

## PROFESSIONAL SERVICES AGREEMENT

For

Village of Spring Grove Surveying, Wetlands Study, Environmental Review, Structural Engineering, Drainage Engineering, Roadway Design, Permitting & Bidding Administration

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HR Green Project No. 2403261

July 26, 2024

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THIS **AGREEMENT** is between <u>Village of Spring Grove</u> (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

#### 1.1 General Understanding

The project is located along Main Street from Blivin Street/Richardson Road to the McHenry-Lake County line, on Blivin Street from US Route 12 to Main Street, and Richardson Road from Main Street to the entrance of Horse Fair Park. See Exhibit B herein for overall project location map.

Main Street, Blivin Street and Richardson Road are each under the jurisdiction of the McHenry County Division of Transportation (McDOT). CLIENT intends to enter into an Intergovernmental Agreement (IGA) with McHenry County for the proposed improvements.

CLIENT generally intends to replace existing sidewalks, install new sidewalk extensions, replace parking areas, and add pedestrian lighting in their downtown area. The downtown area is defined as Main Street from Blivin Street to Lorraine Street, Blivin Street between Hatchery Road and Main Street, and Richardson Road from Main Street to the entrance of Horse Fair Park. See Exhibit C herein for the limits and types of downtown improvements.

As part of the proposed improvements, McDOT intends to resurface both Main Street and Blivin Street. The Main Street resurfacing limits will extend from Blvin Street/Richardson Road to the McHenry-Lake County line, and on Blivin Street from US Route 12 to Main Street.

This AGREEMENT includes engineering services for both the CLIENT's downtown improvements and McDOT's resurfacing improvements.

The proposed improvements will be funded by the CLIENT and McHenry County per the aforementioned IGA.

## 1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS) Manual Chapter 41 for off-street parking and pedestrian accommodations;
- B. IDOT BLRS Manual Chapter 46 for pavement rehabilitation;
- C. McHenry County Stormwater Management Ordinance, including CLIENT-adopted amendments;
- D. Standard Specifications for Water and Sewer Main Construction in Illinois, and
- E. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways;

It is assumed the IDOT Local Roads office will not have oversight on the project.

A Phase I Project Development Report (PDR) is not required.



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It is assumed the improvements will be constructed entirely within the existing right-of-way (ROW); therefore, Plats of Highway and ROW Acquisition services are not included.

For the purposes of this AGREEMENT, it is assumed that construction of the proposed improvements will occur via two (2), complete construction contracts, as defined below in the Scope of Services.

It is assumed the proposed improvements can be constructed under traffic with flaggers and in accordance with the latest IDOT Highway Standards. Neither maintenance of traffic plans nor a detour plan will be required.

McDOT will be the permitting agency for the improvements and provide review comments.

There is no traffic signal work required at the intersection of Main Street and Wilmot Road.

Existing drainage outlets are assumed to be suitable for continued use.

As a certified community, the CLIENT will issue their own stormwater permit for the improvements.

Resurfacing plans beyond the limits of the downtown area (as shown on Exhibit B) will consist of a line diagram and colored aerials in similar fashion to McDOT's 2024 County Paving Project (Section 24-00574-00-RS) on Bay Road, Spring Grove Road and Hartland Road. There is no survey or detailed roadway design included in this AGREEMENT for the resurfacing only segments.

Scope of services performed by the COMPANY shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

#### 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

## 2.1 Land Surveying

Land Surveying services will only include the downtown area as shown on Exhibit C, excluding the Nippersink Creek Bridge.

#### A. Right of Way (ROW) Survey

COMPANY will recover existing right of way (ROW) evidence including approximately 2,400 feet of Blivin Street from Hatchery Road proceeding north and 900 feet of Main Street from Blivin Street proceeding east located in Spring Grove, Illinois. COMPANY will calculate the existing ROW as shown on provided plats of subdivision and plat of dedication/ROW maps to include on the base map.



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## B. Topographic Survey

Roadway survey will be taken at 50-foot cross section intervals extending ten (10) feet outside the ROW within the survey limits identified above but excluding the bridge over Nippersink Creek. The survey will include existing visible features and improvements including topography and improvements. Existing utilities will be surveyed from visible flags or markings. Storm sewer, sanitary sewer and water main structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Trees having a diameter of six (6) inches or greater will be located but species not identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011) and NAVD88 (US Survey Feet).

## C. Topographic Survey Base Map

COMPANY will generate a MicroStation Open Roads Designer (ORD) drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate.

#### 2.2 Environmental Review

COMPANY will conduct an environmental review and obtain additional environmental reviews from the appropriate agencies as detailed below.

## A. Illinois Department of Natural Resources

COMPANY will also utilize the Illinois Department of Natural Resources (IDNR) online EcoCAT (Ecological Compliance Assessment Tool) to obtain a consultation regarding the potential impacts from the proposed activity on Illinois threatened and endangered and threatened species and sites listed on the Illinois Natural Areas Inventory. It is assumed that the consultation will be obtained without additional studies and/or field archeological or cultural resource surveys.

## B. Threatened and Endangered Species Evaluation

COMPANY will conduct the Threatened and Endangered Species Evaluation upon availability of results from the IDNR EcoCat and Wetland Delineation activity. The Section 7 review will be completed through the United States Fish and Wildlife Service (USFWS).

## C. Illinois Historic Preservation Agency

COMPANY will prepare and submit an environmental submittal to the Illinois Historic Preservation Agency (IHPA) for review of construction impacts to cultural resources.

## 2.3 Wetlands

A. Waters of the United States and Wetlands



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A wetland delineation will be conducted to delineate the stream segments and potential wetlands within the project area. Wetland delineation will follow methods outlined in the Corps of Engineers Wetlands Delineation Manual and applicable supplement and include a Floristic Quality Assessment for each delineated wetlands. Wetland delineations are generally conducted from April 15th to October 15th.

## B. Section 404 Joint Application

COMPANY will coordinate Nationwide Permit (NWP) 14 through the Joint Application process with the US Army Corps of Engineers (USACE). Impacts to jurisdictional wetlands (Waters of the United States) are anticipated to be under 0.5 acres, thereby making NWP 14 applicable. If impacts should be greater than 0.5 acres, an Individual Permit will be required, which would be deferred to Phase 2 engineering. Isolated wetland impacts are not anticipated.

If applicable, COMPANY will identify potential mitigation bank locations for the required wetland and/or stream mitigation via the purchase of credits. The mitigation credits required will be determined based on the wetland quality, the acres impacted, the mitigation bank location and the mitigation ratios applied by USACE. It is assumed that any costs to purchase mitigation credits will be paid directly by CLIENT during the course of Phase 2 engineering.

## 2.4 Plans, Specifications & Estimates (PS&E)

Due to pending changes with floodplain mapping within the vicinity of the Nippersink Creek, the proposed improvements will be separated into two (2) sets of contract documents. The first project will consist of sidewalk and parking area improvements on Blivin Street between Hatchery Road and Main Street. The second project will consist of sidewalk, parking and lighting improvements on Richardson Road and Main Street; and will also include the resurfacing improvements on each of the three (3) streets.

## A. Contract Plan Preparation

COMPANY will develop plans for the proposed improvements as defined in the Project Understanding section above. The contract plans will be submitted to CLIENT and McDOT for review and concurrence at the 90% and 100% milestones. Bluebeam Revu will be used for electronic submittals to McDOT. Upon receipt of CLIENT and McDOT review comments, COMPANY will make reasonable updates to the contract documents and prepare the disposition of comments.

The following will be provided as part of the contract plans:

#### 1. Cover Sheet and General Information Sheets

Cover and general information sheets and will include the following: Index of Sheets, Index of Highway Standards, and Index of CLIENT Standards, Location Map, Project Number, Traffic Data and Design Designation and General Notes.



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## 2. Alignment, Ties & Benchmarks Sheets

Plan sheets consisting of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved though out construction of the project.

## 3. Typical Section Sheets

Existing and proposed typical sections to be used for the proposed improvements as well as a determination of the limits that each typical section will apply. The typical sections will include typical sections for the proposed grading and paving improvements for mainline and parking areas.

## 4. Summary of Quantities Sheets

Determination of the bid items to be included in the Project, along with an estimate of quantity for each item.

#### 5. Removal Plan Sheets

Develop existing condition and removal plan sheets at a scale of 1"=20'. These drawings will show existing features as identified during the topographic survey, private and municipal utility atlas information, and contract removal items for construction of the improvements.

#### 6. Resurfacing Plans

Develop roadway resurfacing and pavement marking plans as defined in the Project Understanding section above.

Prepare resurfacing plan drawings at a scale of 1"=50'. These drawings will show base mapping, existing public and private utility locations, proposed lane configurations, and proposed roadway alignments. Plans will depict pavement markings, and lane dimensions (width, tapers, storage lengths, etc.).

The pavement markings shall be as per the latest MUTCD and McDOT standards.

## 7. Roadway and Drainage Plan and Profile Sheets

Develop roadway and drainage plan and profile sheets for the downtown improvements section as defined in the Project Understanding section above.

Prepare plan drawings at a scale of 1"=20'. These drawings will show base mapping, existing public and private utility locations, proposed lane configurations, sidewalk extensions, parking stalls, and proposed roadway alignments. Plans will depict pavement markings, lane dimensions (width, tapers, storage lengths, etc.), PC's and PT's, radii dimensions, new drainage structures and pipes, and utility adjustments, which can be determined from coordination with the utility companies at the time of design (if applicable).



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#### 8. Erosion Control Plan Sheets

Develop a suitable plan for sedimentation and pollution prevention measures to be implemented during construction. Prepare erosion control drawings at a scale of 1"=50'. The plan will include provisions for the protection of adjacent properties and waterways during construction. The pollution prevention devices, procedures, and layouts shall be in compliance with McHenry-Lake County Stormwater Management Commission and Illinois Environmental Protection Agency (IEPA) requirements.

## 9. Intersection and Sidewalk Grading Plans

Provide identification of geometric layouts and elevation data for intersection plans and sidewalk ramp detailed grading plans. The scale of these plan sheets will be 1"=10'. Spot elevations will be provided along the edge of pavement and sidewalk to establish construction limits and demonstrate compliance with Americans with Disabilities Act (ADA).

#### 10. Construction Details

Design and drafting of miscellaneous details not included in the other items. Included are such items as special grading details, details for special storm sewers, or special paving details and other required details.

Construction details will also include applicable CLIENT details, McDOT details, IDOT Highway Standards, and IDOT District One Details.

#### 11. Cross Sections

Generate pre-final cross sections at 1"=10' horizontal and 1"=5' vertical scale at key locations for the downtown improvements as identified in the Project Understanding section above.

Roadway cross sections will generally be developed at fifty-foot (50') intervals depicting finished grade line elevation. Cross sections will show the existing ground elevations as well as the proposed grading, including foreslope and backslope information, and special subgrade treatment (if applicable).

This task also consists of the calculation of earthwork volumes, indicating estimated earthwork volume and developing plan sheets for earthwork quantities.

## B. Specifications

- 1. COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:
  - a. Supplemental Specifications and Recurring Special Provisions;
  - Project Specific Special Provisions (including those required by CLIENT and McDOT);



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- c. IDOT BLRS Special Provisions; and
- d. IDOT Bureau of Design and Environment (BDE) Special Provisions.
- 2. Should the improvements exceed one (1) acre of disturbance, a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be prepared to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), established by the Illinois Environmental Protection Agency (IEPA). The SWPPP and NOI will be included with the specifications.

#### C. Estimates

1. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC) for the project and submit to CLIENT and McDOT for review and approval at the 90% and 100% percent milestones.

## 2.5 Structural Engineering

The proposed sidewalk extensions along Blivin Street will require retaining wall(s) parallel with the roadway to limit impacts to adjacent properties and natural resources such as potential wetlands.

COMPANY will study various retaining wall types most applicable to the planned improvements and soil conditions. The study will include a determination of wall length and height, and wall cost estimates.

## A. Retaining Wall Type Study

COMPANY will evaluate up to three (3) alternatives for the proposed retaining walls and prepare a Technical Memorandum recommending a preferred alternative based on constructability, impacts and cost. Anticipated retained heights are understood to be less than 7 feet tall, so no TS&L submittals or structure number requests are part of the scope.

## B. Structural PS&E

COMPANY will prepare plans, specifications and estimates for installation of the retaining walls. The plans, specifications and estimates will be submitted to CLIENT and McDOT for review and concurrence at the 90% (pre-final) and 100% (final) milestones. The following will be provided as part of the plans, specifications and estimates for this project. If number of plan sheets required exceeds the assumed sheet list below, or if extra design effort is required to stabilize soil conditions prior to wall construction, such items will be considered extra work to the contract:

#### 1. Plan Sheets

Item	No. of Sheets
General Plan and Elevation (GP&E)	3
Retaining Wall Details	1
Soil Boring Logs	4
Total	15



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## 2. Specifications

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:

- a. Supplemental Specifications and Recurring Special Provisions;
- b. Project Specific Special Provisions;
- c. IDOT BLRS Special Provisions;
- d. IDOT BDE Special Provisions; and
- e. IDOT Guide Bridge Special Provisions.

#### 3. Estimates

COMPANY will prepare the following estimates for the project and submit to CLIENT and McDOT for review and concurrence at the 90% and 100% milestones:

a. Engineer's Opinion of Probable Construction Cost.

## 2.6 Drainage Engineering

#### A. Roadway Drainage

McDOT has requested that the sidewalk and parking improvements include curb and gutter. Existing storm sewer outlets will be maintained. Existing storm sewers beneath the roadway and parking areas will be replaced as needed, due to condition, bury depth, or need to change the pipe size and/or material. COMPANY will prepare a Drainage Report for the proposed downtown improvements. The Drainage Report will be prepared based on CLIENT and McDOT Standards. The Report will not be in an IDOT format. The calculations for the drainage design will contain a narrative, exhibits and calculations. Detention throughout the improvement is not anticipated to be required since the new impervious area will remain below the 12.4 feet/mile of new impervious area that is allowed under local ordinances. No major or minor culvert analyses (existing/proposed opening > 7.5 square feet or tributary area > 20 acres) are anticipated. There is one culvert within the limits of the improvement that will not be replaced or extended. The existing culvert will be maintained. The latest ISWS Bulletin #75 rainfall data will be used for hydrologic calculations.

- 1. Develop Existing Drainage Plan (EDP).
- 2. Perform outlet evaluation (qualitative). Five (5) outlets within the project limits.
- 3. Calculate water quality volume requirements based on McHenry County (Village of Spring Grove) Ordinance (required for 5 outlets).
- 4. Storm sewer design and inlet spacing design using ORD.
- 5. Ditch/swale design and analysis using Mannings Equation in a ditch design spreadsheet.
- 6. The proposed drainage plan and profile sheets will serve as the Proposed Drainage Plan (PDP).
- 7. Compile a drainage report and associated exhibits for submittal to CLIENT and McDOT.
- 8. Complete a Stormwater Management Permit for the project.



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## B. Compensatory Storage

Based on the tributary area of Nippersink Creek at Blivin Street, the location will be regulated as a riverine floodplain by the local ordinances and require compensatory storage at 1:1 for public road developments. COMPANY will calculate compensatory storage requirements for incremental fill in the floodplain area for normal-10 and 10-100 year. COMPANY will develop a grading plan to mitigate for proposed fill in the floodplain area.

## 2.7 Utility Coordination

COMPANY will conduct utility coordination and proactively communicate and coordinate utility protection, abandonment or relocation as part of the project. The utility coordination efforts will strive to minimize delays during the construction phase.

#### A. Utility Atlas Mapping

COMPANY will initiate a JULIE design stage ticket and coordinate with the identified companies/agencies to obtain utility atlas maps. The atlas maps received will then be drafted into CADD and made apart of the improvement plans. Utility companies will be requested to review the imported atlas data and refine facility locations, if applicable.

## B. Utility Plan Submittals

COMPANY will prepare preliminary, prefinal, and final engineering plans for submittal to private utility companies and the CLIENT to confirm the location of their utilities within the project corridor and to address the potential abandonment, protection, or relocation of their facilities, if applicable.

## C. Utility Coordination Log

Throughout the project the COMPANY will maintain a utility coordination log which will document and record utility contact information, dates of plan submittals, dates of utility responses, and status of any outstanding questions or comments. The utility coordination log will be distributed to parties at each utility coordination meeting, and also be available at any time upon request for CLIENT review.

COMPANY will incorporate the findings of the utility coordination into the plans and specifications, as appropriate.

## D. Utility Coordination Meetings

COMPANY has allotted for up to four (4) virtual utility coordination meetings. The utility coordination meetings will discuss the implementation and schedule(s) for relocation, abandonment, and/or protection of franchise utilities within the project limits.



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## 2.8 Project Meetings

Multiple coordination meetings will be required during the project. Anticipated meetings will be with CLIENT and McDOT. No coordination with FHWA or IDOT is anticipated. COMPANY will coordinate the meeting times and locations with the attendees, provide required exhibits, and include preparation of meeting minutes. The coordination and meetings are estimated below:

## A. Project Kickoff Meeting

COMPANY will attend one (1) kickoff meeting with the CLIENT and McDOT to discuss the existing conditions and understand the CLIENT's and McDOT's priorities, vision, and goals for the project design.

## **B. CLIENT Coordination Meetings**

COMPANY has allotted for up to two (2) meetings at the CLIENT offices to review the project design.

## C. McDOT Coordination Meetings

COMPANY has allotted for up to two (2) additional meetings at the McDOT offices to review the project design.

#### 2.9 Project Administration

## A. Project Management & Coordination

For the duration of this project, this task will involve the management oversight of the project which will include the on-going review of the project execution, work product, document control scope, schedule and budget, and contract file management.

COMPANY will maintain communications with CLIENT and other designated representatives. COMPANY will also establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development where practicable.

#### B. Bid Administration

COMPANY will assist CLIENT with the public bidding of the project in accordance with State statutes and CLIENT policies and procedures, including preparation of the Notice to Bidders and delivery of the electronic plans and project specifications. The project will be made available to Contractors electronically via email.

## 3.0 Deliverables Included in this Agreement

The following deliverables will be generated for this project and are included in this AGREEMENT:

A. Survey base files in MicroStation ORD format;



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- B. Geotechnical Report and Boring Logs (prepared by MSET);
- C. CCDD soils analysis with IEPA LPC 663 certification (prepared by MSET);
- D. Wetland Delineation & Report;
- E. A Drainage Report with calculations and Exhibits;
- F. Stormwater Management Permit;
- G. EcoCAT;
- H. 90% Prefinal Plans, Specifications & Estimates;
- I. 100% Final Plans, Specifications & Estimates; and
- J. Meeting minutes of each meeting attended.

## 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Title Commitment(s);
- B. Plats of Easement/Dedication/Survey;
- C. Land Acquisition Services;
- D. Existing Tree Species Identification;
- E. Traffic Counts;
- F. Environmental Survey Request (ESR);
- G. Air Quality Analysis, Traffic Noise Analysis;
- H. Species and Habitat Surveys (Except for Bridge Bat Assessment);
- I. Wetland Impact Evaluation (WIE) Form;
- J. Preliminary Environmental Site Assessment (PESA);
- K. Preliminary Site Investigation (PSI);
- L. Project Development Report (PDR);
- M. Public Information Meeting (PIM);
- N. Stakeholder Outreach/Coordination;
- O. Subsurface Utility Exploration (SUE) via potholing or hydro excavating;
- P. Field/drain tile surveys;
- Q. USACE Section 404 Individual Permit:
- R. Maintenance of Traffic Plans, Detour Plan;
- S. Sanitary sewer and/or water main design and/or plans;
- T. Coordination with IDOT and FHWA;
- U. Attendance at any meetings not specifically indicated herein;
- V. Newspaper Public Advertisement fees;
- W. Direct costs for plan or field reviews by the SWCD;
- X. Wetland Bank Credit Fees; and
- Y. Construction Layout and Construction Observation.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

## 5.0 Services by Others

COMPANY will retain the services of Midland Standard Engineering & Testing, Inc. (MSET) to provide the geotechnical investigations, soils analysis, report, and Clean Construction or Demolition Debris (CCDD) certification (LPC 663). The sub consultant will conduct 24 soil borings, 10 pavement cores to determine existing pavement and soils conditions, subgrade



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moisture contents, and subgrade characteristics. The borings will be used to define soil conditions and provide recommendations for proposed retaining walls, light pole foundations, parking stall reconstruction, and milling/resurfacing depths.

COMPANY will retain the services of Ames Engineering, Inc. (AMES) to perform the lighting design. Lighting design consists new pedestrian lighting on Main Street, Blivin Street and Richardson Road per the conceptual lighting schematic shown in Exhibit C. The design will include light-emitting diode (LED) fixtures, and the pole and fixture type will match/mimic the current light poles downtown on the west leg of Main Street.

## 6.0 Client Responsibilities

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

- A. Participate in project design reviews and provide written comments;
- B. Provide GIS utility atlas data;
- C. Provide any plans, record drawings or televising reports within the project area; and
- D. Provide copies of flooding history and flooding complaints, if applicable.

#### 7.0 Professional Services Fee

## 7.1 Fees

The fee for services will be based on a time and material, not to exceed basis.

#### 7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

#### 7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

#### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

## 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$361,848.

See Exhibit A for a detailed fee breakdown.



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## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

#### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

#### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

#### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

#### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

#### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

## 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services



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performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

#### 8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

#### 8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

#### 8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

#### 8.11 Third-Party Beneficiaries

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

#### 8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

#### 8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## 8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

## 8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.



Professional Services Agreement Downtown Spring Grove Improvements HR Green Project No. 2403261 July 26, 2024 Page 15 of 18

#### 8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

#### 8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences



Professional Services Agreement Downtown Spring Grove Improvements HR Green Project No. 2403261 July 26, 2024 Page 16 of 18

may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and noncontributory basis.

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether



Professional Services Agreement Downtown Spring Grove Improvements HR Green Project No. 2403261 July 26, 2024 Page 17 of 18

direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and sub-consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and sub-consultants to all those named shall not exceed the upper limit of the COMPANY's insurance. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## 8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



Professional Services Agreement Downtown Spring Grove Improvements HR Green Project No. 2403261 July 26, 2024 Page 18 of 18

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.		
Stephen R. Bicking, P.E., D.WRE, CFM Approved by:	S Anthal Can	
	Authorities	
Printed/Typed Name:	Anthony Simmons, P.E.	
Title: Regional Directo	r Date:	July 26, 2024
VILLAGE OF SPRING O	GROVE	
Printed/Typed Name:	Mark Eisenberg	
Title: Village Presiden	t Date:	



# COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

**Local Public Agency** 

Village of Spring Grove

McHenry

**Section Number** 

**Prime Consultant (Firm) Name** 

HR Green, Inc.

Prepared By

Stephen Bicking, PE

**Date** 7/25/2024

N/A

**Consultant / Subconsultant Name** 

HR Green, Inc.

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

**Job Number** 

2403261

#### **Remarks**

Downtown Spring Grove Improvements

## **PAYROLL ESCALATION TABLE**

CONTRACT TERM 18 MONTHS

START DATE 9/1/2024

RAISE DATE 4/1/2025

OVERHEAD RATE 181.10%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

**END DATE** 2/28/2026

ESCALATION PER YEAR

				% of
Year	First Date	Last Date	Months	Contract
0	9/1/2024	4/1/2025	7	38.89%
1	4/2/2025	3/1/2026	11	62.33%

Local Public Agency	County	Section Number
Village of Spring Grove	McHenry	N/A
Consultant / Subconsultan	t Name	Job Number
HR Green Inc.		2403261

# **PAYROLL RATES**

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

MAXIMUM PAYROLL RATE	86.00
<b>ESCALATION FACTOR</b>	1.22%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Project Manager	\$79.82	\$80.80
Senior Engineer	\$76.35	\$77.28
Lead Environmental Planner	\$62.19	\$62.95
Lead Engineer	\$59.54	\$60.27
Project Engineer II	\$51.83	\$52.46
Project Engineer I	\$44.74	\$45.29
Staff Engineer II	\$40.65	\$41.15
Staff Engineer I	\$35.24	\$35.67
Senior Design Technician	\$47.25	\$47.83
Staff Scientist II	\$31.33	\$31.71
Group Leader	\$79.61	\$80.58
Project Land Surveyor II	\$58.35	\$59.06
Staff Land Surveyor I	\$32.45	\$32.85
Administrative Assistant II	\$26.54	\$26.86

Local Public Agency	County	Section Number
Village of Spring Grove	McHenry	N/A
Consultant / Subconsultant Name	•	Job Number

## **SUBCONSULTANTS**

EXHIBIT A COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Midland Standard Engineering & Testing, Inc.		
AMES Engineering, Inc.		

Total 0.00 0.00

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

Local	<b>Public</b>	Agency
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**Consultant / Subconsultant Name** 

Village of Spring Grove

HR Green, Inc.

County

McHenry

**Section Number** 

N/A

Job Number 2403261

## **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 A 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'			\$0.00
Vehicle Mileage	notice, with prior IDOT approval  Up to state rate maximum	425	\$0.67	\$284.75
(per GOVERNOR'S TRAVEL CONTROL BOARD)  Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	420	ΨΟ.ΟΤ	\$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)  Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (M-House)	Actual Cost (Submit supporting documentation)  Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Project Specific Insurance	Actual Cost (Submit supporting documentation)	'	φ300.00	\$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)	1	\$650.00	\$650.00
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
Franscriptions (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
Fraffic 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
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Festing of Soil Samples	Actual Cost			\$0.00
ab 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
Vehicle Mileage (SURVEY VEHICLES ONLY)	Up to state rate maximum	180	\$0.90	\$162.00
Environmental Review	Actual Cost	1	\$200.00	\$200.00
				\$0.00
				\$0.00

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**TOTAL DIRECT COSTS:** 

<del>R 95514 (Rev. 92</del>09/23) **\$1,796**.1**76**ECT **C**OSTS

Local Public Agency	County	Section Number
Village of Spring Grove	McHenry	N/A
Consultant / Subconsultant Name	· · · · · · · · · · · · · · · · · · ·	Job Number
HR Green, Inc.		2403261

# **COST ESTIMATE WORKSHEET**

EXHIBIT A COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	181.10%	COMPLEXITY FACTOR	0
	10111070		

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Land Surveying	162	92	3,904	7,070	1,288		12,262	3.39%
Environmental Review	200	14	863	1,564	285		2,712	0.75%
Wetlands	80	68	3,146	5,697	1,038		9,881	2.73%
Plans, Specifications & Estimates	1,150	1065	52,532	95,135	17,335		165,002	45.60%
Structural Engineering		255	12,785	23,154	4,219		40,158	11.10%
Drainage Engineering	20	370	19,278	34,913	6,362		60,553	16.73%
Utility Coordination		80	4,570	8,277	1,508		14,355	3.97%
Project Meetings	184	44	2,873	5,202	948		9,023	2.49%
Project Administration		36	1,875	3,395	619		5,889	1.63%
Geotechnical Investigation			-	-	-	29,716	29,716	8.21%
Lighting Design			-	-	-	10,500	10,500	2.90%
			-	-	-		-	
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Out a supplificant DI			-	-	-		- #0.00	
Subconsultant DL							\$0.00	
Direct Costs Total ===>	\$1,796.75						\$1,796.75	
TOTALS		2024	101,826	184,407	33,602	40,216	361,848	100.00%

Local Public Agency	County	Section Number
Village of Spring Grove	McHenry	N/A
Consultant / Subconsultant Name		Job Number
HR Green, Inc.		2403261

## **AVERAGE HOURLY PROJECT RATES**

EXHIBIT A COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

														Plane	, Specifica	tione &			
PAYROLL	AVG	TOTAL PRO	J. RATES		La	nd Surveyi	ng	Enviro	onmental F	Review		Wetlands	;	i iaiis	Estimates		Struc	tural Engi	neering
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Senior Project Manager	80.80	217.0	10.72%	8.66				6	42.86%	34.63				166	15.59%	12.59			
Senior Engineer	77.28	157.0	7.76%	5.99							8	11.76%	9.09	42	3.94%	3.05	9	3.53%	2.73
Lead Environmental Planne	62.95	24.0	1.19%	0.75				4	28.57%	17.99	20	29.41%	18.51						
Lead Engineer	60.27	138.0	6.82%	4.11													36	14.12%	8.51
Project Engineer II	52.46	54.0	2.67%	1.40													54	21.18%	11.11
Project Engineer I	45.29	225.0	11.12%	5.03										215	20.19%	9.14			
Staff Engineer II	41.15	332.0	16.40%	6.75										76	7.14%	2.94	56	21.96%	9.04
Staff Engineer I	35.67	367.0	18.13%	6.47										334	31.36%	11.19			
Senior Design Technician	47.83	344.0	17.00%	8.13										232	21.78%	10.42	100	39.22%	18.76
Staff Scientist II	31.71	44.0	2.17%	0.69				4	28.57%	9.06	40	58.82%	18.65						
Group Leader	80.58	2.0	0.10%	0.08	2	2.17%	1.75												
Project Land Surveyor II	59.06	30.0	1.48%	0.88	30	32.61%	19.26												
Staff Land Surveyor I	32.85	60.0	2.96%	0.97	60	65.22%	21.42												
Administrative Assistant II	26.86	30.0	1.48%	0.40															
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TOTALS		2024.0	100%	\$50.31	92.0	100.00%	\$42.43	14.0	100%	\$61.67	68.0	100%	\$46.26	1065.0	100%	\$49.33	255.0	100%	\$50.14

**SHEET 1** OF **2** 

Local Public Agency	County	Section Number
Village of Spring Grove	McHenry	N/A
Consultant / Subconsultant Name		Job Number
HR Green, Inc.		2403261

## **AVERAGE HOURLY PROJECT RATES**

EXHIBIT A COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF

PAYROLL	AVG	Drain	age Engin	eering	Utili	ty Coordin	ation	Project Meetings Project Administration				Geotechnical Investigation			Lighting Design				
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Senior Project Manager	80.80				23	28.75%	23.23	22	50.00%	40.40									ļ
Senior Engineer	77.28	56	15.14%	11.70	14	17.50%	13.52	10	22.73%	17.56	18	50.00%	38.64						
Lead Environmental Planner	62.95																		
Lead Engineer	60.27	102	27.57%	16.61															
Project Engineer II	52.46																		
Project Engineer I	45.29				10	12.50%	5.66												
Staff Engineer II	41.15	200	54.05%	22.24															
Staff Engineer I	35.67				33	41.25%	14.71												
Senior Design Technician	47.83	12	3.24%	1.55															
Staff Scientist II	31.71																		
Group Leader	80.58																		
Project Land Surveyor II	59.06																		
Staff Land Surveyor I	32.85																		
Administrative Assistant II	26.86							12	27.27%	7.33	18	50.00%	13.43						
																			<b>†</b>
TOTALS		370.0	100%	\$52.10	80.0	100%	\$57.13	44.0	100%	\$65.29	36.0	100%	\$52.07	0.0	0%	\$0.00	0.0	0%	\$0.00



# **EXHIBIT C: LIMITS AND TYPES OF IMPROVEMENTS**



