

AGREEMENT
BETWEEN THE COUNTY OF MCHENRY
AND THE COUNTY OF BOONE
FOR THE DESIGN OF TWO TOWNSHIP
BRIDGES IN MCHENRY COUNTY

THIS AGREEMENT entered into this 15th day of November A.D. 2022 and between the County of McHenry, Illinois, a body politic and corporate, acting by and through its County Board, hereinafter referred to as MCHENRY COUNTY, and the County of Boone, Illinois, a body politic and corporate, acting by and through its County Board, hereinafter referred to as BOONE COUNTY. MCHENRY COUNTY and BOONE COUNTY are hereinafter referred to collectively as “Parties” to THIS AGREEMENT, and each one is referred to individually as a “Party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, MCHENRY COUNTY has identified the need to replace two deteriorating bridges over the Piscasaw Creek, Structure 004-3017 on County Line Road and Structure 056-3065 on Streit Road, hereinafter referred to as the IMPROVEMENT; and

WHEREAS, a general depiction and the approximate locations of the IMPROVEMENT are as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the IMPROVEMENT is located within Dunham Township in McHenry County; and

WHEREAS, County Line Road and Streit Road are under the jurisdiction of the Dunham Township Road District, hereinafter referred to as the ROAD DISTRICT; and

WHEREAS, MCHENRY COUNTY provides technical assistance and project management for bridge projects for Township Road Districts; and

WHEREAS, said improvements will require the services of an engineering consulting firm to provide combined Phase I and Phase II design engineering for the project; and

WHEREAS, BOONE COUNTY has entered into an engineering services agreement with Chastain & Associates LLC to provide combined Phase I and Phase II design engineering for three bridge structures over the Piscasaw Creek in Boone County immediately downstream of the IMPROVEMENT; and

WHEREAS, BOONE COUNTY issued a Request for Qualifications (RFQ) through a qualifications-based selection process in compliance with the Illinois Local Government Professional Services Selection Act 50 ILCS 510/ET on December 28th, 2021 for said project; and

WHEREAS, BOONE COUNTY and MCHENRY COUNTY desire to add the IMPROVEMENT to the BOONE COUNTY engineering services contract to realize joint cost savings for bundling bridges in immediate proximity to one another; and

WHEREAS, MCHENRY COUNTY shall pay all costs required to prepare the IMPROVEMENTS for a letting, which include but are not limited to, preliminary engineering, design engineering, land acquisition, permitting and utility relocation; and

WHEREAS, MCHENRY COUNTY and BOONE COUNTY may jointly bid all five (5) bridges for construction in the future based on project readiness and available funding; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, a summary of the engineering services costs and proposed participation by MCHENRY COUNTY and BOONE COUNTY is set forth on EXHIBIT B attached hereto; and

WHEREAS, a copy of the amendment to the BOONE COUNTY engineering services agreement is set forth on EXHIBIT C attached hereto; and

WHEREAS, said IMPROVEMENT will be of immediate and lasting benefit to the residents of MCHENRY COUNTY and BOONE COUNTY and will be permanent in nature; and

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

SECTION I.

Recitals/Headings

1. The foregoing recitals are hereby incorporated, as though fully set forth herein.
2. The “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.

1. BOONE COUNTY agrees to be the lead agency and will prepare, or cause to be prepared, all necessary work required for the IMPROVEMENT’S Phase I Engineering.
2. BOONE COUNTY agrees to be the lead agency and will prepare, or cause to be prepared, all necessary work required for the IMPROVEMENT’S Phase II Engineering.
3. As lead agency, BOONE COUNTY shall be responsible for and will pay the invoices for the Phase I and Phase II engineering received from the project engineer, subject

to reimbursement from MCHENRY COUNTY for costs associated with the IMPROVEMENT, as outlined herein.

4. MCHENRY COUNTY and BOONE COUNTY agree that MCHENRY COUNTY will reimburse BOONE COUNTY for all engineering services costs expended by BOONE COUNTY for Phase I and Phase II engineering associated with the IMPROVEMENT. On a monthly basis, BOONE COUNTY shall provide MCHENRY COUNTY with copies of the Phase I and Phase II Engineering invoices and MCHENRY COUNTY agrees to reimburse BOONE COUNTY for its portion of such costs within thirty (30) days of receipt of said invoices.
5. BOONE COUNTY shall provide copies of all Phase I and Phase II Engineering studies and reports to MCHENRY COUNTY within thirty (30) days of receipt for input and recommendations. MCHENRY COUNTY shall review and either approve such studies and reports or provide comments to BOONE COUNTY for proposed changes to the Phase I and/or Phase II engineering within thirty (30) calendar days of receipt of same. MCHENRY COUNTY'S approval shall not be unreasonably withheld.

SECTION III.

General Provisions

1. MCHENRY COUNTY agrees to indemnify, defend, and hold harmless BOONE COUNTY, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of MCHENRY COUNTY as provided by Illinois Law.
2. The BOONE COUNTY agrees to indemnify, defend, and hold harmless MCHENRY COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of BOONE COUNTY as provided by Illinois Law.
3. It is mutually agreed by and between the Parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of MCHENRY COUNTY or the Director of Transportation/County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any McHenry County Highway as best determined and provided by law.
4. It is mutually agreed by and between the Parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of BOONE COUNTY or the Director of Transportation/County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any Boone County Highway as best determined and provided by law.

5. It is mutually agreed by and between the Parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of the ROAD DISTRICT or the Highway Commissioner to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any ROAD DISTRICT roads as best determined and provided by law.
6. It is mutually agreed by and between the Parties hereto that nothing contained in THIS AGREEMENT is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the Parties hereto, or as constituting MCHENRY COUNTY (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of BOONE COUNTY or BOONE COUNTY (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of MCHENRY COUNTY for any purpose, or in any manner, whatsoever. Each Party is and shall remain independent of the other Party with respect to all services performed under THIS AGREEMENT.
7. It is mutually agreed by and between the Parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
8. It is mutually agreed by and between the Parties hereto that the agreement of the Parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the Parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties hereto relating to the subject matter hereof.
9. It is mutually agreed by and between the Parties hereto that any alterations, amendments deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the Parties hereto.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns, provided however, that neither Party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
11. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the Parties hereto as follow:

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

BOONE COUNTY HIGHWAY DEPARTMENT
9759 IL Route 76
Belvidere, Illinois 61008
Attention: Mr. Justin D. Krohn, P.E.
Director of Transportation/County Engineer

12. The terms of THIS AGREEMENT will be construed in accordance with the laws of Illinois. The Parties agree that the venue for any dispute arising under the terms of THIS AGREEMENT shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.
13. Each person signing below on behalf on one of the Parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign THIS AGREEMENT on behalf of their Party.

ATTEST:

COUNTY OF BOONE

Julie A. Bliss, Clerk
Boone County

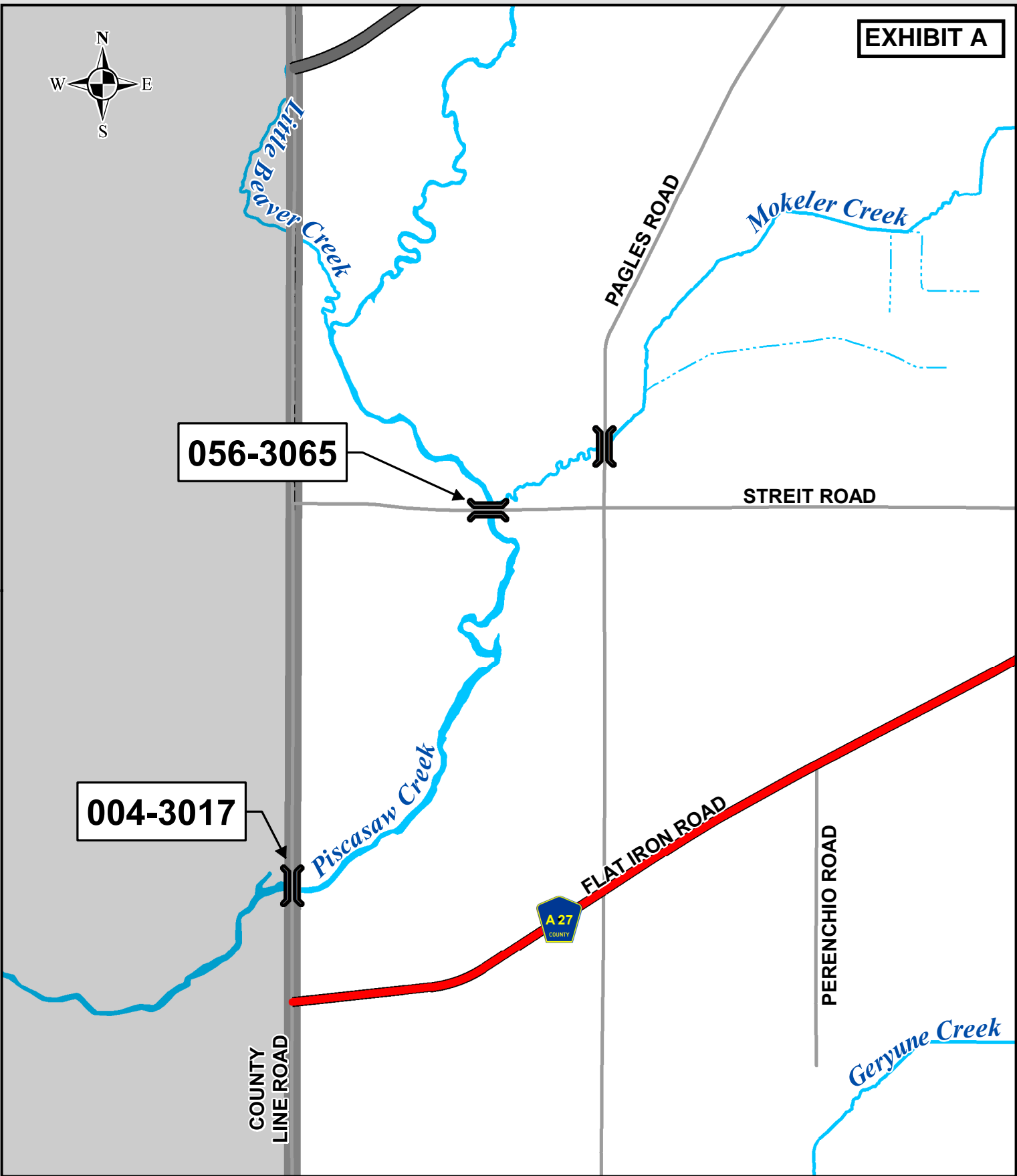
Karl Johnson, Chairman
Boone County Board

ATTEST:

COUNTY OF MCHENRY

Joseph Tirio, Clerk
McHenry County

Michael Buehler, Chairman
McHenry County Board



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

DATE
Wednesday, October 5, 2022

FILE
Bridge Rehab 056-3065 and 004-3017

PROJECTION
Transverse Mercator
NAD 1983 State Plane
Illinois East

LEGEND

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

0 400 800 1,600 Feet

SCALE
1 inch = 1,605 feet

**STRUCTURE
REHABILITATION**
SN 056-3065
SN 004-3017



EXHIBIT B:

SUMMARY OF ENGINEERING SERVICES COSTS AND PROPOSED PARTICIPATION

Item	Project Engineering Cost	BOONE COUNTY Share	MCHENRY COUNTY Share
Combined Phase I/II Engineering	\$530,344	\$0	\$530,344
Project Engineering Cost	\$530,344	\$0	\$530,344



Local Public Agency Engineering Services Agreement

EXHIBIT C

Using Federal Funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agreement For MFT PE	Agreement Type Supplement	Number 01
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LOCAL PUBLIC AGENCY

Local Public Agency Boone County Highway Department	County Boone	Section Number 22-00117-00-BR	Job Number
Project Number 	Contact Name Justin Krohn, PE	Phone Number (815) 544-2066	Email jkrohn@boonecountyiil.gov

SECTION PROVISIONS

Local Street/Road Name County Line and Streit Roads	Key Route TR 2 & TR 81	Length 300' each	Structure Number 004-3017, et al
Location Termini Bridge locations, 004-3017, 056-3065			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description
Perform Phase I engineering and prepare Phase II construction plans for bridge replacements on County Line Road, TR 2, Structure 004-3017 and Streit Road, TR 81, Structure 056-3065. This work is supplement to the original contract and scope.

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	LOCAL
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	LOCAL

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Chastain and Associates, LLC	Contact Name Curtis Cook, PE	Phone Number (815) 266-2904	Email ccook@chastainengineers.com
Address 6832 Stalter Drive, Suite 100	City Rockford	State IL	Zip Code 61108

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☒ Schedule of Rates
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. 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 US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (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 DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) 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 in all previous partial payments made to the ENGINEER.
- (2) 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 the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

(Maximum Fee \$20,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

☒ Specific Rate

\$530,344.00

(Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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 indicated 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 and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 (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 to maintain 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Chastain and Associates, LLC	370714576	\$386,087.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- TranSystems Corp		\$51,356.00
- Kaskaskia Engineering Group		\$47,636.00
- CES		\$21,600.00
- Testing Service Corp		\$23,665.00
-		
Subconsultant Total		\$144,257.00
Prime Consultant Total		\$386,087.00
Total for all work		\$530,344.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By	Date	By	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Local Public Agency	Local Public Agency Type	Title
<input type="text" value="Boone"/>	<input type="text" value="County"/>	<input type="text"/>

Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Chastain and Associates, LLC

By



Date

9/27/22

By



Date

9/27/22

Title

Principal

Title

Project Manager

Local Public Agency	County	Section Number
Boone County Highway Department	Boone	22-00117-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Boone County Highway Department and McHenry County Highway Department are making bridge replacements on County Line Road, TR 2, Structure 004-3017 and Streit Road, TR 81, Structure 056-3065

This supplemental scope of services is in addition to the original contract. This bridge bundle will be considered supplemental to the original contracted 3 bridge replacements and will be processed in the same manner, thru the same agency offices as the original contract. This supplement is for the replacement of the 2 structures under full closure construction shall be as follows:

1. **TOPOGRAPHIC SURVEYS (CES):** The horizontal and vertical control will be established for use for the topographic survey as well as aid in construction layout. A topographic survey of the land surrounding the bridge shall be performed, as well as roadway cross sections at 50' intervals for 750' on each bridge approach. Section corners shall be located and/or recovered, pictures of the site conditions during survey taken, and the survey data obtained from the field shall be downloaded/processed and a DTM created. Horizontal control will be based on McHenry County Geodetic Monuments jointly established by the LPA and the DEPARTMENT. These coordinates are referenced to NAD 38. Vertical control will be based on McHenry County Bench Marks and orthometric elevations derived from GPS observations, based on NAVD 88. The correlation of the nearest Elevation Reference Marks that have been established in the Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and Flood Insurance Rate Maps and NGVD 88 datum will be referenced.

2. **HYDRAULIC SURVEYS (CES):** The terrain for the hydraulic surveys is heavily wooded, so the use of GPS will not be possible and will therefore need to be total station work. Vertical and horizontal control will need established at each stream cross section of 1000' US, 500' US, 100' US, US bridge face, DS bridge face, 100' DS, 500' DS, and 1000' DS. Those cross sections shall then be surveyed with the total station, along with a streambed profile for the entire 2000' for the hydraulic analysis. Existing bridge openings of the existing structure as well as the upstream and downstream structures will be measured, as required for the hydraulic adequacy in the PBDHR. All data will be downloaded, process, and a DTM created.

3. **PERMITS & ENVIRONMENTAL (KEG):**

a. **Environmental Resource Review and Agency Coordination**

Kaskaskia Engineering Group (KEG) will initiate the environmental resource review and agency coordination on the project by completing IDOT-BDE's online ESR application (one submittal for both bridges), per Chapter 27-1 of the BLRS Manual. KEG will conduct informal agency coordination for threatened, endangered, and rare species that may be present within or adjacent to the project area. This includes coordination with Illinois Department of Natural Resources (IDNR) via the online Ecological Compliance Assessment Tool (EcoCAT), and coordination with U.S. Fish and Wildlife Service (USFWS) via the online Information for Planning and Consultation (IPaC) tool. Piscasaw Creek is considered a Primary Priority Water by IDNR & IEPA because it has high integrity (Class A rating) within the reaches of both bridges. Due to the high stream ratings by IDNR, it is likely that an Incidental Take Agreement (ITA) will be required. KEG will also participate with Chastain, IDOT, and the McHenry County Division of Transportation, as necessary, in coordination with the IDNR, IEPA, and/or USACE concerning any permitting issues.

b. **Surface Water/Wetland Survey & Report**

IDOT will be performing a wetland and surface water delineation within the proposed project limits through the ESR process so no Water/Wetland survey is anticipated in this proposal.

c. **Wetland Impact Evaluation.**

Based on the wetland delineation report and proposed improvements, a Wetland Impact Evaluation (WIE) will be prepared as follows:

1. Prepare wetland impact exhibit and evaluate wetland impacts.
2. Prepare and submit the DEPARTMENT Wetland Impact Evaluations (WIE) forms electronically.

d. Environmental Documentation

During Phase I, and likely concurrent with the bridge TS&L plans, KEG will work with Chastain to prepare the appropriate environmental documentation, likely the Local Project Development Report for Group II Categorical Exclusions and Design Approval form (BLR 22210, herein 'CE'), in order to obtain the necessary environmental approvals from IDOT. The CE will include results from the ESR, agency coordination, and wetland survey and delineations. KEG will prepare a Draft CE (one CE for both bridges), using the appropriate current IDOT document template per the IDOT-BLRS Manual (2018), for client review/comment. The team will revise the Draft CE, as necessary, and submit to IDOT for review and comment. We will then revise the Draft CE based upon IDOT comments and submit the Final CE for IDOT-BLRS approval. This task will also include coordination with the design team on Phase I design documents, submitted in coordination with the CE.

e. IL Joint Permit Application

Upon approval of the CE in Phase I, the environmental services under Phase II will focus on the approval of the necessary permit applications. It is anticipated that a 401/404 Regional General Permit #38 (road crossings) and an IDNR Statewide Permit #11 (bridge and culvert replacement structures and bridge widenings) will be sought for this project. Piscasaw Creek is considered a Primary Priority Water by IDNR & IEPA because it has high integrity (Class A rating) within the reaches of all three bridges. Due to the high quality of Piscasaw Creek, KEG will coordinate with the permitting agencies early in the permitting process regarding impact minimization and best management practices before, during, and after construction, and to determine the amount and type of mitigation, if required, under this Phase of the project. KEG will submit the application package for review and then revise the package, if necessary, based upon agency comments, and submit for final approval.

f. Mitigation and monitoring plan

No mitigation plan or monitoring is included in this proposal.

g. McHenry County Stormwater Management Permit. (Chastain)

Coordination with the McHenry County Planning and Development, including a preliminary jurisdictional determination request and a pre-application meeting with McHenry-Lake County Soil and Water Conservation District, and associated documentation will be prepared.

h. McHenry County Stormwater Management Permit. (Chastain)

Prepare the necessary documentation to submit to McHenry County Planning and Development (MCP&D) a permit application for the storm water management, floodplain, and wetland portions of the McHenry County Stormwater Management Ordinance. Provide revisions as necessary until permit application has been approved.

i. McHenry-Lake County Soil Water and Conservation District (MLCSWCD) Review. (Chastain)

Prepare the necessary submittals required for MLCSWCD's soil erosion and sediment control review and approval. The Review Fee, Inspect fee, In-Stream Fee, Wetland Impact Fee, and Pre-construction notice fee will be paid by the LPA.

j. NPDES Permit. (Chastain)

Complete and submit the National Pollutant Discharge Elimination System (NPDES) Permit, Stormwater Pollution Prevention Plan (SWPPP), Notice of Intent (NOI) and Erosion and Sediment Control Plans to IEPA. Complete BDE Forms 2342 and 2342A for inclusion into the Special Provisions.

k. Project Meetings

This task includes KEG staff virtually attending up to three (3) monthly project coordination meetings, as organized or determined by the Boone County Highway Department or Chastain Project Manager and reviewing subsequent meeting minutes.

4. BRIDGE INSPECTION AND BRIDGE CONDITION REPORT

Boone County will perform a bridge inspection to assess the current condition of each bridge and provide the data for the Bridge Condition Report. The bridge inspection and Bridge Condition Report will conform to the requirements of the IDOT "Bridge Condition Report Procedures & Practices," the IDOT Bridge Manual, the IDOT BLRS Manual and NBIS standards. The Bridge Condition Report (BCR) for each bridge will be written to document the current physical condition and functionality of each bridge and recommend a scope of work for approval. The scope of work selected will be the most cost effective for each structure given its condition and the structural/geometric/hydraulic deficiencies and exterior constraints that affect it.

5. BRIDGE TYPE STUDY AND TS&L

After consultation with IDOT, District 2, no bridge type study or TS & L will be performed for this project.

6. PROJECT DEVELOPMENT REPORT (Transystems & Chastain): The hydraulic analysis of the natural, existing, and proposed structure will be performed in HECRAS. That hydraulic analysis will then be inserted into the PBDHR form along with proposed structure information, and attachments required for the PBDHR submittal will also be prepared. Completion, submission, and approval by IDOT of a Project Development Report will conclude the Phase I portion of the project.

7. TASK 11 – ABBREVIATED LOCATION DRAINAGE STUDY: An analysis will be performed to determine existing drainage patterns and the impact of the bridge and roadway rehabilitation.

a. Evaluate the existing drainage and determine deficiencies in accordance with the DEPARTMENT Drainage Manual, as well as coordinate efforts with McHenry County Stormwater Management Ordinance.

b. Perform an evaluation of the need for storm water detention and design the proposed drainage improvements.

c. Prepare an abbreviated Location Drainage Study.

8. TASK 3 – UTILITY COORDINATION:

Conflict Identification. Prepare an exhibit showing the location of the potential conflicts (based on best available information provided by local agencies and utility companies during Phase I), plot existing utilities in cross sections, summarize in a spreadsheet, prepare a photo log of the utilities, and submit with a LPA template cover letter to utility companies.

Relocation Assistance. Be available to coordinate with local agencies and utility companies to ensure resolution of conflicts through project completion. Local Agency to coordinate necessary relocations directly with utility through utility relocation committee. Review utility relocation plans and permits to ensure compatibility with proposed improvement. Show proposed utilities on plans and cross sections. Preliminary, pre-final and final plans will be sent to the utility companies.

9. LOAD RATING ANALYSIS. Load rating submittals will be made to the DEPARTMENT at the completion of design, and again before opening the structure according to the DEPARTMENT Circular Letter 2017-16. 6 meetings are anticipated:

a. One (1) project initiation meeting at the DEPARTMENT

b. One (1) project site meeting with the LPA

c. One (1) FHWA/DEPARTMENT meeting

d. One (1) meeting with DEPARTMENT District 1 Detour Committee

e. One (1) pre-application meeting with the McHenry County P&D

f. One (1) pre-application meeting with U.S. Army Corps of Engineers

10. PLANS AND SPECIFICATIONS: Phase II of the project will include all design, plan preparation and bid docs to replace the structure under staged construction. Quantity calcs will be completed and provided to the County for aid in construction. Shop Drawings will be reviewed and approved during construction. Structures are expected to be a 3 span concrete haunch slab bridge. Compensatory Storage Design. Perform drainage and compensatory storage calculations to satisfy the McHenry County Stormwater Management Ordinance requirements. 3 meetings are anticipated:

a. One (1) project initiation meeting with the DEPARTMENT

b. One (1) meeting with IDOT District One Detour Committee

c. One (1) pre-construction meeting with the DEPARTMENT

The following are anticipated plan sheets:

Cover Sheet

Summary Of Quantities, Gen Notes and Typical Sections

Schedule of Quantities

Roadway Plan and Profile

Grading Plan

Erosion Control (if needed)

SWPPP

Structure Plans

Roadway Cross Sections

Barrier Warrant Analysis

Sight Distance Analysis

Alignment, Ties and Benchmarks

Detour Plan and Notes
Soil Erosion and Sediment Control Plans and Details Sheets
In-Stream Guideline Details (KEG)
Superstructure Details
Beam Details
Soil Borings
Existing Plans

11. TASK 9 – CONSTRUCTION ESTIMATE OF COST AND ESTIMATE OF TIME

Estimate of Cost. Prepare a construction Estimate of Cost for the pre-final and final submittals. Utilizing the pay items and quantities, the Estimate of Cost will be generated. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from the DEPARTMENT's website will be used to approximate current unit costs. BLR Form 11510 will be used to prepare the cost estimate and will include pay item number, item, unit, quantity, unit cost and total cost. A detailed breakdown of lump sum costs will be provided.

Schedule. Prepare a bar schedule of the anticipated construction timeline.

Estimate of Time. BDE Form 220A will be used to prepare the estimate of time for the pre-final and final submittals and will include item number, item, unit, quantity, average production rate, and number of working days. Itemized production rates will be determined using established guideline shown in the Chapter 66 of the BDE Manual.

12. **Tree Removal Contract Preparation.** Prepare a (1) separate contract for tree removal to be let by the LPA. This will also include the following items.

- a. Specifications and special provisions. The documents will be prepared in Microsoft Word software.
- b. Quantity calculations and construction estimate of cost. All cost estimates will be prepared using Microsoft Excel software.
- c. Estimate of Time.

13. **Pre-Construction Meeting.** Attend the mandatory pre-construction meeting at DEPARTMENT District 1 office. (See Task 11 – Meetings and Coordination)

14. **As-Built Survey and Certification.** As-built plans (record drawings) prepared by a licensed land surveyor and licensed professional engineer shall be submitted at the completion of construction. As-built plans, at a minimum, shall include the following information:

- a. A certificate stating the compensatory storage areas/stormwater management facilities were constructed in substantial conformance with the approved development plans.
- b. For compensatory storage areas:
 1. A tabular summary of fill and excavation volumes;
 2. Cross-sections showing the areas of fill and excavation; and
 3. A plan view delineating the location of cross-sections

15. **Bat Assessment.** A bat assessment must be completed as part of the ESR/Natural Resources Review for projects that involves any type of bridge work or replacing large culverts. The Bridge/Structure Bat Assessment Form will be submitted as an exhibit for the ESR.

16. **RIGHT-OF-WAY:** The intent is to keep all the improvements within the existing ROW, so no ROW work is anticipated.

17. TASK 3 – UTILITY IDENTIFICATION AND COORDINATION

Utility Investigation. Pertinent utility information will be collected for the project area to locate utilities that may affect design or construction of the bridge(s). Coordination with utilities and a Joint Utility Locating Information for Excavators (JULIE) Design Stage Request for buried facilities will be performed and documented.

- a. Prepare and send utility notification letter per LPA template to identified utility companies.
- b. Compile and summarize available utility information in a spreadsheet per the formatting requirements for Phase II utility documentation.
- c. Information provided by utility companies will be reviewed and incorporated into the base drawing. These facilities will be compared in relation to the proposed improvements for potential conflict and documented in the Project Development Report (PDR).
- d. Follow up letter per LPA template with preliminary plan sheets showing potential conflicts will be sent to

utility companies.

e. Electronic copies of all information received or provided to the utility companies will be sent to the LPA for their records.

18. Specifically excluded scope:

- Application for permits other than those outlined above.
- Wetland delineation performed by IDOT
- Threatened and Endangered species surveys or formal Section 7 consultation with USFWS.
- Historic or cultural resource surveys or consultation.
- Special Waste Review (i.e., Phase I Environmental Site Assessment)
- Noise Analysis
- Public Engagement Efforts, other than those outlined above
- T & E Incidental Take Agreement
- ROW plats, documents, title work, and negotiations

Local Public Agency	County	Section Number
Boone County Highway Department	Boone	22-00117-00-BR
EXHIBIT B PROJECT SCHEDULE		
Not applicable		

Local Public Agency

County

Section Number

Boone County Highway Department

Boone

22-00117-00-BR

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2940	\$0.62	\$1,837.50
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input checked="" type="checkbox"/> CADD	Actual cost (Max \$15/hour)	954	\$15.00	\$14,310.00
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Drone photography of jobsite	actual cost of consultant, \$50/hr	4	\$50.00	\$200.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$16,347.50

Local Public Agency	County	Section Number
Boone County Highway Department	Boone	22-00117-00-BR

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

Local Public Agency	County	Section Number
Boone County Highway Department	Boone	22-00117-00-BR

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Name of Local Public Agency	Insert the name of the LPA.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Name of Local Public Agency	Insert the name of the Local Public Agency.
Local Public Agency Type	Insert the type of LPA.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name	Insert the name of the engineering firm the agreement is with.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

Exhibit A	Insert the scope of services covered by this agreement for this project.
Exhibit B	Insert the project schedule that applies to this agreement.
Exhibit C	Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.
Exhibit D	Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.
Exhibit E	Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk

EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
FIXED RAISE

Local Public Agency Boone County Highway Dept	County Boone	Section Number 22-00117-00-BR
Prime Consultant (Firm) Name Chastain & Associates	Prepared By C Cook	Date 9/22/2022
Consultant / Subconsultant Name Chastain	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Supplement #1 - Perform Phase I engineering and prepare Phase II construction plans for bridge replacements on County Line Road, TR 2, Structure 004-3017 and Streit Road, TR 81, Structure 056-3065. This work is supplement to the original contract and scope.

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	144.71%
START DATE	12/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	8.00%
END DATE	11/30/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2022	1/1/2023	1	4.17%
1	1/2/2023	1/1/2024	12	54.00%
2	1/2/2024	12/1/2024	11	53.46%

The total escalation = 11.63%

Boone County Highway Dept

Boone

22-00117-00-BR

Chastain

[illegible]

Local Public Agency	County	Section Number
Boone County Highway Dept	Boone	22-00117-00-BR
Consultant / Subconsultant Name		Job Number
Chastain		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Testing Engineers	7,888.33	788.83
CES	7,200.00	720.00
Kaskaskia Engineering Group	15,317.00	1,531.70
Transystems	18,427.00	1,842.70
Total	48,832.33	4,883.23

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on

Local Public Agency

Boone County Highway Dept

County

Boone

Section Number

22-00117-00-BR

Consultant / Subconsultant Name

Chastain

Job Number**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging	Actual Cost			\$0.00
Lodging Taxes and Fees	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks'			\$0.00
Vehicle Mileage	Up to state rate maximum	2940	\$0.63	\$1,837.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	954	\$15.00	\$14,310.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drone photography	actual cost, \$50/hr	4	\$50.00	\$200.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$16,347.50

Boone County Highway Dept

Boone

22-00117-00-BR

Chastain

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Topographic Surveys	30	1,634	2,692	\$16,347.50	1,307	10,450	32,431	6.12%
Hydraulic Surveys	8	409	674		327	7,150	8,560	1.61%
Permits	100	5,129	8,448		4,103	6,111	23,791	4.49%
Utility Coordination	72	3,307	5,447		2,646		11,400	2.15%
Shop Drawings	18	1,131	1,863		905		3,899	0.74%
BCR & Hydraulic Report	224	9,749	16,057		7,799	39,747	73,352	13.83%
Environmental Documents	45	2,162	3,562		1,730	41,525	48,979	9.24%
Evaluate Soils	44	2,207	3,636		1,766	23,665	31,274	5.90%
Phase I Analyses	484	23,370	38,493		18,696		80,559	15.19%
Tree Removal Contract	87	4,016	6,615		3,213		13,844	2.61%
Post Bid Services	89	4,399	7,245		3,519	4,000	19,163	3.61%
Final Plans	1091	49,747	81,938		39,798	11,609	183,092	34.52%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
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Subconsultant DL					0		-	
TOTALS	2292	107,260	176,670	16,348	85,809	144,257	530,344	100.00%

Local Public Agency

Boone County Highway Dept

County

Boone

Section Number

22-00117-00-BR

Consultant / Subconsultant Name

Chastain

Job Number**AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Topographic Surveys			Hydraulic Surveys			Permits			Utility Coordination			Shop Drawings		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	74.31	167.0	6.84%	5.08	10	33.33%	24.77				20	20.00%	14.86	4	5.56%	4.13			
Project Manager II	62.85	183.0	7.50%	4.71													18	100.00%	62.85
Project Manager I	51.14	313.0	12.82%	6.56	6	20.00%	10.23	8	100.00%	51.14	18	18.00%	9.20	6	8.33%	4.26			
Project Engineer I	43.00	826.0	33.84%	14.55							16	16.00%	6.88	32	44.44%	19.11			
Engineer	33.82	350.0	14.34%	4.85															
Tech III	44.23	600.0	24.58%	10.87	12	40.00%	17.69				46	46.00%	20.34	30	41.67%	18.43			
Admin	26.82	2.0	0.08%	0.02	2	6.67%	1.79												
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TOTALS		2441.0	100%	\$46.65	30.0	100.00%	\$54.48	8.0	100%	\$51.14	100.0	100%	\$51.29	72.0	100%	\$45.93	18.0	100%	\$62.85

Local Public Agency
 Boone County Highway Dept

Consultant / Subconsultant Name
 Chastain

County
 Boone

Section Number
 22-00117-00-BR

Job Number

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	BCR & Hydraulic Report			Environmental Documents			Evaluate Soils			Phase I Analyses			Tree Removal Contract			Post Bid Services		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	74.31										52	10.74%	7.98	4	4.60%	3.42	9	10.11%	7.51
Project Manager II	62.85	24	10.71%	6.73	1	2.22%	1.40	20	45.45%	28.57							10	11.24%	7.06
Project Manager I	51.14	40	17.86%	9.13	24	53.33%	27.27	8	18.18%	9.30	104	21.49%	10.99	11	12.64%	6.47	10	11.24%	5.75
Project Engineer I	43.00	40	17.86%	7.68	10	22.22%	9.56				260	53.72%	23.10	23	26.44%	11.37	52	58.43%	25.12
Engineer	33.82	80	35.71%	12.08				16	36.36%	12.30									
Tech III	44.23	40	17.86%	7.90	10	22.22%	9.83				68	14.05%	6.21	49	56.32%	24.91	8	8.99%	3.98
Admin	26.82																		
TOTALS		224.0	100%	\$43.52	45.0	100%	\$48.05	44.0	100%	\$50.16	484.0	100%	\$48.29	87.0	100%	\$46.16	89.0	100%	\$49.42

Boone County Highway Dept

Chastain

Boone

22-00117-00-BR

[illegible]



TranSystems

1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173
Tel 847 605 9600
Fax 847 463 0565

www.TranSystems.com

**PHASE I AND PHASE II DESIGN ENGINEERING SERVICES FOR
PISCASAW CREEK BRIDGE BUNDLE
MILL ROAD BRIDGE (SN 004-3066), CAPRON ROAD BRIDGE (SN 004-3006)
AND DENNY ROAD BRIDGE (SN 004-3068)
BOONE COUNTY HIGHWAY DEPARTMENT
SUPPLEMENT #1
JUNE 21, 2022**

SCOPE OF ENGINEERING SERVICES

TranSystems' scope of services for this project, which included Phase I and Phase II Engineering for the replacement of three bridges over the Piscasaw Creek in Boone County, requires additional services for the inclusion of two bridges in McHenry County. These bridges are County Line Road over Piscasaw Creek (SN 004-3017) and Streit Road over Piscasaw Creek (SN 056-3065). The project will continue to utilize Bridge Bundling to provide efficiency and cost savings in the engineering and construction of the five bridges. TranSystems is providing the hydraulic analysis and bridge bundling for the project team.

This project is using County MFT funds for the engineering. The construction will utilize federal funding, anticipated to be Major Bridge and Innovative Bridge Funds; therefore the proposed scope has been prepared following the IDOT Bureau of Local Roads and Streets (BLRS) procedures and guidelines.

The following is a summary of the items that are included in the supplemental scope of services:

TASK 1 - DATA COLLECTION

Available historical information from the McHenry County Division of Transportation (MCDOT) will be obtained and reviewed that will include existing right-of-way and property limit data, existing roadway and bridge plans, County-based GIS topographic and aerial photography and any existing maintenance and flooding records.

TASK 2 – STREAM HYDROLOGY / HYDRAULIC ANALYSIS AND REPORT

TSC will perform a stream hydrologic analysis and hydraulic analysis for each structure crossing over the Piscasaw Creek at County Line Road and Streit Road. A hydraulic report will be prepared to demonstrate that the proposed structure replacements meet the requirements of MCDOT, IDOT and IDNR-OWR, as required. It is anticipated that the limits of the detailed hydrologic analysis and survey are approximately 1,000 feet upstream and downstream of County Line Road and Streit Road over the Piscasaw Creek crossing. Any cross sections that are necessary in between the limits of the detailed survey will be developed using available LIDAR data. The specific tasks include:

- Review available MCDOT, FEMA, and USGS data along with records of flooding.

SCOPE OF ENGINEERING SERVICES

Piscasaw Creek Bridge Bundle

Supplement #1

- Conduct site visit, take photos of site, and note existing conditions or problem areas.
- Compile and verify hydraulic survey information.
- Obtain existing hydraulic models from FEMA and/or McHenry County, if available.
- Compute hydrologic flows at each structure crossing using Bulletin 70 rainfall data. Based on initial conversations with IDNR-OWR and IDOT, USGS Streamstats will be acceptable to estimate flow data for each crossing. Available stream gauge data will be used to validate the flow data from USGS Streamstats.
- Prepare base maps for modeling and hydraulic report.
- Prepare existing condition model and corrective effective model, if necessary.
- Coordinate with MCDOT, IDNR-OWR, and other agencies regarding design parameters (i.e. freeboard, clearance), design exceptions, and permitting requirements.
- Prepare proposed conditions model for each crossing location with 2 alternatives for each, one of which will be the multi-span haunch slab deck alternative under consideration by MCDOT.
- Prepare Waterway Information Tables (WITs) and backup calculations for the preferred alternative.
- Calculation of floodplain fill and compensatory storage at each crossing.
- Perform scour analysis and calculations, as necessary, for the preferred structure type.
- Prepare and submit hydraulic report and backup documentation to MCDOT and IDOT along with the Preliminary Bridge Design and Hydraulic Report (BLR Form 10210). Submittals will be made in pdf format. Comments will be addressed with a disposition of comments and an updated Hydraulic Report.

The following items are not included in the hydrology/hydraulic analysis scope of work and are consistent with the original contract for the three bridges within Boone County:

- Prepare hydrologic model to compute flow data.
- Update USGS Streamstats flows for Bulletin 75 rainfall data.
- Prepare and obtain a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) from FEMA.
- Prepare formal Stormwater Report Submittal and Permit to McHenry County.
- Prepare and submit Individual Floodway Permit. It is assumed that the project will be permitted under Statewide Permit #12 which is self-certifying and does not require formal submittal to IDNR-OWR. Although McHenry County is within Northeastern Illinois, Part 3708 rules do not apply as there is no designated floodway along Piscasaw Creek.
- Permit fees. It is assumed that McHenry County Division of Transportation will pay all permit fees.
- FEMA Flood Insurance Study (FIS) fees. It is assumed that the fee for the FEMA FIS included in the original contract will cover the additional bridges.

SCOPE OF ENGINEERING SERVICES

Piscasaw Creek Bridge Bundle
Supplement #1

TASK 3 – BRIDGE BUNDLING

TSC will assist the project team in the preparation of the contract documents, including the final plans and specifications, to provide the cost efficiencies related to bridge bundling. The bridge design will be the same for all five bridge locations. While the original contract assumed precast, prestressed concrete deck beams, spill thru abutments with grouted riprap slopewalls and Type S-1 steel railings, both Boone and McHenry County are considering changing the recommended bridge design to utilize a multi-span haunch slab deck. Similar to the original contract, the contract documents will be prepared with the Capron Road Bridge in Boone County as the base bid for the contract, with the County Line Road Bridge and Streit Road Bridge in McHenry County as alternates. The Bridge Bundling will be prepared according to the Bridge Bundling Guidebook, prepared by the FHWA in 2019.

TASK 4 – MEETINGS, ADMINISTRATION AND MANAGEMENT

This task includes the attendance at project coordination meetings with the project team and with MCDOT as required. Included in this task is scope of work reviews, resource planning, contract administration, and invoicing. The task assumes effort based on a fourteen (14) month contract duration with a November 2023 letting and construction planned for 2024 which is what was assumed in the original contract.

TSC will also perform internal QA/QC reviews of all deliverables associated with the project.



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
Boone County Highway Department	Boone	TBD
Consultant (Firm) Name	Prepared By	Date
TranSystems Corporation	Jesse Vuorenmaa	6/21/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	143.97%
START DATE	7/15/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	9/14/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/15/2022	1/1/2023	6	42.86%
1	1/2/2023	9/1/2023	8	58.29%

The total escalation = 1.14%

Local Public Agency	County	Section Number
Boone County Highway Depart	Boone	TBD

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.14%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$77.39	\$78.00
Engineer 3 (E3)	\$68.71	\$69.50
Engineer 2 (E2)	\$48.13	\$48.68
Engineer 1 (E1)	\$36.00	\$36.41
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$66.91	\$67.67
Planner 3 (P3)	\$46.70	\$47.23
Architect 4 (AR4)	\$73.88	\$74.72
Architect 3 (AR3)	\$65.92	\$66.67
Architect 2 (AR2)	\$45.24	\$45.76
Architect 1 (AR1)	\$37.86	\$38.29
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$60.11	\$60.80
Construction Services 4 (CS4)	\$57.14	\$57.79
Construction Services 3 (CS3)	\$58.46	\$59.13
Construction Services 2 (CS2)	\$33.08	\$33.46
Technician 3 (T3)	\$39.18	\$39.63
Technician 1 (T1)	\$20.04	\$20.27
Administrative 3 (A3)	\$56.24	\$56.88
Administrative 2 (A2)	\$30.66	\$31.01
Administrative 1 (A1)	\$26.94	\$27.25

Boone County Highway Department

Boone

TBD

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE	143.97%
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COMPLEXITY FACTOR	0
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44,958

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1 Data Collection			2 Stream Hydrology / Hydraulic Analysis And Report			3 Bridge Bundling			4 Meetings, Administration and Management					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	78.00	18.0	4.81%	3.75	6	42.86%	33.43				8	20.00%	15.60	4	33.33%	26.00			
Engineer 3 (E3)	69.50	56.0	14.97%	10.41				32	10.39%	7.22	16	40.00%	27.80	8	66.67%	46.33			
Engineer 2 (E2)	48.68	180.0	48.13%	23.43	4	28.57%	13.91	160	51.95%	25.29	16	40.00%	19.47						
Engineer 1 (E1)	36.41	120.0	32.09%	11.68	4	28.57%	10.40	116	37.66%	13.71									
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	67.67	0.0																	
Planner 3 (P3)	47.23	0.0																	
Architect 4 (AR4)	74.72	0.0																	
Architect 3 (AR3)	66.67	0.0																	
Architect 2 (AR2)	45.76	0.0																	
Architect 1 (AR1)	38.29	0.0																	
Environmental Scientist 4 (E)	78.00	0.0																	
Industry Specialist 3 (IS3)	60.80	0.0																	
Construction Services 4 (C)	57.79	0.0																	
Construction Services 3 (C)	59.13	0.0																	
Construction Services 2 (C)	33.46	0.0																	
Technician 3 (T3)	39.63	0.0																	
Technician 1 (T1)	20.27	0.0																	
Administrative 3 (A3)	56.88	0.0																	
Administrative 2 (A2)	31.01	0.0																	
Administrative 1 (A1)	27.25	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		374.0	100%	\$49.27	14.0	100.00%	\$57.74	308.0	100%	\$46.22	40.0	100%	\$62.87	12.0	100%	\$72.33	0.0	0%	\$0.00

COMPANY NAME: TRANSYSTEMS CORPORATION
PTB NUMBER: Boone County Piscasaw Creek Bridge Bundling
TODAY'S DATE: 6/21/2022

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		200	\$0.585	\$117.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		2	\$100.00	\$200.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Flood Insurance Study (FIS)	Actual Cost			\$0.00	\$0.00
Title Commitments	Actual cost			\$0.00	\$0.00
Permit Fees	Actual Cost			\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$317.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific



208 East Main Street
Suite 100
Belleville, Illinois 62220
618.233.5877 *phone*
618.233.5977 *fax*

MCHENRY COUNTY HIGHWAY DEPARTMENT – MCHENRY COUNTY PISCASAW CREEK BRIDGES

- **COUNTY LINE ROAD BRIDGE [SN: 004-3017] MCHENRY COUNTY**
- **STREIT ROAD BRIDGE [SN: 056-3065] MCHENRY COUNTY**

KEG SUPPLEMENT TO SUB-AGREEMENT WITH CHASTAIN

SCOPE OF WORK

Kaskaskia Engineering Group, LLC (KEG) will perform the following environmental tasks associated with the Boone/McHenry County Bridge Bundle project, in McHenry County, Illinois.

1. *Environmental Resource Review and Agency Coordination*

KEG will initiate the environmental resource review and agency coordination on the project by completing IDOT-BDE's online ESR application (one submittal for both bridges), per Chapter 27-1 of the BLRS Manual. KEG will conduct informal agency coordination for threatened, endangered, and rare species that may be present within or adjacent to the project area. This includes coordination with Illinois Department of Natural Resources (IDNR) via the online Ecological Compliance Assessment Tool (EcoCAT), and coordination with U.S. Fish and Wildlife Service (USFWS) via the online Information for Planning and Consultation (IPaC) tool. Piskasaw Creek is considered a Primary Priority Water by IDNR & IEPA because it has high integrity (Class A rating) within the reaches of both bridges. Due to the high stream ratings by IDNR, it is likely that an Incidental Take Agreement (ITA) will be required. KEG will also participate with Chastain, IDOT, and the McHenry County Highway Department, as necessary, in coordination with the IDNR, IEPA, and/or USACE concerning any permitting issues.

2. *T&E Incidental Take Authorization Evaluation and Documentation (if required)*

It is KEG's understanding that the projects present a potential for impact to state threatened and/or endangered (T&E) species within Piskasaw Creek. If required, KEG will work with the Illinois Department of Natural Resources (IDNR) to prepare the necessary Conservation Plan (CP) documentation in order to obtain an incidental take authorization (ITA). This effort will include review of current and previous T&E investigations and coordination with IDNR on location of T&E species adjacent to the bridge. The CP and the ITA would be completed under the guidance outlined in the IDNR ITA guidance document and Section 26-9 of the IDOT Bureau of Design and Environment (BDE) Manual.

- A. Data Review/Compilation:** KEG will coordinate with IDNR to review background data and T&E survey data for each species that may be present within or adjacent to the project area.
- B. Conservation Plan:** KEG will work with IDNR to develop and submit the draft CP and submit to the IDNR ITA Coordinator for review/approval. KEG will work with the IDNR ITA Coordinator to address comments and re-submit the CP. Further comments by IDNR ITA on the CP will be addressed by KEG, as necessary.

- C. Public Notice of Conservation Plan:** KEG will work with IDNR to provide public notice of the CP. A Public Notice of the CP availability will be drafted and published in both the official State newspaper and a local newspaper in the area in which the project is taking place. The public notice will be posted once in the official State newspaper, and once a week for three consecutive weeks (with no less than 14 days between the first and last posting) in the local newspaper. The single post in the official State newspaper will occur on the same day as the first post in the local newspaper. The public comment period will be open for an additional 30 days following the final publication in the local newspaper. KEG will mail a copy of the final CP to be made available at a public library in the county in which the project is taking place. KEG will also provide a copy of the CP to the Illinois Endangered Species Protection Board (IESPB) at the same time that the CP is made available to the public. KEG will provide an analysis of each public comment received and revise the CP, if necessary.
- D. Final Conservation Plan/Incidental Take Agreement:** After the 120-day final review of the CP by the IDNR ITA Coordinator, if necessary, KEG will work with the IDNR to address additional requirements, terms, and conditions required by the IDNR ITA Coordinator to complete the ITA. Once the final CP is approved, KEG will review the ITA drafted by the IDNR ITA Coordinator.

3. Environmental Documentation

During Phase I, and likely concurrent with the bridge TS&L plans, KEG will work with Chastain to prepare the appropriate environmental documentation, likely the *Local Project Development Report for Group II Categorical Exclusions and Design Approval* form (BLR 22210, herein 'CE'), in order to obtain the necessary environmental approvals from IDOT. The CE will include results from the ESR, agency coordination, and wetland survey and delineations. KEG will prepare a Draft CE (one CE for both bridges), using the appropriate current IDOT document template per the IDOT-BLRS Manual (2018), for client review/comment. The team will revise the Draft CE, as necessary, and submit to IDOT for review and comment. We will then revise the Draft CE based upon IDOT comments and submit the Final CE for IDOT-BLRS approval. This task will also include coordination with the design team on Phase I design documents, submitted in coordination with the CE.

4. IL Joint Permit Application

Upon approval of the CE in Phase I, the environmental services under Phase II will focus on the approval of the necessary permit applications. It is anticipated that a 401/404 Regional General Permit #38 (road crossings) and an IDNR Statewide Permit #11 (bridge and culvert replacement structures and bridge widenings) will be sought for this project. Piscasaw Creek is considered a Primary Priority Water by IDNR & IEPA because it has high integrity (Class A rating) within the reaches of all three bridges. Due to the high quality of Piscasaw Creek, KEG will coordinate with the permitting agencies early in the permitting process regarding impact minimization and best management practices before, during, and after construction, and to determine the amount and type of mitigation, if required, under this Phase of the project. KEG will submit the application package for review and then revise the package, if necessary, based upon agency comments, and submit for final approval.

5. Mitigation and Monitoring Plan (if required)

If mitigation is required, KEG would perform the following tasks to support the identification of wetland and/or stream mitigation sites to satisfy State and Federal environmental permitting requirements:

- A. Project Field Visits:** KEG will perform a field visit to a planned wetland and/or stream mitigation site to survey, document, and evaluate. This will include one field visit with USACE, IEPA, and IDNR staff, as appropriate, to review existing/potential options to determine acceptability to the agencies.
- B. Conceptual Mitigation Plan:** KEG will prepare a draft conceptual mitigation plan containing a description of a wetland and/or stream mitigation area, aerial photos, and maps. The team will revise the draft, as necessary, and submit a final report to Chastain and the agencies to incorporate into the Illinois Joint Permit application.
- C. Land-Owner Coordination:** KEG will work closely with Chastain to perform early coordination with landowners for potential mitigation areas. KEG will consolidate and summarize comments received from landowners and submit these findings to IDOT as part of the conceptual mitigation plan report.
- D. Agency Coordination:** KEG will participate with Chastain and the McHenry County Highway Department in coordination with the IDNR, IEPA, and/or USACE concerning any mitigation plan issues, as necessary.

6. Project Meetings

This task includes KEG staff virtually attending up to three (3) monthly project coordination meetings, as organized or determined by the McHenry County Highway Department or Chastain Project Manager and reviewing subsequent meeting minutes.

7. Project Administration & QA/QC

KEG will perform internal quality assurance and quality control services for their work and for their team, in general. This task also involves project management, invoicing, preparation of progress reports, and coordination with Chastain, as necessary.

Estimated Cost

The cost estimate for this Work Plan is presented in the attached Cost Estimate of Consultant Services (CECS).

Assumptions

- One (1) ESR will be completed/submitted.
- One (1) Project Development Report (PDR) (i.e., BLR 22210) will be completed/submitted.
- No right-of-way acquisitions.

Deliverables

- One (1) ESR Form submittal
- IDNR EcoCAT Determination
- USFWS IPaC Determination
- ITA, if required
- One (1) CE Document
- One (1) IL Joint Permit Application Package
- Mitigation and Monitoring Plan, if required

Chastain to Provide

- Applicable Project Background Information and Assistance with Landowner Coordination, if required for mitigation.
- Project ESR Limits
- Design Plans and Impact Drawings for Permit Application

Items Specifically Not Included in Scope

- Application for permits other than those outlined above.
- Threatened and Endangered species surveys or formal Section 7 consultation with USFWS.
- Historic or cultural resource surveys or consultation.
- Special Waste Review (i.e., Phase I Environmental Site Assessment)
- Preliminary Site Investigation
- Noise Analysis
- Public Engagement Efforts, other than those outlined above.

**Local Public Agency**

McHenry County Highway Department

County

McHenry

Section Number**Consultant (Firm) Name**

Kaskaskia Engineering Group, LLC

Prepared By

Virginia Flynn

Date

6/1/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM 24 MONTHS
START DATE 7/1/2022
RAISE DATE 1/1/2023
END DATE 6/30/2024

OVERHEAD RATE 168.78%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2022	1/1/2023	6	25.00%
1	1/2/2023	1/1/2024	12	51.00%
2	1/2/2024	7/1/2024	6	26.01%

The total escalation = 2.01%

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.01%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

McHenry County Highway Department

McHenry

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR	0
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McHenry County Highway Department

McHenry

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Environmental Resource Review and Agency Coordination			T&E Incidental Take Authorization Eval. & Documentation, if required			Environmental Documentation			IL Joint Permit Application			Mitigation and Monitoring Plan, if required		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Manager	78.00	1.0	0.34%	0.27															
Prinicpal Engineer	78.00	15.0	5.14%	4.01	2	6.67%	5.20	2	3.03%	2.36	2	3.03%	2.36	2	5.26%	4.11	2	3.45%	2.69
Senior Engineer	66.66	0.0																	
Project Manager	56.27	133.0	45.55%	25.63	16	53.33%	30.01	24	36.36%	20.46	24	36.36%	20.46	20	52.63%	29.62	40	68.97%	38.81
Project Engineer	47.03	0.0																	
Staff Engineer	31.43	0.0																	
Technician	43.54	0.0																	
Senior Bio/Scientist	46.49	105.0	35.96%	16.72	8	26.67%	12.40	38	57.58%	26.76	24	36.36%	16.90	16	42.11%	19.57	16	27.59%	12.82
Bio/Scientist	35.56	0.0																	
GIS Manager	46.12	22.0	7.53%	3.47	4	13.33%	6.15	2	3.03%	1.40	16	24.24%	11.18						
Construction Administrator	27.89	0.0																	
Administrative Personnel	43.11	16.0	5.48%	2.36															
Intern	16.83	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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TOTALS		292.0	100%	\$52.46	30.0	100.00%	\$53.76	66.0	100%	\$50.99	66.0	100%	\$50.91	38.0	100%	\$53.29	58.0	100%	\$54.32

[illegible]

LEGEND
W.O. = Work Order
J.S. = Job Specific



C.E.S. Inc. – Main Office
700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Fax: (815) 544-0421

C.E.S. dba Survey-Tech
104 A Maple Court
Rochelle, IL 61068
Phone: (815) 562-8771
Fax: (815) 562-6555

Kevin.Bunge@Civlideas.com

**BOONE COUNTY PISCASAW CREEK BRIDGE BUNDLE
SURVEYING AND DATA COLLECTION
AMENDMENT #1 (ADD 2 MCHENRY COUNTY BRIDGES)
Scope and Fees**

Date: Revised June 8, 2022

Scope For Each Bridge:

Email utility companies for a JULIE map request and receive applicable maps. Deliver copies of said maps to prime consultant.

Creek Cross Sections at the subject bridge face, 100', 500' and 1000' both upstream and downstream approximately 150' north and south of the creek centerline.

Survey Stream centerline profile from 1000' to 2000' upstream and downstream of the subject structure (Approximate spacing is 200').

Survey bridge openings (upstream and downstream) at the subject bridge.

Topo deck, abutments, piers, wingwalls, slope walls and miscellaneous bridge features.

Topo roadway (roadway, break lines, EOP, EOS, ditches, paths, and miscellaneous items for 750' each direction from the existing bridge).

Locate visible utility appurtenances (i.e. signs, poles, pedestals, JULIE markings).

Locate manholes, inlets and catch basins including cuts to inverts and pipe sizes/pipe materials.

Take pictures from bridge in all directions (including landscape and vegetation).

Take pictures from an upstream and downstream location of the bridge opening and slope conditions. Take pictures of utility markers.

Set 4 control point rebars with location and elevation noted at each bridge location.

Sketch (in field-book) 3 ties to each control point.

Prepare CAD file of existing features drawing including linework, objects and existing contour lines (One plan-view per bridge and road cross-sections at 50' spacing). Fees do not include CAD drafting of creek cross-sections.

Review, revise and deliver AutoCAD files to prime consultant and address comments.

Fees:

Capron Road Bridge (Base)

Mill Road Bridge

Denny Road Bridge

County Line Rd Bridge (004-3017) (See attachment 1)

Streit Rd Bridge (056-3065) (See attachment 2)

Legal Description and Drawing Exhibit (PER PARCEL)

Lump sum of \$ 6,950

Lump sum of \$ 5,950

Lump sum of \$ 5,950

Lump sum of \$ 7,150

Lump sum of \$ 5,950

Lump sum of \$ 950

Additional Cross Sections (per tributary)

Lump sum of \$ 600

Amendment #1 Accepted:

CHASTAIN & ASSOCIATES, LLC "ENGINEER"

Printed Name: _____

Title: _____

Date: _____

Signature: _____



TESTING SERVICE CORPORATION

Rockford Office

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

June 3, 2022

Mr. Curtis D. Cook, P.E.
Chastain & Associates, LLC
6832 Stalter Drive, Suite 100
Rockford, IL 61108

RE: P.N. 69,102
Geotechnical Exploration
Piscasaw Creek Bridges
County Line Road and Streit Road Bridges over Piscasaw Creek
SN 004-3017 Dunham Township & SN 056-3065 Dunham Township
McHenry County, Illinois

Dear Mr. Cook:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It is in response to your email dated May 26, 2022. The objectives of the Geotechnical Study are to explore soil and groundwater conditions and provide foundation recommendations in connection with the proposed Piscasaw Creek Bridges. It is understood that these two (2) bridges in McHenry County may be bundled with three (3) other bridges over Piscasaw Creek, located at Denny, Capron and Mill Roads in Boone County, Illinois

Boring Program:

You have requested that TSC drill a total of four (4) soil borings as part of our Geotechnical Exploration, with two (2) borings to be drilled at each bridge referenced above. They are to be extended to 75 feet below existing grade. Total drilling footage on this basis is estimated to be about 300 lineal feet.

For the purposes of this proposal we have assumed that the boring locations will be accessible to a conventional truck or ATV mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget. It is assumed that some traffic control, including one (1) flagger for traffic control, will be required for our field work at each bridge.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot depth intervals for at least the first 30 feet and not exceed 5-foot intervals below this level. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface. Bedrock may be cored a distance of 5 to 10 feet in one of the two borings at each bridge if solid rock is encountered in the upper approximate 25 feet.

In accordance with the International Building Code (IBC), the Site Class for seismic design is to be based on average soil properties in the top 100 feet. Where IBC 2006 or later has been enacted, Site Class D shall be used unless site specific soils information is available. To determine whether Site Class C is a possibility, it would be necessary to extend at least one (1) of the borings to 100' in depth (or rock if encountered shallower), or alternatively to measure soil shear wave velocity using the SeisOpt ReMi method. The added cost for SeisOpt ReMi testing is given in our Cost Estimate as an alternate.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

You requested that one (1) geotechnical engineering report for all structures be prepared upon completion of field and laboratory testing. The report will include typed boring logs and a location plan. The report will provide a summary of soil and groundwater conditions as well as address their impact on the proposed structures. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structures or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a total budget amount of Twenty Three Thousand Six Hundred and Sixty-Five Dollars (\$23,665.00) to provide the Geotechnical Explorations outlined above for the two (2) bridges in McHenry County, Illinois. The individual cost estimates for our work for each bridge are shown in the attached tables. Our proposal is based on the understanding that: the boring locations are accessible to conventional drilling equipment; some traffic control will be necessary for our field work; none of the borings are to be located in standing water, within wooded areas or on steeply sloping ground; and the work can be performed during standard weekday business hours. If Boone County or McHenry County can provide traffic control services during TSC's field work then some cost savings may be realized. Our fee is further subject to this proposal being accepted by you on or before October 31, 2022.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC must be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA requirements. The prices provided in the attached fee schedule assume that compliance with the IPWA is required.



Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr. Curtis D. Cook, P.E.
Chastain & Associates, LLC
6832 Stalter Drive, Suite 100
Rockford, IL 61108
Tel: (815) 489-0050
Email: CCook@chastainengineers.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Rockford, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in blue ink, appearing to read "JLM", is written over the printed name of Jeffrey L. Martin.

Jeffrey L. Martin, P.E.
Rockford Branch Manager

JLM/rb

Enc: Cost Estimate
General Conditions
Project Data Sheet



Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
County Line Road Bridge over Piscasaw Creek (SN 004-3017)
Dunham Township, McHenry County, Illinois

ITEM		UNIT	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person- Mark Boring Locations, Obtain Surface Elevs, Arrange for Clearance of Underground Utilities	Hour	1.0	110.00	\$ 110.00
1.2	Utility Locator to Mark Private Underground Lines	Cost + 10%		Est. 850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	7,500.00	\$ 7,500.00
2.2	Drill Crew Regular Time (Up to 8.0 Hours per Day)	Hour		400.00	\$ 0.00
2.3	Drill Crew Overtime (Over 8.0 Hours or Saturday)	Hour		550.00	\$ 0.00
2.4	Flagger for Traffic Control	Hour	18	112.00	\$ 2,016.00
2.5	Traffic Control Signage	Day	2	100.00	\$ 200.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural Syst. & Classify Using Unified Soil Classification Syst.	Each	42	4.00	\$ 168.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	34	8.00	\$ 272.00
3.3	Unconfined Compressive Strength of Cohesive Soils or Torvane Shear Strength Measurement	Each	12	16.00	\$ 192.00
3.4	Dry Unit Weight Determination	Each		8.00	\$ 0.00
3.5	Evaluate RQD of Rock Core	Each		50.00	\$ 0.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity	Each		1,100.00	\$ 0.00
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	525.00	\$ 525.00
ESTIMATED TOTAL					\$ 10,983.00
RECOMMENDED BUDGET					\$ 10,990.00



COST ESTIMATE
Streit Road Bridge over Piscasaw Creek (SN 056-3065)
Dunham Township, McHenry County, Illinois

ITEM		UNIT	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person-Mark Boring Locations, Obtain Surface Elevs, Arrange for Clearance of Underground Utilities	Hour	2.0	110.00	\$ 220.00
1.2	Utility Locator to Mark Private Underground Lines	Cost + 10%		Est. 850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	7,500.00	\$ 7,500.00
2.2	Drill Crew Regular Time (Up to 8.0 Hours per Day)	Hour		400.00	\$ 0.00
2.3	Drill Crew Overtime (Over 8.0 Hours or Saturday)	Hour		550.00	\$ 0.00
2.4	Flagger for Traffic Control	Hour	18	112.00	\$ 2,016.00
2.5	Traffic Control Signage	Day	2	100.00	\$ 200.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	4.00	\$ 168.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	34	8.00	\$ 272.00
3.3	Unconfined Compressive Strength of Cohesive Soils or Torvane Shear Strength Measurement	Each	12	16.00	\$ 192.00
3.4	Dry Unit Weight Determination	Each		8.00	\$ 0.00
3.5	Atterberg Limits	Each		100.00	\$ 0.00
3.6	Sieve Analysis with Hydrometer	Each		130.00	\$ 0.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	2,100.00	\$ 2,100.00
4.2	Senior Geotechnical Engineer for Report Preparation, to Consult or Attend Project Meetings	Hour		200.00	\$ 0.00
ESTIMATED TOTAL					\$ 12,668.00
RECOMMENDED BUDGET					\$ 12,675.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached 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 TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____