



Local Public Agency Engineering Services Agreement

Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal PE	Agreement Type Supplement	Number 1
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LOCAL PUBLIC AGENCY

Local Public Agency County of McHenry	County McHenry	Section Number 19-00511-00-SP	Job Number P-91-014-20
Project Number IQWX(592)	Contact Name Joyce DeLong	Phone Number (815) 334-4980	Email jjdelong@mchenrycountyil.gov

SECTION PROVISIONS

Local Street/Road Name Walkup Road/Crystal Lake Road	Key Route FAU0085	Length 4.3 miles	Structure Number
Location Termini Bull Valley Road to Hillside Road			Add Location
			Remove Location

Project Description
 The project includes Phase I and Phase II engineering services to upgrade five (5) traffic signals (Hillside Road, Pleasant Hill Road, Edgewood Road, Crystal Springs Road, and Mason Road) to flashing yellow arrow operations and completely reconstruct the traffic signal at the intersection of Crystal Lake Road and Bull Valley Road. Other improvements include updating any ramps that do not currently meet PROWAG standards.

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

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Hanson Professional Services Inc	Contact Name Kurt Bialobreski	Phone Number (309) 713-1408	Email kbialobreski@hanson-inc.com
Address 750 Warrenville Road, 200 Suite 200	City Lisle	State IL	Zip Code 60532

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: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- Exhibit E: Manhours Summary
- _____
- _____

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 for Preliminary and/or Design Engineering: 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. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 United States 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.
9. 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.
10. 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 affix 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).
11. 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 DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

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

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Anniversary

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. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. 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.
3. 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 save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage 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.
4. 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 material 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.
5. 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 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.

6. 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.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work 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.
8. 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 e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. 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 include but are not limited to: acts of God or a public enemy; act 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.

10. 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 of 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 project. 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.

- 11. 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.).
- 12. 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 (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc	37-0844717	\$15,101.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Wang Engineering, Inc.	36-3191909	\$12,703.00
Subconsultant Total		\$12,703.00
Prime Consultant Total		\$15,101.00
Total for all work		\$27,804.00

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	Hanson Professional Services Inc	McHenry	19-00511-00-SP

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

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

See Attached

Route	WalkUp Road/Crystal Lake Road Corridor
Local Agency	McHenry County Division of Transportation
Section	19-00511-00-SP
Job No.	P-91-014-20
Proj. No.	IQWX(592)
Type of Funding	Highway Safety Improvement Program (HSIP), RTA Sales Tax, Motor Fuel Tax (MFT)

**PHASE I AND PHASE II ENGINEERING FOR THE INSTALLATION OF FLASHING YELLOW ARROWS
ON THE
WALKUP ROAD/CRYSTAL LAKE ROAD CORRIDOR
AMENDMENT 1**

McHENRY COUNTY DIVISION OF TRANSPORTATION

EXHIBIT A - SCOPE OF SERVICES

(Work and services are defined as work in this agreement.)

The McHenry County Division of Transportation, hereafter referred to as Local Public Agency (**LPA**), has initiated a project requiring professional engineering services by Hanson Professional Services Inc. (hereafter referred to as the **ENGINEER**) for the Preliminary Engineering (Phase I) and Design Engineering (Phase II) for the subject project.

UNDERSTANDING OF THE PROJECT

Project Locations. Project locations include the following local intersection locations:

- Bull Valley Road and Crystal Lake Rd
- Mason Hill Road and Crystal Lake Road
- Crystal Springs Road and Walkup/Crystal Lake Road
- Edgewood Road and Walkup Road
- Pleasant Hill Road and Walkup Road
- Hillside Road and Walkup Road

Existing Facility. Walkup Road in McHenry County travels north and south. The project limits are from the intersection of Walkup Road and Hillside Road on the south to the intersection of Crystal Lake Road and Bull Valley Road on the north. Walkup and Crystal Lake Road are primarily a two lane roadway with a painted median or two-way left turn lane, occasional right turn lanes, and a multi-use path on the east side from Hillside Road to Pleasant Hill Road. The roadway mainly passes through residential neighborhoods and some commercial areas. Walkup and Crystal Lake Road has an urban cross section with curb and gutter and storm sewer from Hillside Road to Mason Hill Road. Crystal Lake Road switches to a rural, open drainage system approximately 0.60 miles north of the intersection with Mason Hill.

There are six (6) signalized intersections along the corridor within the project limits. All of these intersections have protected-permissive left turn phasing.

Pleasant Hill Road at Walkup Road currently has crosswalks on the south and west legs of the intersection and a sidewalk only on the south leg.

Hillside Road at Walkup Road has a crosswalk on the east leg of the intersection and a sidewalk that runs along the north and south legs.

There are no crosswalks or adjacent sidewalks at any of the other four intersections.

Roadway Functional Class. The Illinois Department of Transportation (STATE) has designated the roadway functional classification as Walkup Road as a minor arterial with a current (2017) AADT that varies from 2,950 to 11,600 vehicles.

Environmental Impact Classification. For the purposes of this **Scope of Services**, it is assumed that the project will be classified as a State Approved Categorical Exclusion (Formerly CE Group I) according to Chapter 19 of the STATE BLRS Manual.

Funding. The total funding currently available is \$822,400. Highway Safety Improvement Program (HSIP) funds were secured for this project in the amount of \$740,160. Local funds will be used to cover the 10% local match cost of the project. Additional HSIP funding may be pursued if it is determined the project cost is significantly higher than original estimates.

Intersection Improvements. Intersection improvement elements necessary to deploy flashing yellow arrow operations will include complete replacement of the traffic signal at Bull Valley Road and Crystal Lake Road, and at the five (5) other intersections the replacement of some existing mast arm assemblies and poles, associated foundations, conduit, and electric cabling. Additional upgrades at the intersections will be considered such as replacement of existing traffic signal cabinets and controllers, Un-interruptible Power Supply (UPS) systems, relocation of Emergency Vehicle Preemption, accessibility modifications to sidewalk and pedestrian curb ramps for ADA/PROWAG compliance at locations where crossings currently exist, and installation of new interconnect conduit and fiber optic cable.

Submittals. All project submittals will be submitted to the **LPA** for review and comment prior to being submitted to the STATE and other agencies.

Stakeholders. This project anticipates coordination with the following stakeholders, agencies, and utilities:

- McHenry County Division of Transportation
- City of Crystal Lake
- City of McHenry
- Village of Bull Valley
- Nunda Township
- Local School Districts
- Local Fire Districts
- Local Police Departments
- Adjacent Property Owners
- Identified utility companies

Coordination with the following agencies will be initiated in Phase I:

- Illinois Department of Transportation District 1
 - Bureau of Local Roads and Streets
- Federal Highway Administration (FHWA)
- McHenry County Planning & Development (MCP&D)
- McHenry-Lake County Soil and Water Conservation District (MLSWCD)

Subconsultant List. The **ENGINEER** will use the following subconsultants and their indicated services to complete the project.

1. Wang Engineering
 - Task 3 – Geotechnical Subsurface Investigation

Summary. The Scope of Services for the Phase I engineering involves completing all necessary documentation to achieve a State Approved CE. Included in this Phase I scope will be a Preliminary Environmental Site Assessment (PESA) and Preliminary Site Investigation (PSI), topographic survey, geotechnical investigation, sidewalk ramp layout, signal layout, and preparation of the BLR 19100 form with all associated documentation. The Scope of Services for Phase II engineering involves the development of contract documents including plans, specifications, and estimates, permitting, and Phase III assistance. The project plans and specifications will be prepared in accordance with IDOT federal aid requirements for an IDOT letting.

The original scope of services has not been modified. The following services have been added to the original scope.

TASK 1 – WALKUP ROAD AND HILLSIDE ROAD INTERSECTION DESIGN

During Phase I and Phase II, it was determined additional crosswalks were needed at the intersection. The additional crosswalks did not meet PROWAG cross slope design criteria. Improvement alternatives considered included extensive resurfacing and curb and gutter replacement or leaving the existing condition and pursuing a Maximum Extent Practical (MEP) waiver.

Intersection Grading. Staff designed the intersection grades to determine limits of construction and opinions of probable cost using the existing topographic survey information.

ADA Ramp Design. After designing the intersection grading plan, staff redesigned the pedestrian ramps and traffic signal layout to accommodate the new crosswalks and level landing areas.

MEP Waiver and Project Management. Given the circumstances of the preliminary design and information obtained through coordination with IDOT, staff and the LPA determined that pursuing an MEP waiver was the appropriate course of action. Staff completed the correspondence and provided the preliminary MEP waiver to the LPA.

TASK 2 – ADA RAMP DESIGN

During the review process, detailed changes to the layout and design of the proposed pedestrian ramps were requested by the LPA. A detailed topographic survey will be performed to document existing field conditions that will serve as the basis for the preliminary and design engineering for this project.

Disposition of Comments. Due to the nature of the requests, staff researched allowable pedestrian ramp layouts, responded to the comments, and attend meetings with the LPA.

Pedestrian Ramp Grading Details. Based on the disposition of comments, staff designed and provided grading details in the construction documents for:

- One (1) additional perpendicular ramp
- Eight (8) concrete flares
- Four (4) ramps associated with additional crosswalks.

TASK 3 – GEOTECHNICAL SUBSURFACE INVESTIGATION

Wang Engineering will serve as a subconsultant to the **ENGINEER** to perform soil borings to establish the extent of contamination at the Bull Valley Road and Crystal Lake Road intersection. The work associated with this scope was significantly delayed due to the pandemic and other factors beyond the control of the consultant or the LPA. The subsequent delays resulted in increased project costs.

Coordination. The **ENGINEER** anticipates and has allotted for one (1) field meeting with the geotechnical firm to layout and coordinate the borings.

Potentially Impacted Property (PIP) Evaluation. Soil testing (including pH) will be performed at the Bull Valley Road and Crystal Lake Road intersection to determine if there are areas for special waste disposal and satisfy the Clean Construction or Demolition Debris (CCDD) requirements. This includes the preparation of the LPC 662 or LPC 663 form as required.

Traffic Control. The geotechnical subconsultant’s scope of service will include all necessary traffic control and flagman required to complete their subsurface drilling and testing operations. They will also be responsible for acquiring any required permits from the Township.

Geotechnical Report. A Geotechnical Report will be prepared to document the findings used in the development of the project. An electronic copy of the final report will be provided to the **LPA** for their records.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	Hanson Professional Services Inc	McHenry	19-00511-00-SP

**EXHIBIT B
PROJECT SCHEDULE**

There are no changes to the project schedule.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
County of McHenry	Hanson Professional Services Inc	McHenry	19-00511-00-SP

Exhibit C
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 McHenry County Division of Transportation	County McHenry	Section Number 19-00511-00-SP
Prime Consultant (Firm) Name Hanson Professional Services Inc	Prepared By Kurt Bialobreski	Date 2/9/2023
Consultant / Subconsultant Name 	Job Number P-91-014-20	

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

Remarks

Amendment 1

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	160.64%
START DATE	11/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	2/28/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2022	1/1/2023	2	50.00%
1	1/2/2023	3/1/2023	2	51.00%

The total escalation = 1.00%

Local Public Agency	County	Section Number
McHenry County Division of Transportation	McHenry	19-00511-00-SP
Consultant / Subconsultant Name		Job Number
		P-91-014-20

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$86.00	\$86.00
E/A/S VIII	\$80.47	\$81.27
E/A/S VII	\$74.41	\$75.15
E/A/S VI	\$61.57	\$62.19
E/A/S V	\$52.03	\$52.55
E/A/S IV	\$43.59	\$44.03
E/A/S III	\$37.83	\$38.21
E/A/S II	\$35.67	\$36.03
E/A/S I	\$32.88	\$33.21
M/D	\$51.03	\$51.54
Tech VII	\$45.07	\$45.52
Tech VI	\$42.25	\$42.67
Tech V	\$37.12	\$37.49
Tech IV	\$33.11	\$33.44
Tech III	\$26.94	\$27.21
Tech II	\$23.25	\$23.48
Tech I	\$22.10	\$22.32
Aide	\$16.00	\$16.16
Admin VII	\$64.62	\$65.27
Admin VI	\$46.69	\$47.16
Admin V	\$37.18	\$37.55
Admin IV	\$31.03	\$31.34
Admin III	\$23.39	\$23.62
Admin II	\$21.96	\$22.18
Admin I	\$15.00	\$15.15

Local Public Agency

McHenry County Division of Transportation

County

McHenry

Section Number

19-00511-00-SP

Consultant / Subconsultant Name

Job Number

P-91-014-20

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 (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
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)			\$0.00
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
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency

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COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 160.64%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS <small>(not included in row totals)</small>	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Walkup Road and Hillside Road Intersection Design		52	2,665	4,281	879		7,825	28.14%
ADA Ramp Design		50	2,478	3,980	818		7,276	26.17%
Geotechnical Subsurface Investigation			-	-	-	12,703	12,703	45.69%
			-	-	-		-	
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$0.00	
TOTALS		102	5,143	8,261	1,697	12,703	27,804	100.00%

13,404

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

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Walkup Road and Hillside Road Intersection Design			ADA Ramp Design			Geotechnical Subsurface Investigation								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	18.0	17.65%	15.18	8	15.38%	13.23	10	20.00%	17.20									
E/A/S VIII	81.27	0.0																	
E/A/S VII	75.15	8.0	7.84%	5.89	8	15.38%	11.56												
E/A/S VI	62.19	0.0																	
E/A/S V	52.55	0.0																	
E/A/S IV	44.03	0.0																	
E/A/S III	38.21	56.0	54.90%	20.98	36	69.23%	26.45	20	40.00%	15.28									
E/A/S II	36.03	0.0																	
E/A/S I	33.21	0.0																	
M/D	51.54	0.0																	
Tech VII	45.52	0.0																	
Tech VI	42.67	20.0	19.61%	8.37				20	40.00%	17.07									
Tech V	37.49	0.0																	
Tech IV	33.44	0.0																	
Tech III	27.21	0.0																	
Tech II	23.48	0.0																	
Tech I	22.32	0.0																	
Aide	16.16	0.0																	
Admin VII	65.27	0.0																	
Admin VI	47.16	0.0																	
Admin V	37.55	0.0																	
Admin IV	31.34	0.0																	
Admin III	23.62	0.0																	
Admin II	22.18	0.0																	
Admin I	15.15	0.0																	
		0.0																	
		0.0																	
TOTALS		102.0	100%	\$50.42	52.0	100.00%	\$51.24	50.0	100%	\$49.55	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



INVOICE

Lombard, IL
630-953-9928

Project Mgr: Cornelia Marin

Project: Hanson - Walkup Road Improvements
Walkup Road and Deerwood Drive
Crystal Lake, IL

To: Hanson Professional Services Inc
Attn: Matthew Fletcher
7625 N. University St. Ste 200
Peoria, IL 61614

REMIT TO:	
Invoice Number: TH91614	
Wang Engineering, Inc.	
PO Box 959673	
St. Louis, MO 63195-9673	
Federal E.I.N.: 36-3191909	

Project Number:	KE225278
Invoice Date:	1/03/2023
For Period:	10/09/2022 to 12/31/2022

Hanson Project No: 19L0111-9600

Quantity	Description of Services	Rate	Total
Direct Project Labor			
1.00 Hour(s)	QA/QC	\$242.62	\$242.62
1.00 Hour(s)	Project Manager	\$221.07	\$221.07
5.50 Hour(s)	Senior Engineer	\$221.07	\$1,215.89
31.25 Hour(s)	Project Geologist/Project Engineer	\$132.49	\$4,140.31
0.25 Hour(s)	Administrative Assistant	\$132.03	\$33.01
16.00 Hour(s)	Assistant Geologist / Assistant Engineer	\$109.24	\$1,747.84
		Subtotal	\$7,600.74
Direct Project Expense			
3,720.00 @ Cost	Contract Drilling Wang Testing Services Inc; Inv# 1175	\$1.00	\$3,720.00
5,854.00 @ Cost	Contract Lab Services Environmental Monitoring and Technologies LLC; Inv# E2203568 Environmental Monitoring and Technologies LLC; Inv# E2203536	\$1.00	\$5,854.00
2,100.00 @ Cost	Contract Labor Work Zone Safety Inc; Inv# 58179B	\$1.00	\$2,100.00
2.00 Day(s)	Field Vehicle Daily (<100 Miles per Day)	\$65.00	\$130.00
		Subtotal	\$11,804.00

Invoice Total \$19,404.74

2019 Contract Amount = \$7347
Amendment Amount = \$12,038
New Total = \$19,405

TERMS: DUE UPON PRESENTATION OF INVOICE

Walkup Road HSIP Flashing Yellow Arrow – Phase I and Phase II

Exhibit E – Manhour Summary – Amendment 1

Hanson Professional Services Inc.								
Walkup Road		Role:						
Totals →		102	18	8	56	20	-	
Click here for Help inserting rows		Total	Principal	EASVII	EASIII	TVI	EASVI	EASII
Task #	Task Description							
1	Walkup/Hilltop Intersection Design	52	8	8	36	-	-	
	Intersection Grading	20		4	16			
	ADA Ramp Design	20		4	16			
	MEP	6	2		4			
	Project Management	6	6					
		-						
2	ADA Ramp Design	50	10	-	20	20	-	
	ADA Ramp Disposition of Comments	4			4			
	Ramp Grading Details	36			16	20		
	QA/QC	10	10					
		-						
		-						
		-						