th>
<th>Structure No.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Termini</td>
<td>At Pearl Street from Richmond Road at station 0.00 to Riverside Drive at station 0.33</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description: The work consists of sidewalk removal, decorative concrete sidewalk, street lighting and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinafter described and checked below:

   a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   c. For soils, to obtain samples and perform testing as noted below.

   d. For aggregates, to obtain samples and perform testing as noted below.

   NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.
e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR “Project Procedures Guide” and the policies of the STATE.

f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.

g. Inspect, document and inform the LPA employee in Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.

h. Geometric control including all construction staking and construction layouts.

i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.

j. Measurement and computation of pay items.

k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.

m. Revision of contract drawings to reflect as built conditions.

n. Act as resident construction supervisor and coordinate with the LPA employee in Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee in Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee in Responsible Charge, no more than once a month for partial payment on account for the ENGINEER’s work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER'S work and correction of any errors, omissions or ambiguities due to the ENGINEER’S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER’s error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

   a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

   b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
c) paid, or agreed to pay any firm, organization or person (other than a bona
fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

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

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER’s assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas: See attached Exhibit A.

Cost Plus Fixed Fee Formulas

☒ FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
☐ FF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm’s Actual Overhead Factor
R = Complexity Factor
FF = Fixed Fee
SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☒ (Pay per element)
Lump Sum ☐

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

a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 50% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) After 60% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 60% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

c) Final Payment – Upon approval of the work by the LFA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 51c, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER’s subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER’s possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER’s last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER’s actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.

5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.

8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance program; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.
# Agreement Summary

<table>
<thead>
<tr>
<th>Prime Consultant:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>HR Green</td>
<td>42-0927176</td>
<td>$93,022.52</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-Consultants:</th>
<th>TIN Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rubino Engineering</td>
<td>80-0450719</td>
<td>$4,514.00</td>
</tr>
</tbody>
</table>

Sub-Consultant Total: $4,514.00  
Prime Consultant Total: $93,022.52  
Total for all Work: $97,536.52

---

**Executed by the LPA:**

City of McHenry  
(Municipality)

**ATTEST:**

By: _____________________________  
Clerk

By: _____________________________  
Title: ___________________________

(SEAL)

---

**Executed by the ENGINEER:**

**ATTEST:**

By: _____________________________  
Title: Senior Construction Project Manager

By: _____________________________  
Title: Vice President
Prime Consultant

Name: HR Green
Address: 420 N. Front Street
Telephone: 815.385.1778
TIN Number: 42-0927176

Project Information

Local Agency: City of McHenry
Section Number: 18-00084-00-SW
Project Number: CRSH(033)
Job Number: C-91-291-19

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rubino Engineering</td>
<td>80-0450719</td>
<td></td>
</tr>
</tbody>
</table>

Sub-Consultant Total: 
Prime Consultant Total: 
Total for all Work Completed: 

Signature and title of Prime Consultant ____________________ Date ________________

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.
Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency  City of McHenry
Section Number  18-00984-00-SW
Project Number  CRSH(033)
Job Number  C-91-291-19

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.
☐ Form Not Applicable (engineering services less than $25,000)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services?  ☒ Yes  ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the BLRS Manual?  ☒ Yes  ☐ No
   If no, IDOT's approval date: ________________

3. Was the scope of services for this project clearly defined?  ☒ Yes  ☐ No

4. Was public notice given for this project?  ☒ Yes  ☐ No  Due date of submittal: January 17, 2019
   Method(s) used for advertisement and dates of advertisement: Northwest Herald, 01/17/2019, Public Works Website, 01/17/2019 to 02/28/2019 and eblast (01/17/2019)

5. Do the written QBS policies and procedures cover conflicts of interest?  ☒ Yes  ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?  ☒ Yes  ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation?  ☒ Yes  ☐ No

<table>
<thead>
<tr>
<th>Criteria for this project</th>
<th>Weighting</th>
<th>Criteria for this project</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>20%</td>
<td>Workload Capacity</td>
<td>10%</td>
</tr>
<tr>
<td>Firm/Personnel Experience</td>
<td>20%</td>
<td>Past Performance on Similar</td>
<td>30%</td>
</tr>
<tr>
<td>Specialized Experience</td>
<td>10%</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Staff Capabilities</td>
<td>10%</td>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

8. Do the written QBS policies and procedures discuss the method of selection?  ☒ Yes  ☐ No
   Selection committee (titles) for this project: Project Engineer, Utility Superintendent, Street Superintendent
   Top three consultants selected for this project in order: 1) HR Green  
   2) B & W  
   3) Thomas Engineering
   If less than 3 responses were received, IDOT's approval date: ________________

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?  ☒ Yes  ☐ No

10. Were negotiations for this project performed in accordance with federal requirements?  ☒ Yes  ☐ No

11. Were acceptable costs for this project verified?  ☒ Yes  ☐ No  ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?  ☒ Yes  ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?  ☒ Yes  ☐ No
**Exhibit A - Construction Engineering Summary**

**Route:** Pearl Street  
**Local Agency:** City of McHenry  
**Section No.:** 18-0084-00-SW  
**Project:** CRSH/033  
**Job No.:** C-91-291-19

*Firm's approved rates on file with IDOT's Bureau of Accounting & Auditing:*
- **Overhead Rate (OH):** 169.41%  
- **Complexity Factor (R):** 0.00  
- **Completion Date:** 12/15/2019

**Cost Estimate of Consultant's Services in Dollars**

<table>
<thead>
<tr>
<th>Element of Work</th>
<th>Employee Classification</th>
<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs (DL)</th>
<th>Overhead (OH/DL)</th>
<th>Services by Others (SBO)</th>
<th>In-House Direct Costs (HDC)</th>
<th>Fixed Fee (FF)</th>
<th>Total</th>
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<tbody>
<tr>
<td>Project Start Up</td>
<td></td>
<td>16</td>
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<tr>
<td>Utility Coordination</td>
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<td>12</td>
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<tr>
<td>Public Outreach</td>
<td>(See)</td>
<td>24</td>
<td>$53.63</td>
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<td>$2,180.51</td>
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<td></td>
<td>$502.81</td>
<td>$3,370.44</td>
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<tr>
<td>Construction Observation</td>
<td>Exhibit C</td>
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<td>Project Close Out</td>
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**Totals:** 692  
$28,435.60  
$46,164.28  
$4,514.00  
$4,547.50  
$11,780.15  
$97,595.52
## Exhibit D - Construction Engineering

Average Hourly Project Rates

**Route:** Pearl Street  
**Local Agency:** City of McHenry  
**County:** McHenry  
**Job No.:** C-91-291-19  
**Consultant:** HR Green, Inc.  
**Date:** 02/28/19

<table>
<thead>
<tr>
<th>Payroll Classification</th>
<th>Average Payroll Rates</th>
<th>Total Project Rates</th>
<th>Project Start Up</th>
<th>Utility Coordination</th>
<th>Public Outreach</th>
<th>Construction Observation</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtd Avg</td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtd Avg</td>
<td>Hours</td>
</tr>
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<td>Senior Construction Proj Man.</td>
<td>$70.00</td>
<td>84</td>
<td>13.73%</td>
<td>9.61</td>
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<td>520</td>
<td>84.87%</td>
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<td>12</td>
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<tr>
<td>Construction Engineer III</td>
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<tr>
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<td></td>
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<tr>
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<td>Administrative Assistant II</td>
<td>$24.88</td>
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<td>0.33</td>
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**TOTALS**  
612 100% $41.59 15 100% $37.26 12 100% $37.26 24 100% $53.63 492 100% $38.05 12 100% $70.00
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<th>Payroll Classification</th>
<th>Avg Hourly Rates</th>
<th>Meetings</th>
<th>Project Close Out</th>
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<td>Hours % Wgtd Avg</td>
<td>Hours % Wgt Avg</td>
<td>Hours % Wgt Avg</td>
</tr>
<tr>
<td>Principal</td>
<td>$70.00</td>
<td>48 85.71% 60.00</td>
<td>80 100.00% 37.26</td>
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<tr>
<td>Senior Construction Pro</td>
<td>$70.00</td>
<td>48 85.71% 60.00</td>
<td>80 100.00% 37.26</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$37.26</td>
<td>80 100.00% 37.26</td>
<td>0 0% 0.00</td>
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<tr>
<td>Engineer II</td>
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<td>$48.59</td>
<td>80 100.00% 37.26</td>
<td>0 0% 0.00</td>
</tr>
<tr>
<td>Technician I</td>
<td>$31.47</td>
<td>80 100.00% 37.26</td>
<td>0 0% 0.00</td>
</tr>
<tr>
<td>Technician II</td>
<td>$35.25</td>
<td>80 100.00% 37.26</td>
<td>0 0% 0.00</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>$24.88</td>
<td>8 14.29% 3.55</td>
<td>0 0% 0.00</td>
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**TOTALS**

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<tr>
<th>Hours</th>
<th>%</th>
<th>Wgt Avg</th>
<th>Hours</th>
<th>%</th>
<th>Wgt Avg</th>
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<th>Wgt Avg</th>
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<tbody>
<tr>
<td>56</td>
<td>100%</td>
<td>$63.55</td>
<td>80</td>
<td>100%</td>
<td>$37.26</td>
<td>0</td>
<td>0%</td>
<td>$0.00</td>
<td>0</td>
<td>0%</td>
<td>$0.00</td>
</tr>
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</table>
### Exhibit D - Construction Engineering

#### Direct Costs

**Project Start Up**

**In-House Direct Costs**

Mileage
- 5 days x $85,000 per day = $325.00
- 1 half day x $32,500 per day = $32.50

**Sub-Total** $357.50

**Utility Coordination**

**In-House Direct Costs**

Vehicle Use
- 60 days x $65,000 per day = $4,290.00

**Sub-Total** $4,280.00

**Total Mileage Direct Cost** $4,647.50

**Services by Others - Geotechnical Subconsultant**

$4,514.00

**Sub-Total** $4,514.00

**Total Services by Others** $4,514.00
To: Todd Destree, PE, CPESC  
Senior Construction Project Manager  
HR Green, Inc.  
420 N. Front Street  
McHenry, IL 60050  
Phone: 815.385.1778  
Cell: 815.509.9307

Re: Quality Assurance Testing Services  
FAU 0081 (PEARL STREET)  
ILLINOIS ROUTE 31 (FAP 0338) TO RIVERSIDE DRIVE (FAU 0156)  
SIDEWALK AND LIGHTING ENHANCEMENTS  
SECTION: 18-0004-00-SW  
PROJECT, CRASH (033)  
CITY OF MCHENRY  
MCHENRY COUNTY  
6-91-291-19

Proposal No. Q19.080

Via email: tdestree@hrgreen.com

Dear Mr. Destree,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on February 19, 2019 and the following outlines our understanding of the requested scope of services:

**Project Name and Description**

Lighting and Sidewalk project - Pearl Street, McHenry

**General Scope of Services**

**BITUMINOUS PAVING AND EXTERIOR CONCRETE**

- QA Field testing of uncured concrete - Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete - Strength
- QA Field testing of hot mix asphalt (HMA) - Density by the nuclear method
- QA Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition

**Extras**

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

**FEES**

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.
Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

<table>
<thead>
<tr>
<th>Pearl Street - Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Material Tester 1 (hr)</th>
<th>Vehicle (day)</th>
<th>Project Manager (hr)</th>
<th>Cylinders (each)</th>
<th>Sample Pickup</th>
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<tr>
<td>PCC Sidewalk, 5 inch</td>
<td>781</td>
<td>SQ FT</td>
<td>$96.00</td>
<td>$65.00</td>
<td>$125.00</td>
<td>$17.00</td>
<td>$222.00</td>
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<td>6038</td>
<td>SQ FT</td>
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<td>$65.00</td>
<td>$125.00</td>
<td>$17.00</td>
<td>$222.00</td>
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<tr>
<td>Concrete Curb, Type B</td>
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<td>Feet</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Light Pole Foundation, 24&quot; Diameter</td>
<td>280</td>
<td>Foot</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>32</td>
<td>8</td>
<td>4</td>
<td>10</td>
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<tr>
<td>GRAND TOTAL = $4,514.00</td>
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<td></td>
<td>$3,072.00</td>
<td>$550.00</td>
<td>$500.00</td>
<td>$170.00</td>
<td>$222.00</td>
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</table>

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website: https://rubinoeng.com/schedule-field-testing

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.
Respectfully submitted,

RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com
AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

<table>
<thead>
<tr>
<th>AGREED TO, THIS</th>
<th>DAY OF</th>
<th>, 20__</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY (please print):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TITLE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMPANY:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROJECT INFORMATION:

1. Project Name: ____________________________
2. Project Location: _________________________
3. Your Job No: ___________________________ Purchase Order No.: _________________________
4. Project Manager: ________________________ Telephone No.: ___________________________
5. Site Contact: __________________________ Telephone No.: ___________________________
6. Number and Distribution of Reports:
   ( ) Copies To: ____________________________ ( ) Copies To: ____________________________
   Attn: ________________________________ Attn: ________________________________
   Email: ______________________________ Email: ______________________________

   ( ) Copies To: ____________________________ ( ) Copies To: ____________________________
   Attn: ________________________________ Attn: ________________________________
   Email: ______________________________ Email: ______________________________

7. Invoicing Address: ________________________________
   ________________________________
   Attn: ______________________________
   Email: ____________________________

8. Other Pertinent Information Or Previous Subsurface Information Available:
   ____________________________________________________________
### Rubino Engineering, Inc.

**Schedule of Construction Materials Testing Services & Fees through March 1, 2020 (Illinois Prevailing Wage)**

#### LABORATORY TESTING SERVICES
- **Compression testing of concrete, mortar and grout specimens by ASTM procedures**
  - Per Cylinder: $17.00
- **Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4)**
  - Per hour: $93.00
  - (Does not include vehicle charge)
- **Density relationship of soils**
  - ASTM D698 - AASHTO T99 (Standard Proctor): Each $215.00
  - ASTM D1557 - AASHTO T180 (Modified Proctor): Each $240.00
- **Asphalt**
  - Maximum Theoretical Specific Gravity: Each $120.00
  - Bulk Specific Gravity: Each $105.00
  - Ignition Oven Test / Reflux Extraction + Sieve Analysis: Each $139.00
  - Core Densities: Each $45.00
  - Sieve Analysis (Washed): Each $85.00
  - Sample preparation for the above tests: Each $40.00

#### MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of
- **Per Hour:** $96.00
- **Per Hour Overtime (before 8am, after 5pm and Saturdays):** $144.00
- **Per Hour Overtime Sundays and Holidays:** $192.00

#### MATERIAL TESTER - 2 - Field Inspection of fireproofing, masonry, soil, facade, reinforcing steel,
- **Per Hour:** $100.00
- **Per Hour Overtime (before 8am, after 5pm and Saturdays):** $150.00
- **Per Hour Overtime Sundays and Holidays:** $200.00

#### EQUIPMENT CHARGES
- **Vehicle Charge - Round Trip:** Per Day $65.00
- **Nuclear Density Gage:** Per Day $40.00

#### CORING SERVICES
- **P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment:** Per Hour $248.00
- **Diamond Bit Charge, per Inch diameter, per Inch depth:** Per Inch $3.60

#### ENGINEERING SERVICES
- **Principal Engineer:** Per Hour $186.00
- **Project Engineer/Manager:** Per Hour $125.00
- **Administrative Assistant:** Per Hour $65.00
- **Report Review:** Each $50.00

### REMARKS
1. All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
2. Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
3. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
4. All rates are billed on a portal-to-portal basis.
5. Standby time due to delays beyond our control will be charged at the applicable hourly rate.
6. Transportation and per diem are charged at the applicable rates per trip.
7. Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
8. A minimum charge of 4 hours applies to field testing and observation services.
9. Scheduling or cancellation of field testing and observation services is required no less than 2 working days prior to the day the services are to be performed. Services canceled without notice and/or inadequate notice will be assessed a minimum of 4-hour charge.
10. For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
11) The minimum billing increment for time is a half hour.
12) A project set-up charge of a minimum of two hours applies to all projects.
13) Professional Services rates are exclusive of expert deposition or testimony time.
   This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided
   unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the
   area or item to be certified.
14) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino
   Engineering, Inc. prior to the start of construction as additional charges will apply.
15) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
16) Services and fees not listed on this schedule may be quoted on request.
# Exhibit E

**ACORD Certificate of Liability Insurance**

**Date (MM/DD/YYYY):** 9/14/2018

**Producer:** USI Ins Svcs LLC Euclid-Prof  
2021 Spring Road, Suite 100  
Oak Brook, IL 60523  
312.442.7200

**Insured:** Rubin Engineering, Inc.  
425 Shepard Dr  
Elgin, IL 60123

**Coverages:**

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<th>Policy Exp</th>
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<td>$2,000,000 each claim / $4,000,000 annual aggr.</td>
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**Description of Operations/Locations/Vehicles:** ACORD 10. Additional Endorsements Schedule may be attached if more space is required. Professional Liability is written on a 'claims made' policy form.

**Certificate Holder:** Rubin Engineering, Inc.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.
GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary, or affiliate performing the services. "Services" means the specific geographical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in the proposal, only the Client is responsible for determining Client's and/or Rubino Engineering, Inc.'s fulfillment of all work ordered by Client's or third party's in accordance with the written proposal. When Client communicates these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with all applicable laws and regulations and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or by any third party unless all tests and inspections have been performed and unless Rubino Engineering, Inc.'s recommendations are followed and held Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees and such suits and in any case Rubino Engineering, Inc.'s recommendations are not so performed or carried out except to the extent that such failure is the result of the negligence, willful or wanton act of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 6.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by Rubino Engineering, Inc., personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or to reschedule any of its services, Rubino Engineering, Inc. will advise Client of such changes in advance with the written request by Client, to fulfill the requirements of third parties. Interruptions in the progress of construction, or other causes beyond the direct control of Rubino Engineering, Inc., additional charges will be payable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of ablation or damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has solved Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from and against all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorneys' fees, for any such subsurface objects, structures, lines or conduits which are not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or subconsultants.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc.'s services are not intended to be suitable for use in affecting or ensuring the feasibility and soundness of the project approved by the appropriate governmental or regulatory agencies. Rubino Engineering, Inc.'s services are not intended to be used in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test samples or specimens shall be disposed of immediately upon completion of the test. All drilling samples or specimens shall be disposed of sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once per month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay all amounts due and paid within thirty (30) days of receipt at the rate of six percent (6%) per month or the lesser amount (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or permitting for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanic's lien, or any provision concerning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any means. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. SHOULDRUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK OR TO HAVE MADE AND BROKEN ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUBCONSULTANTS FOR ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE AGAINST RUBINO ENGINEERING, INC. SHALL BE LIMITED TO $10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHER AMOUNT IS GREATER.

11. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE COMPLETION OF SERVICE PERFORMED OR MAINTAINED BY RUBINO ENGINEERING, INC.'S WORKHEREUNDER.

12. INDEMNITY: To the fullest extent permitted by law, Client, each employee of Client shall indemnify the client's order and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

13. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner. 1) The parties agree to attempt to resolve any and all unsettled claims, controversies, disputes and other matters in question through direct negotiations between the parties. 2) Should the parties be unable to resolve such disputes to their mutual satisfaction, the parties agree to submit any and all such claims to binding arbitration to be conducted in accordance with the applicable rules of the American Arbitration Association, effective as of the date of this Agreement.

14. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s current legal fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

15. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. in the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

16. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storero, transporter, or possessor as those terms are defined in RCRA, CERCLA, or any other Federal or State statute or regulation governing the handling, transportation, treatment, storage and disposal of pollutants. Rubino assumes full responsibility for compliance with RCRA, CERCLA and any other Federal or State statute or regulation governing the handling, transportation, storage and disposal of pollutants.

17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions should be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or understandings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereinafter.

Rubino Engineering, Inc.
Construction Engineering Scope of Work

HR Green, Inc. anticipates this project to begin approximately August 2019 and will be substantially completed by December 15, 2019. The man-hours required for construction observation were based upon the time required to monitor the project and that the contractor will complete the project by the contract specified deadline. Any additional work due to an extended schedule dictated by the contractor’s performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green, Inc.:

A. Start Up

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction. HR Green will also utilize this time to prepare its filing system to IDOT contract documentation standards and incorporate IDOT’s ICORS construction management software project specific information into HR Green’s computer system.

The project startup also allows HR Green time to review the plans and specification prior to the start of the project, attend the preconstruction meeting with IDOT, the contractor and the City of McHenry. HR Green will coordinate with the City of McHenry to ensure that all governmental entities are aware of the project details and any impacts that the project may create.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting work.

HR Green anticipates a Construction Engineer will be onsite for approximately sixteen (16) hours to complete the above noted coordination and construction preparation.

B. Utility Coordination

Upon approval of this contract, HR Green will reach out to the utilities who have facilities that are in conflict with the project and coordinate the relocation of the facilities with each of the utilities. HR Green will work with the utility contractor during the utility relocation process to ensure that the proposed relocated facilities will not be in conflict with the proposed roadway widening and reconstruction. HR Green will work with the
utilities both prior to and during construction of the project to expedite the relocation of the utility facilities and avoid roadway conflicts and delays.

HR Green has allotted twelve (12) hours to complete the above noted coordination.

C. Public Outreach

HR Green will also provide project information utilizing Twitter and Facebook as determined by City of McHenry. HR Green will utilize a combination of door to door communication, newsletter, flyers, door hangers and or other communication technics to coordinate and communicate with the businesses and residents within the construction limits. HR Green will meet with the businesses and residents within and near the construction zone prior to the start of the project. HR Green will continue coordination and communication with these entities during construction and until this project has been completed.

HR Green anticipates a Construction Engineer and Senior Construction Project Manager will be completing door to door communication, coordinating and meeting with businesses, residents, the school district prior to and during construction to ensure all necessary stakeholder are receiving up to date project information.

A total of a total of twenty-four (24) hours have been allotted to complete the public outreach.

D. Construction Inspection

HR Green will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector’s Daily Reports (IDRs) and a daily diary, measure and document contract quantities, completed erosion and sedimentation inspections, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor, IDOT and City of McHenry. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep IDOT and the City of McHenry informed as to the progress of construction.
HR Green anticipates a Construction Engineer will be onsite for approximately forty (40) hours per week for twelve (12) weeks to complete the above noted coordination and construction documentation. Additionally, one (1) hour per week have been allotted for the Senior Construction Project Manager to provide construction management and assistance. A total of four hundred ninety-two (492) hours have been allotted for daily field construction observation for this project.

E. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between HR Green, City of McHenry, the contractor, and subcontractors. HR Green has allotted one (1) hours per week for the management and oversight of the project by the Senior Construction Project Manager. A total of twelve (12) hours have been allotted for the administration of this project.

F. Meetings

HR Green will attend the preconstruction meeting at IDOT with City of McHenry, the contractor and subcontractors and an additional preconstruction meeting at City of McHenry Division of Transportation. HR Green anticipates that there will be twelve (12) construction meetings. A total of fifty-six (48) hours have been allotted for the Senior Construction Project Manager to attend the preconstruction meeting, attend, to attend twelve (12) construction progress meetings, to complete construction meeting agendas and construction meeting minutes. Additionally, HR Green has allotted eight (8) hours for an Administrative Assistant to assist with preparation of meeting minutes and meeting agendas. A total of three hundred fifteen (56) hours have been allotted for meeting related tasks.

G. Project Close Out

HR Green anticipates approximately eighty (80) hours for completing the project closeout and final documentation for this project. This task includes the preparation of final job records in accordance with IDOT policy. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, ICORS forms
will be printed and bound, and field books and records will be indexed and boxed for final submittal.

**II. Material Testing**

Rubino Engineering will provide the Quality Assurance Material Testing Service for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements. Geotechnical Services shall be provided on an as needed basis. See Exhibit E for a breakdown of Rubino’s anticipated costs.

**Disclaimer**

HR Green shall not supervise, direct or have any control over the contractor’s work. HR Green shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, HR Green is not responsible for the contractor’s safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

HR Green shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. HR Green does not guarantee the performance of the contractor and shall not be responsible for the contractor’s failure to perform its work in accordance with the contract drawings and documents.
Exhibit G

PROJECT SCHEDULE FOR CONSTRUCTION ENGINEERING SERVICES

Pearl Street Sidewalk and Lighting Enhancement
City of McHenry
Section No.: 18-00084-00-SW
Project No.: CRSH(033)
Job No.: C-91-291-19

Anticipated Construction Engineering Start Date: August 2019
Anticipated Construction Engineering Completion Date: December 15, 2019
Local Public Agency Resident Construction Supervisor/In Responsible Charge

Anthony Quigley
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date
Signature and Title (for the Local Public Agency)

Michael Hastings
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 16-13472.

Education:
B.S. Civil Engineering, Valparaiso University 2007
Professional Engineer, Illinois, 2013, #082065153
IDOT Documentation of Contract Quantities, PCC and HMA Levels I and II

Experience:
2018 - Ringwood Road, 61E36
2017 - Church Street, 61D31
2016 - Bull Valley/Curren, 61c45 and McHenry Bike Path, 61D02
2015-2016 - McCullom Lake Road, 61a29
2014 - Johnsburg Road, 63E70
2013 - Johnsburg Road, 63E15
2012 - Reed Ave. Bridge Reconstruction, 85582
2012 - Pierce Ave. Bridge Reconstruction, 85583
2012 - Newport Blvd, 63504
2012 - Village of Streamwood MFT
2011 - Quaker Oats Flood Wall
1/10/2019

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Date
Signature of Applicant

Construction Engineer II
Job Title of Applicant

Approved
Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
    Engineer of Construction, Central Bureau of Construction
    Resident Construction Supervisor
    Local Public Agency
This Agreement is made and entered into between the above local public agency, hereinafter referred to as the 'LPA', and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as 'STATE'. The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location
Local Name  Pearl Street  Route 09-0081  Length 0.33 Mi
Termini Richmond Road (IL Route 31) to Riverside Drive

Current Jurisdiction  LPA  TIP Number 11-19-0004  Existing Structure No NA

Project Description
The work consists of sidewalk removal, decorative concrete sidewalk, street lighting and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications.

Division of Cost

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<th>Type of Work</th>
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<th>%</th>
<th>LPA</th>
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</tr>
</tbody>
</table>

TOTAL $616,300 $167,867 $784,167

* Maximum FHWA (STP) participation is 80% and not to exceed $616,300

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) __________________________ due by the __________________ of each successive month.

METHOD B--- Monthly Payments of __________________________ divided by estimated total cost multiplied by actual progress payment.

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

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based on final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations. The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office. Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;
(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.105(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fixed fee invoice, progress report, and personal and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

25. The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

28. (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the STATE (denoted by an “X” in the State Contract field at the top of page 1) are not included in a LPA’s calculation of federal funds expended by the LPA for Single Audit purposes.

27. That the LPA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAMI#/.

The LPA is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: http://ledgov.dnb.com/webform.

THE STATE AGREES:

1. To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

2. (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of satisfactory bid.

3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

4. (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by the STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

3. This Agreement shall be binding upon the parties, their successors and assigns.

4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

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

Number 1 - Location Map  Number 2 - LPA Appropriation Resolution  Number 3 - GATA Addendum

(In Insert Addendum numbers and titles as applicable)

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

APPROVED  Local Public Agency  

Wayne S. Jett

Name of Official  (Print or Type Name)

Mayor

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

(Signature)  Date

The above signature certifies the agency’s TIN number is 36-6005993 conducting business as a Governmental Entity.

DUNS Number  023996275

APPROVED  State of Illinois  Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation  Date

By:

Erin Aleman, Director of Planning & Programming  Date

Erin Aleman, Director of Planning & Programming  Date

Philip C. Kaufmann, Chief Counsel  Date

Jeff Heck, Chief Fiscal Officer (CFO)  Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Addendum No. 3

Grant Accountability and Transparency Act (GATA)

**Required Uniform Reporting**

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**PLEASE NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: [https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx](https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx))
CONSENT AGENDA SUPPLEMENT

DATE: April 1, 2019

TO: Mayor and City Council

FROM: Jon M. Schmitt, Director of Public Works

RE: 2019 Hot Mix Asphalt (FOB) Materials Contract Award

ATT: Bid Tabulation

AGENDA ITEM SUMMARY:
Staff requests City Council to consider awarding the bid to Peter Baker and Son Company of Lake Bluff, Illinois for the 2019 Hot Mix Asphalt FOB Materials Contract.

BACKGROUND:
On an annual basis, the Public Works Street Division Materials and Supplies budget includes project materials such as hot mix asphalt, portland cement concrete, and aggregates necessary for street repair projects. These materials are procured through local material suppliers and are hauled by City Public Works staff to individual jobsites where they are utilized to complete repair projects such as patching. On an annual basis Street Division crews use up to 2000 tons of hot mix asphalt for which the Public Works Department is billed the public “drive up” price.

On March 8, 2019, four (4) bids were received for the 2019 Hot Mix Asphalt (FOB) Materials Contract. All of the bids were provided by contractors meeting prequalification requirements established by the Illinois Department of Transportation (IDOT). The bids ranged from $41.00/ton to $65.50/ton for HMA Surface Mixture and from $34.00/ton to $60.00/ton for HMA Binder Mixture, a haul differential factor of $0.50/ton/mile was added to each per ton unit price to account for fuel and trucking costs for hauling materials from each plant location.

ANALYSIS:
Staff has analyzed and checked the bids for accuracy and recommends awarding the contract to Peter Baker and Son Company of Lake Bluff, Illinois. This is a unit price contract and the final contract cost will be based on actual final quantities.
RECOMMENDATION:
Therefore, if Council concurs, it is recommended to award the bid to Peter Baker and Son Company of Lake Bluff, Illinois for the 2019 Hot Mix Asphalt (FOB) Materials Contract in the amount of $41.00/ton for HMA Surface Mixture and $34.00/ton for HMA Binder Mixture.

The City of McHenry is dedicated to providing the citizens, businesses and visitors of McHenry with the highest quality of programs and services in a customer-oriented, efficient and fiscally responsible manner.
# City of McHenry Public Works Department

**Hot Mix Asphalt FOB Materials 19-00000-01-GM**

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**Engineer’s Estimate**

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**Proposal Guarantee**

- Security Check
- Security Check
- Security Check

**Name of Bidders**

- Arrow Road Construction Company
- Curran Contracting Company
- Geske and Sons, Inc.

**Plant Location**

- 33W760 Bolz Road
- 6005 Meyer Drive
- 4020 Northwest Hwy.
- Algonquin, IL 60102
- McHenry, IL 60050
- Crystal Lake, IL 60014

**Tabulation of Bids**

- Date: 3/8/2019
- Time: 2:00 PM

**Total Bid:**

| Delivery | As Reored: 98,412.50 | As Calculated: 76,637.50 | Total: 103,075.00 |
# Tabulation of Bids

**City of McHenry Public Works Department**  
Hot Mix Asphalt FOB Materials 19-00000-01-GM

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<tr>
<th>Item</th>
<th>Item Details</th>
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**Total Bid:**  
As Read: 121,437.50  
As Calculated: 72,187.50  
LOW BIDDER
MINUTES
McHenry CITY COUNCIL
City Council Chambers
March 18, 2019

Call to Order:
Mayor Wayne Jett called the regular meeting scheduled for March 18, 2019 of the McHenry City Council to order at 7:00 pm in the McHenry City Council Chambers, 333 S. Green Street, McHenry, IL.

Roll Call:

Pledge of Allegiance:
Mayor Jett led those present in the Pledge of Allegiance.

Public Comment:
Mayor Jett asked if anyone in the audience wished to address the Council Members. Mr. Ben Keefe, Bayview Beach. Mr. Keefe stated, in regard to the VFW’s raffle, they would like to amend the proposed ordinance, specifically to the date when the jackpot drops back down again, due to the parking lots being repaired, which may not be ready until June. It was noted that this item is included on this evening’s agenda.

Mr. Tony Esposito, 3336 Waukegan Road, McHenry, representing Chicago Pedal Boats. Mr. Esposito is licensed to operate vessels, including pedal boats, which are currently operated on the Chicago River. He is very interested in bringing pedal boats to Miller’s Point on the river walk as an attraction and to market the company. He said the pedal boats are similar to pontoon boats; however, the participants pedal. He continued on to say that, perhaps, the boats could be available several weekends throughout the summer, as a starting point to raise interest. He mentioned that they have a lot of interest on their Facebook page; 600,000 hits recently. He added that the vessels are inspected by the U.S. Coast Guard, and each boat must have a crew and first mate. For further information, go to www.chicagopedalboats.com

Mayor Jett thanked Mr. Esposito for this information and said that he is interested in this concept. He suggested that Mr. Esposito contact him to schedule a meeting for further discussion.

Consent Agenda:
Motion to approve the following Consent Agenda items:
5A. Appointment of Beth Nal Staley to the Landmark Commission to fill the vacant term expiring on April 30, 2020;
B. Appointment of James C. Scholtz to the Landmark Commission to fill the vacant term expiring on April 30, 2010;

C. Ordinance amending Chapter 12, Licenses and Permits Generally, Section 12-64, Prizes, of McHenry’s Municipal Code:

D. Ordinance approving a Moratorium on Vape Shops within the City of McHenry through December 31, 2019;

E. Ordinance authorizing the Mayor and Deputy Clerk to sign and execute a School Resource Officer Intergovernmental Agreement between the City of McHenry and McHenry High School District 156 for the period June 1, 2019 through May 31, 2024;

F. Ordinance amending the FY18/19 Budget, account 440.00.8200, in the amount of $69,650; and, the award of bid to Mg Mechanical for the replacement of Rooftop Unit (RTU) #4 for the amount of $69,650;

G. Resolution authorizing the City Engineer to update the Zoning Map and the City Clerk to publish Notice of the Zoning Map Update;

H. Special Event Liquor License and Waiver of Park Usage Fee for the McHenry Sunrise Rotary Club’s Community Oktoberfest to be held on Saturday, September 21, 2019;

I. Parks & Recreation Facilities Alcohol and Special Use Permit Requests:

J. March 4, 2019 Council meeting minutes;

K. Issuance of Checks in the amount of $1,038,218.79;

L. As needed Checks in the amount of $81,892.82.

Mayor Jett asked if there were any items listed on the consent agenda the Council Members wished to remove for separate consideration. Item 5C was pulled by Alderman Schaefer; Alderman Curry requested to pull Items 5E and 5D.

5C. Ordinance amending Chapter 12, Licenses and Permits Generally, Section 12-64, Prizes, of McHenry’s Municipal Code: Alderman Schaefer requested to amend dates to the end of July. Alderman Glab mentioned the dates could be amended due to the parking lot repairs needed and the job being dependent on the weather. The request was to extend by 30 days or so. Alderwoman Condon said she sees no problem with the extension, noting they should take time off during Fiesta Days. Alderman Santi stated those specific dates should be noted. In addition, there was a request for no ticket sales between July 11-21, 2019, during the Fiesta Days event, including week days. Motion by Alderwoman Condon to amend this Ordinance for the reduction from $3M to $1M raffle and a 20-day extension to July 31, 2019 with no sales or drawings from July 11 – July 21, 2019; second by Alderman Santi.
Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

5D. Ordinance approving a Moratorium on Vape Shops within the City of McHenry through December 31, 2019; Alderman Curry pulled this item as he believes a moratorium should be voted on separately by Council. He questioned the date of December 31. Mr. Morefield said he wasn’t at the previous meeting; however the date may be changed if needed as they don’t believe it will take that long. Motion by Alderman Curry for an Ordinance approving a Moratorium on Vape Shops within the City of McHenry through December 31, 2019, second by Alderman Santi. Mayor Jett asked if there was any public comment; hearing none, a Roll Call Vote was taken. Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

5E. Ordinance authorizing the Mayor and Deputy Clerk to sign and execute a School Resource Officer Intergovernmental Agreement between the City of McHenry and McHenry High School District 156 for the period June 1, 2019 through May 31, 2024;
Alderman Curry mentioned the costs going forward, 70/30 split with school district picking up 70%, which is only good for right now, using a 3% increase per year which isn’t quite correct. Further comments were made. There was a mention that the numbers are not conservative enough, as there will be more cost to the City in the future. While it is very important to have a School Resource Officer, resources are very limited. Alderman Glab reminded Council that the City’s district is very big; taxpayers of McHenry pay for the benefit to all the students. Some additional issues were discussed including a referendum and traffic changes. Alderman Schaefer asked if this is an estimated table. Chief Birk said the term of agreement is 5 years; however, this can be changed at any time with notice. He added that this was negotiated similar to other agreements; a 70/30 split, plus 3% increase every year. Chief Birk reiterated that there’s a value to the City and school district in having the SRO. Alderman Curry asked about the payment structure cap. In response, Chief Birk said the City pays the remainder. He suggested optional ways of figuring the fee structure. Alderwoman Condon pointed out the value, she sees that this is so important to have the SRO there; it makes one feel safer just to have this person on site. She appreciated Alderman Curry pointing out the differences, and she’d like to know what the City is absorbing going forward. Chief Birk explained the 70/30 split as a reasonable number to work with. He stated that last year the district changed because their summer school attendance was very high. They are anticipating those numbers to continue to rise. The City wants to make sure that the schools were covered. Alderman Schaefer agreed with Alderwoman Condon to conduct an annual review so that these numbers can be looked at. Alderman Santi reiterated that either side can cancel this agreement; Chief Birk said this is correct. Alderman Glab asked Chief how many years of experience these Officers have. In response, Chief Birk said approximately 2 ½-3 years. The younger Officers seem to acclimate easier in the schools. Alderman Glab said the SRO’s provide so much value above and beyond the school safety factor along with other unrelated issues. He added that the City of McHenry wants to remain fiscally responsible; we agree with having the SRO’s, this is an excellent program. Motion by Alderman Schaefer to approve this Ordinance authorizing the Mayor and Deputy Clerk to sign and execute a School Resource Officer
Intergovernmental Agreement between the City of McHenry and McHenry High School District 156 for the period June 1, 2019 through May 31, 2024, second by Alderwoman Condon.

Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

Individual Action Item Agenda:
6A. Ordinance authorizing the Mayor’s execution of a Property Tax Abatement Agreement between the City of McHenry and BPI Inc.
Director Martin said they are looking for Council’s consideration. Alderman Glab mentioned a company that’s been in the City of McHenry for 40-45 years and has supported the City all these years. Alderwoman Condon agreed with Alderman Glab; they’ve been a great member of this community and she’s glad they’re moving everything here and expanding here in McHenry. Alderman Schaefer agreed, stating they have a strong history here, and they will be hiring 25-30 additional employees, some of which will be in higher paying positions. He added that this should be considered when looking at the incentives; job creations. Alderman Curry agreed that this is pretty economical for the City, even with the incentives. He believes this is very good all around, from a City standpoint. Attorney Mc Ardle mentioned the first few lines in Paragraph 3; this will be cleaned up this week, if this Ordinance passes. Mayor Jett asked if there were any public comment. Hearing none, Motion by Alderman Curry to approve an Ordinance authorizing the Mayor’s execution of a Property Tax Abatement Agreement between the City of McHenry and BPI Inc, second by Alderman Schaefer.

Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

6B. Ordinance authorizing the Mayor’s execution of an Incentive Agreement between the City of McHenry and Ricky Rockets.
Director Martin state the Agreement from October 2016 has expired. Bluestone Properties, from Ricky Rockets to Thornton’s, is asking to enter into a new agreement. He noted there are four changes in the site plan; 1) the number of pumps from 7 to 10; 2) the convenience store size has decreased in size; 3) 1800 square feet of retail is no longer being proposed; and 4) a bypass lane will be near the diesel. Mr. Mike McKinnon with Bluestone Properties is in the audience.

Alderman Curry had some concerns about the site plan, including the reduction of retail space, and timeline of construction. Council also had concern with the request for three liquor licenses and three video gaming areas. Mr. McKinnon said that Thornton’s will be leasing the fuel center, and they’ll be working with restaurants for the gaming licenses. Alderwoman Condon was also concerned with the liquor and video gaming licenses, especially the request for a video gaming license in a retail store. She added that she doesn’t believe that have enough information at this time to approve all these licenses. Alderman Schaefer wished to confirm that if Council approves liquor license, then by state statute, each site can receive a video gaming license. Mr. Morefield confirmed that this is correct.
Alderman Schaefer asked if any of their other locations have video gaming. Mr. McKinnon affirmed that their other locations do have video gaming. J. Schaefer asked if this footprint is similar to that of their other sites. Mr. McKinnon said that is correct. Director Martin said the proposed agreement includes three liquor licenses; one for packaged goods, plus two pour/consumption licenses. He added that the fueling side will be used by Thornton’s; everything else is still with Ricky Rocket’s. Alderwoman Condon believes further information and discussion is necessary prior to voting on this request.

Alderman Santi stated that since this was first passed in October 2016, the Council has had multiple gaming discussions; Council doesn’t want to just approve anything. He added that this sounds like a gaming parlor, which has a negative connotation. He was very open to two legitimate restaurants. He continued on to say that liquor licensing is renewed on an annual basis, and renewal can be denied. Mr. McKinnon said he will continue to work with staff to update language that will be more agreeable with both sides. Alderwoman Condon asked if Council should approve just part of this. Attorney McArdle asked Mr. McKinnon he can come back to a future meeting; Mr. McKinnon confirmed that he would be available. Alderwoman Condon said she’d like to discuss this further at a meeting in April. Part of Council’s concern is that the area is being reduced by 30% yet the owner still wants three gaming licenses. He went on to say that he was hesitant about voting on this in October 2016; now he’s more educated on the subject and he’s even more hesitant. He does not want a video gaming parlor and he’s not interested in adding any more video gaming in McHenry.

Alderman Schaefer asked about the two other sites, which will both be eligible for video gaming if Council approves liquor licenses. He asked what type of restaurants would be considered. Mr. McKinnon wasn’t sure about that. Motion by Alderman Santi, to table this Item until the April 1, 2019 Council Meeting, second by Alderman Glab.

Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

6C. Consideration of a recommendation by the Finance & Personnel Committee to eliminate the McHenry Municipal Vehicle Sticker Program.
Director Lynch presented the information to Council. Alderman Curry talked about eliminating this program; he believes it’s a fairness issue and that a sizeable percentage of people do not comply. In addition, without reasonable grounds for a traffic stop, this program does not bring in much revenue. He recommends that the City move forward with the elimination of this program. Alderwoman Condon said this has been a topic of discussion for well over a decade. Alderman Schaefer said this is difficult to pass up on revenue streams, and he’d like to recapture funds through other methods. Alderman Glab mentioned some of the issues with the city sticker money; he feels this money should have gone to the street program, not the general fund.

Resident Conrad Greener doesn’t have a problem with paying for the sticker. He asked how the City dump will be monitored without having a City sticker. Chief Birk said Prairieland Disposal is not concerned about this, as they have plenty of space and they don’t get a lot of traffic. Alderman Glab doesn’t agree with this. He stated that when the City goes out for proposals for
waste pickup, they take everything into consideration; more yard waste will be most cost, so there will be a higher cost for pickup if more people use the dump site. Mayor Jett said they’ve had this conversation many times, and the City is well under what they’ve picked up for waste. Alderman Glab suggested having a City sticker at no cost to show McHenry residency. Chief Birk reminded Council of the removal of chapter 13-101 through 13-110 via Ordinance.

Motion made by Alderman Curry for approval to eliminate the McHenry Municipal Vehicle Sticker Program, second by Alderwoman Condon.

Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

Discussion Only Items:
7A. Inclusion of Boone Creek dredging west of Green Street Bridge as part of the FY19/20 Budget. Parks & Recreation Director Hobson said there will be an additional cost of $200,000 to dredge and remove the material; a cost of $160,000 to dredge only. Mr. Morefield mentioned that this was discussed at a staff meeting last night. He shared suggestions to Council on how best to move forward with this project. Alderman Glab asked if this would last for ten years or will it fill in quickly. He mentioned other areas that have been dug out along with other ways of holding the silt back. The problem is some of these areas are privately owned. It is believed the dredging would last three years or more. Director Hobson said, at this section, vacant land has been on the market for a very long time. The land includes prime development sites but not in the shape it’s in. Mr. Morefield said if the City pays $200,000 the company would be hauling it away. Director Hobson added that the coordination of the two projects together, dredging and hauling it away, will need to work hand in hand. He continued on to say that the boat launch area was dredged before it was moved over near the wastewater treatment plant. There was some discussion about the current condition of the seawalls. In response to a question from Alderman Curry, Director Hobson said the dredging would occur around May 1.

Alderman Schaefer suggested designating where the dredging ends; not just west of Green Street. Alderman Santi asked if there is time to bid this out. B. Hobson said they will give it a try; the contractor works directly with the Fox Waterway. Alderman Curry asked if the City has information on dredging from previous watershed studies. D. Morefield said staff can contact HR Green about dredging and how fast areas typically fill up again. Alderwoman Condon asked if they’re looking for a consensus; B. Hobson said that is correct. Alderwoman Condon stated she is supportive of having this dredging / hauling project included in the budget, Council agreed. Director Hobson said the project would take place from approximately May 1st through September 1st, and they’d be working their way back to Green Street; maybe the west side of the bridge, as well.

Executive Session:
Motion to enter into Executive Session for discussion pursuant to 5 ILCS 120/2©(11)—probably litigation to acquire real estate.
Mayor Jett stated at this time he would entertain a motion to enter into executive session to discuss probable litigation to acquire real estate.

A Motion was made by Alderman Santi, second by Alderman Glab to enter into executive session for discussion pursuant to 5 ILCS 120/2©(11)—probably litigation to acquire real estate. Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

The Council Members along with Attorney McArdle, City Administrator Morefield, Chief Birk and City of Woodstock’s Chief Deputy City Clerk Howie entered into executive session at 8:40 PM.

Reconvene/Roll Call:

The Council Members along with Attorney McArdle, City Administrator Morefield, Chief Birk and City of Woodstock’s Chief Deputy City Clerk Howie returned to the public meeting at 9:00 PM. A Motion was made by Alderman Curry, second by Alderman Santi to reopen the public meeting. Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

Request by Chief Birk to return to item 6C: Consideration of a recommendation by the Finance & Personnel Committee to eliminate the McHenry Municipal Vehicle Sticker Program, Ordinance No. MC-19-

Chief Birk stated the repealing out of the Traffic Code: with a need for a motion to implement item 6C, and further to Adopt a proposed Ordinance Appealing Section 13-101 through 13-110. Discussion ensued. Chief Birk will review each section that is related to the city sticker.

Motion by Alderwoman Condon to remove Section 13-101 through 13-110, second by Alderman Mihevc.

Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Motion carried.

Mr. Morefield said they’re still looking at numbers for this past weekend’s St. Patrick’s Day event.

Staff Reports

Mayor and City Council Comments: Mayor Jett commended Director Bill Hobson and volunteers for a fabulous job on this weekend’s event. Thanks to City staff that assisted. Alderman Schaefer added that the fireworks were great, too!

Adjournment:
There being no further public business to discuss, a Motion was made by Alderman Curry, second by Alderman Santi to adjourn from the public meeting at 9:15 PM.

Roll Call Vote: Ayes: Alderwoman Condon, Alderman Devine, Alderman Mihevc, Alderman Curry, Alderman Schaefer, Alderman Glab, Alderman Santi. Nays: None; Absent: None; Abstentions: None. Meeting adjourned until the April 1, 2019 Council meeting at 7:00 PM.

Respectfully submitted,

Jane Howie
Chief Deputy City Clerk
City of Woodstock
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3/27/2019 11:57:40 AM
### Fund Summary

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<td>740 - RETAINED PERSONNEL ESCROW</td>
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**Grand Total:** 99,688.20
## Expense Approval Register

### #2 List of Bills Council Meeting 4-1-19

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<tr>
<th>Vendor Name</th>
<th>Payable Number</th>
<th>Post Date</th>
<th>Description (Item)</th>
<th>Account Number</th>
<th>Amount</th>
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REGULAR AGENDA SUPPLEMENT

TO: Mayor and City Council
FROM: Ross Polerecky, Community Development Director
FOR: March 18th, 2019 Regular City Council Meeting
RE: Sign Variance for an off site development sign for the Oaks at Irish Prairie
ATT: Sign application, Site Plan, signed lease, letter from D.R. Horton

AGENDA ITEM SUMMARY:
The Community Development Department received a sign variance request to allow an offsite development sign for the Oaks at Irish Prairie Subdivision. The developer, D.R. Horton, and the property owner, Prairie Pointe Land Development Corporation, have an agreement in place pending the City Council variance approval.

BACKGROUND:
Homebuilder D.R. Horton purchased 86 lots in the Oaks at Irish Prairie Subdivision this past fall. Under the active annexation agreement D.R. Horton is allowed to display development signs on the property in which they are building. D.R. Horton is requesting one additional sign to be placed on the southeast corner of Veterans Parkway and South Route 31. This sign is to capture and direct traffic from Route 31 to the Oaks at Irish Prairie Subdivision located at Barreville and Veterans Parkway. A variance was granted to the original developer of this property in 2006, which allowed a sales trailer on this property as well as a similar sign. The sales trailer was moved from this location once the models were erected at the Oaks at Irish Prairie. City staff required the sign to be removed when the Oaks at Irish Prairie development became dormant. The size of the proposed sign is in compliance with the guidelines established in the sign code.

ANALYSIS:
The Sign Code does not allow for offsite advertising and therefore a variance to this code section is required. If the Council agrees to the variance request Staff recommends placing an expiration date of either two-years or when the last certificate of occupancy is issued, whichever comes first, for the original 86 lots.
RECOMMENDATION:
If the City Council concurs, it is recommended that a motion be made for a sign variance to D.R. Horton to allow an offsite advertising sign at the southeast corner of Veterans Parkway and South Route 31 for a period not to exceed two years or when the final certificate of occupancy is issued in the subdivision, whichever comes first.
Non-Residential Minor Permit Application

PROPERTY
ADDRESS: SE Corner of Route 31 and Veterans Parkway

ESTIMATED COST OF CONSTRUCTION:
Existing Use: X Commercial  □ Indust/Office  □ H/C

□ Air Conditioning  □ Fire Suppression
□ Accessory Bldg  □ Lawn Irrigation
□ Driveway/Lot Pav.  □ Masonry
□ Demolition  □ Retaining Wall (over 4')
□ Electric  □ Remode/Alteration
□ Fence  □ Seal Coating/Stripe
□ Furnace  □ Sidewall/Stairs
□ Fire Alarm  □ Siding
□ Other: ____________________________

Signs
□ Freestanding  □ Wall  □ Temporary

Over the Counter
□ Re-roof  □ Water Heater  □ Water/Sewer Repair

Owner: DRH Midwest (C/O Derrick Hoffman)  Phone: (224) 443-6707
Address: 750 E. Bunker Court  Unit #: 500  City: Vernon Hills  State: IL  Zip: 60061
E-mail: DJHoffman@dhorton.com

Contractor: Parvin-Clauss (C/O Jacalyn Barton)  Phone: (630) 510-2020  E-mail: Jbarton@parvinclauss.com

Electrical Contractor:  Phone: (____)
Plumbing Contractor:  Phone: (____)
Submit a copy of an electrical license with this application.
Submit the following: Letter of intent on plumbing contractors letterhead (with corporate seal, or notary seal) stating that they are doing this job; copy of State plumbing license; copy of certificate of State registration.
Roofing Contractor:  Phone: (____)
Note! Submit a copy of a State of Illinois roofing contractor license with this application.

All information provided herein is true and correct and all ordinances and codes of the City of McHenry shall be complied with. I hereby represent and agree that, in consideration of this permit being issued, only the work herein applied for will be done and that the premises being worked on will only be used for the purposes set forth herein. I understand and hereby acknowledge it’s the property owner’s responsibility to ascertain if there are any existing private covenants, conditions and/or deed restrictions, which may further regulate and/or prohibit work for which this building permit from the City has been obtained. I further acknowledge it’s the property owner’s responsibility to obtain required written or other permission or follow any other private approval process from any such home, property owner’s or other association, if applicable, prior to commencing work on my property even if a building permit is issued by the City. I hereby indemnify the City, its officials and employees from any and all liability for damages, lawsuits, attorneys fees and injuries, including death sustained by anyone or damage to any property, including surveying errors and encroachment liability which accrue against the City.

SIGNED: ____________________________

FOR OFFICE USE
Approved By  Issued  Expiration  Scanned
Name: ____________________________ Date: ____________  Date: ____________  □
(Rev 9/16)
February 27, 2019

City of McHenry  
Attn: Ross Polerecky  
333 S. Green Street  
McHenry, IL 60050

RE: Oaks at Irish Prairie Signage

Dear Mr. Polerecky:

Please accept this application and its exhibits as a formal request by D.R. Horton to erect signage on the SE corner of Route 31 and Veterans Parkway.

As you are aware, D.R. Horton is constructing homes at The Oaks at Irish Prairie and our sales team is gearing up to showcase the community and the greater McHenry area to our potential buyers. We look forward to the grand opening of our model home in the next 45-60 days.

Much of our success will be predicated upon ensuring as many potential buyers as possible visit our model home. Our model home is approximately ½ mile from the nearest major intersection (Veterans Parkway and Route 31). Approximately 22,200 cars travel on Route 31 per day. Directing traffic from this intersection to our model is imperative to our success. These factors make signage at the SE corner of Route 31 and Veterans Parkway vital to our success and our inability to advertise there will be a major hindrance to our traffic and potential sales.

We respectfully request that the City of McHenry allow marketing signage to be installed at this location.

Sincerely,
D.R. Horton

Matthew R. Morlan  
Land Acquisition Coordinator

750 East Bunker Court · Suite 500 · Vernon Hills, Illinois 60061  
(847) 362-9100  
www.drhorton.com
Sign will be a minimum of 15 feet from property line
COMING SOON
Single Family Homes
847-984-4576
Oaks at Irish Prairie

D・R・HORTON
America's Builder

(1) 8' x 8' double faced plywood sign on wood posts
Top section: PMS 281 Blue w/White copy.
Waves: PMS 485 Red.
Equal Housing logo: PMS 281 Blue.
4' x 8' wood posts: painted Bridgewater Grey
Installation: at Rt. 31 & Veterans Parkway or at Geyen Lane & Veterans Parkway.
March 7, 2019

City of McHenry
333 S. Green Street
McHenry, IL

RE: Sign for DR Horton

To Whom It May Concern:

Prairie Pointe Land Development Corporation is the lawful owner of the parcel with PIN 14-10-403-001. Under the terms of the attached sign lease, we grant permission to DR Horton to construct and maintain a sign with the restriction that all necessary applications, zoning and any other requirements by the City of McHenry would be satisfied.

If you have any questions please feel free to contact me at (708) 408-3802.

Sincerely,

[Signature]

Daniel L. Shepard
SIGN LEASE

This Lease Agreement ("Lease") is entered into as of the 1st day of February, 2019 between Prairie Point Land Development Corporation ("Owner") and DRH Midwest, Inc. ("Lessees").

RECITALS:

Owner owns fee simple title to certain property located at the southwest corner of Illinois Route 31 and Veterans Parkway in McHenry, IL and further described as Property Tax Identification Number 14-10-403-001 (the "Property").

Lessees desire to lease a portion of the Property for a double sided sign not exceeding ten feet by ten feet per side and raised on poles (the "Lessees' Sign").

Owner requests as compensation that Lessee pay $1,000 for the Lease Term (hereinafter defined) in consideration for allowing Lessee to utilize a portion of the Property for Lessee's Sign as aforesaid.

THEREFORE, the parties agree as follows:

1. Rented Premises: Owner hereby leases and grants nonexclusively to Lessee a portion of the Property along Illinois Route 31, as depicted on Exhibit A (the "Rented Premises"). No use of the Property by Owner or a third party shall be utilized for any use which will obscure Lessee's Sign on the Rented Premises or otherwise unreasonably interfere with Lessee’s use of the Rented Premises. Lessee shall have the right to modify the location of the Rented Premises as required by approvals from City of McHenry and any other agency(ies).

2. Lease Consideration: The Lease consideration consists of Lessee's purchase and installation of one (1) sign, as indicated by attached rendering, to be located on Illinois Route 31 as per attached sign proof and in the approximate location as indicated by the site arrow indicating location. Lessee shall obtain all necessary permits from City of McHenry and any other agency(ies).

3. Expense: All costs to obtain approvals, design, installation and removal of Lessee's Sign shall be at Lessee's expense. Following installation, Lessee shall be responsible to maintain Lessee's sign.

4. Term: The Lease shall commence on the later of Lessee's receipt of approvals from City of McHenry and any other agency(ies) for Lessee's Sign or the date this Lease is executed by Owner and Lessee and shall expire two (2) years from the date of commencement ("Lease Term"). Lessee shall have the option to extend the Lease Term for an additional twelve (12) months with notice to the Owner.

[Signature]
Dated: 2/18/2019
5. **Indemnity:** Lessee shall indemnify and hold Owner harmless from any and all causes of action or damage to persons or property resulting from Lessee or Lessee’s employees, agents or contractors use or occupancy of the Rented Premises and/or the exercise of Lessee’s rights granted herein. Lessee assumes the entire risk of loss, theft or damage to Lessee’s Sign, and no such loss, theft or damage shall relieve Lessee of its obligations under this Lease regarding Owner’s Sign. Lessee shall enter upon the Property at Lessee’s sole risk.

6. **Removal:** Notwithstanding anything to the contrary herein, within thirty (30) days after the expiration of the Lease Term, as it may be extended or terminated pursuant to Article 3 and Article 9 hereof, Lessee shall remove Lessee’s Sign from the Rented Premises. Upon termination of this Lease, Lessee shall return the Rented Premises to its condition existing on the date of installation of Lessee’s Sign, normal wear and tear excepted.

7. **Notices:** Consideration is considered paid to the Owner upon performance of this Lease and Lessee’s notice of performance at the address following Owner’s signature. All notices shall be sent to the party at the address following their signature and copy to Prairie Point Land Development at 28955 W IL RT 173, Antioch, IL 60002. All notices shall be in writing and shall be delivered by certified or registered mail or by a nationally recognized overnight carrier.

8. **Default:** In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice at the respective address of the defaulting party. Such default notice shall set forth the cause of such default. The defaulting party shall have five (5) business days from the date of receipt of such notice to cure such default. In the event that a non-monetary default cannot be reasonably cured within said 5-day period and provided the defaulting party has commenced such cure and is actively pursuing such cure to completion, then the defaulting party may continue such cure period past 5 business days, but in no event later than thirty (30) days. In the event of a Lessee default that has not been cured as aforesaid, Owner shall have the right to terminate this Lease.

9. **Early Termination:** Owner shall have the right to terminate this Lease with ninety (90) day notice to Lessee if the Owner sells or develops the Property. In the event of said termination, Lessee shall have the right to relocate the Lessee’s Sign to Owner’s property located north of Veterans Parkway. Lessee shall have the right to terminate this Lease with sixty (60) days notice to Owner.

10. **Successors and Assigns:** This Lease shall be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

[Signature page immediately follows]
IN WITNESS WHEREOF, the parties hereto have executed this Lease and agree to be bound by the same.

LESSOR:

DRH Cambridge Homes, Inc.

By: __________________________
    Marketing Manager

750 Bunker Court
Vernon Hills, 60061

Executed: __/__/19

OWNER:

Prairie Point Land Development Corporation

By: __________________________
    Its:

Executed: ______________________

Date: ______________________

[Signature]

[Signature]