

Local Agency County of McHenry	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc.
County McHenry				Address 8678 Ridgefield Road
Section 14-00433-00-BR				City Crystal Lake,
Project No. BROS-0111(067)				State IL
Job No. D-91-151-15				Zip Code 60012
Contact Name/Phone/E-mail Address Cha Lee, P.E. 815.344.4645 cxlee@co.mchenry.il.us				Contact Name/Phone/E-mail Address Denis Hogan, P.E. 815.444.3262 dhogan@baxterwoodman.com

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

Project Description

Name Oak Grove Road Route TR-135 Length 0.4 mile Structure No. 056-3035

Termini Over Drainage Ditch 0.7 mile southwest of US Route 14

Description Phase II design for replacement of a Township bridge with a 3-cell box culvert system. Phase II engineering includes preparation of final plans, specifications, permits, and estimates. ENGINEER's Project No. 140217.40.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
5. That the ENGINEER is qualified technically and is entirely 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 herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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 STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - 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
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, 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 LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE 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.
4. 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 LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
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 save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA 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 LA 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 LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Baxter & Woodman, Inc	36-2845242	\$124,218.08
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$124,218.08
Total for all Work:		\$124,218.08

Executed by the LA:

McHenry County

(Municipality/Township/County)

ATTEST:

By:

By:

Clerk

Title: McHenry County Board Chair

(SEAL)

Executed by the ENGINEER:

ATTEST:

Baxter & Woodman, Inc.
8678 Ridgefield Road
Crystal Lake, IL 60014

By:

By:

Title: Deputy Secretary

Title: Executive Vice President/COO

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Baxter & Woodman, Inc.
PRIME/SUPPLEMENT PRIME

DATE 08/15/16
PTB NO. N/A

CONTRACT TERM 12 MONTHS
START DATE 11/1/2016
RAISE DATE 1/1/2017

OVERHEAD RATE 144.80%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2016 - 1/1/2017

1/2/2017 - 11/1/2017

2
12

10
12

= 16.67%
= 1.0250

85.83%

The total escalation for this project would be:

2.50%

Subconsultants

FIRM NAME Baxter & Woodman, Inc.
PRIME/SUPPLEMENT PRIME
PSB NO. N/A

DATE 08/15/16

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

Oak Grove Road Bridge over Drainage Ditch (SN 056-3035)

Exhibit A

Route: **Oak Grove Road**
 Local Agency: **McHenry County**
(Municipality)
 Section: **14-00433-00-BR**
 Project: **BROS-0111(067)**
 Job No.: **D-91-151-15**

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate	144.8%
Complexity Factor	0.00
Calendar	365 days

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

ELEMENT OF WORK	EMPLOYEE CLASS.	MANHOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS	PROFIT	TOTAL
1. Data Review		16		682.73	988.60			242.34	1,913.67
2. Supplemental Survey		32		1,107.98	1,604.36		130.00	412.14	3,254.48
3. Plan Preparation		526		23,423.48	33,917.21		650.00	8,408.65	66,399.34
4. Meetings		32		1,816.96	2,630.95		135.00	664.52	5,247.43
5. Permits		124		5,414.91	7,840.79	5,760.00	100.00	1,936.58	21,052.28
6. Utility Coordination	See	20	See	691.79	1,001.72			245.56	1,939.07
7. ROW Coordination	Payroll	32	Payroll	1,313.31	1,901.68			466.17	3,681.16
8. Phase III Assistance	Rates	76	Rates	3,593.40	5,203.25		65.00	1,284.94	10,146.59
9. QC/QA		30		1,703.40	2,466.52			604.64	4,774.55
10. Manage Project		40		2,072.63	3,001.17			735.70	5,809.50
TOTALS		928		41,820.60	60,556.24	5,760.00	1,080.00	15,001.24	124,218.08

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.
PSB N/A
PRIME/SUPPLEMENT PRIME

DATE 08/15/16

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1. Data Review			2. Supplemental Survey			3. Plan Preparation			4. Meetings			5. Permits		
		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	70.00	0																	
Sr. Engineer IV	61.77	171	18.43%	11.38						100	19.01%	11.74	16	50.00%	30.88				
Sr. Engineer III	51.79	193	20.80%	10.77						70	13.31%	6.89	16	50.00%	25.90	60	48.39%	25.06	
Sr. Engineer II	47.10	84	9.05%	4.26	8	50.00%	23.55			64	12.17%	5.73							
Sr. Engineer I	42.01	60	6.47%	2.72						60	11.41%	4.79							
Engineer III	38.24	118	12.72%	4.86	8	50.00%	19.12			50	9.51%	3.64				40	32.26%	12.34	
Engineer II	32.40	74	7.97%	2.58						50	9.51%	3.08				24	19.35%	6.27	
Engineer I	26.90	56	6.03%	1.62						40	7.60%	2.05							
Sr Geologist I	47.66	0																	
Engineer Tech V	51.99	0																	
Engineer Tech IV	43.52	20	2.16%	0.94															
Engineer Tech III	38.18	16	1.72%	0.66				16	50.00%	19.09									
Engineer Tech II	31.07	16	1.72%	0.54				16	50.00%	15.53									
Engineer Tech I	15.38	0																	
Cadd Tech IV	43.31	40	4.31%	1.87							40	7.60%	3.29						
Cadd Tech III	34.94	52	5.60%	1.96							32	6.08%	2.13						
Cadd Tech II	31.39	20	2.16%	0.68							20	3.80%	1.19						
Cadd Tech I	26.91	0																	
Clerical I	26.68	8	0.86%	0.23															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		928	100%	\$45.07	16	100.00%	\$42.67	32	100%	\$34.62	526	100%	\$44.53	32	100%	\$56.78	124	100%	\$43.67

AVERAGE HOURLY PROJECT RATES

FIRM Baxter & Woodman, Inc.
PSB N/A
PRIME/SUPPLEMENT PRIME

DATE 08/15/16

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Utility Coordination			7. ROW Coordination			8. Phase III Assistance			9. QC/QA			10. Manage Project			Hours	% Part.	Wgt'd Avg
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Principal	70.00																		
Sr. Engineer IV	61.77							16	21.05%	13.00	15	50.00%	30.88	24	60.00%	37.06			
Sr. Engineer III	51.79				12	37.50%	19.42	20	26.32%	13.63	15	50.00%	25.90						
Sr. Engineer II	47.10	2	10.00%	4.71	2	6.25%	2.94						8	20.00%	9.42				
Sr. Engineer I	42.01																		
Engineer III	38.24	10	50.00%	19.12	10	31.25%	11.95												
Engineer II	32.40																		
Engineer I	26.90	8	40.00%	10.76	8	25.00%	6.72												
Sr Geologist I	47.66																		
Engineer Tech V	51.99																		
Engineer Tech IV	43.52							20	26.32%	11.45									
Engineer Tech III	38.18																		
Engineer Tech II	31.07																		
Engineer Tech I	15.38																		
Cadd Tech IV	43.31																		
Cadd Tech III	34.94							20	26.32%	9.20									
Cadd Tech II	31.39																		
Cadd Tech I	26.91																		
Clerical I	26.68												8	20.00%	5.34				
TOTALS		20	100%	\$34.59	32	100%	\$41.04	76	100%	\$47.28	30	100%	\$56.78	40	100%	\$51.82	0	0%	\$0.00

PAYROLL RATES

FIRM NAME Baxter & Woodman, Inc. DATE 08/15/16
 PRIME/SUPPLEMENT PRIME
 PSB NO. N/A

ESCALATION FACTOR 2.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Sr. Engineer IV	\$60.26	\$61.77
Sr. Engineer III	\$50.53	\$51.79
Sr. Engineer II	\$45.95	\$47.10
Sr. Engineer I	\$40.99	\$42.01
Engineer III	\$37.31	\$38.24
Engineer II	\$31.61	\$32.40
Engineer I	\$26.24	\$26.90
Sr Geologist I	\$46.50	\$47.66
Engineer Tech V	\$50.72	\$51.99
Engineer Tech IV	\$42.46	\$43.52
Engineer Tech III	\$37.25	\$38.18
Engineer Tech II	\$30.31	\$31.07
Engineer Tech I	\$15.00	\$15.38
Cadd Tech IV	\$42.25	\$43.31
Cadd Tech III	\$34.09	\$34.94
Cadd Tech II	\$30.62	\$31.39
Cadd Tech I	\$26.25	\$26.91
Clerical I	\$26.03	\$26.68
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



Engineering Payment Report

Prime Consultant

Name Baxter & Woodman, Inc.
 Address 8678 Ridgefield Road
 Telephone 815.459.1260
 TIN Number 36-2845242

Project Information

Local Agency McHenry County
 Section Number 14-00433-00-BR
 Project Number BROS-0111(067)
 Job Number D-91-151-15

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

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work Completed:		

Signature and title of Prime Consultant

Date

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

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

**OAK GROVE ROAD OVER DRAINAGE DITCH
PHASE II DESIGN ENGINEERING
McHENRY COUNTY DIVISION OF TRANSPORTATION**

EXHIBIT C

PROJECT UNDERSTANDING & SCOPE OF SERVICES

Route: Oak Grove Road
Section No.: 14-00433-00-BR
Project No.: BROS-0111(067)
Job No.: D-91-151-15
County: McHenry
Structure No.: 056-3035 (Exist)
 056-3214 (Prop)

LOCATION:

This project is located on Oak Grove Road within Chemung Township. The Oak Grove Road structure (S.N. 056-3050) over Drainage Ditch is located in the northwest corner of unincorporated McHenry County.

PROJECT UNDERSTANDING:

The project will consist of providing final plans, specifications and estimates for the replacement of the existing structure (S.N. 056-3035) in accordance with the approved Project Development Report. The improvement at Oak Grove Road over Drainage Ditch consists of removal of the existing structure and replacing it with a triple-cell 10' x 7' box culvert, with associated roadway work. The profile will be maintained. This location will undergo a full roadway closure during construction and a detour route will be provided. The pavement cross section will consist of 11-foot lanes, one lane in each direction, and 4-foot aggregate shoulders. Regulatory permits will be obtained for construction. The project will use the current IDOT CADD configuration for PowerGEOPAK SS4 with native GEOPAK output.

SCOPE OF SERVICES:

1. DATA REVIEW
 - Review Phase I PDR & files, existing plans, geometrics, drainage, surveys, utilities and other available plans.

2. SUPPLEMENTAL SURVEY
 - Perform supplemental topographic surveys with use of GPS and total station equipment. State Plane and FEMA/McHenry County benchmarks will be used. The survey shall be per IDOT Survey Manual 3-III and 3-V.

3. PLAN PREPARATION
 - *Project Details and Standards:* Prepare a Cover Sheet, Typical Sections, Summary of Quantities, Index of Sheets, General Notes, List of Highway Standards and State and County Standard Detail sheets. Prepare alignment and ties sheet and set field alignment control.

 - *Preliminary Roadway Plans:* Prepare the pavement design, a removal plan and a plan and profile sheet for the proposed improvement. Conduct a guardrail analysis as per IDOT BLRS Section 35. Submit preliminary, pre-final, and final plan submittals as required through BLRS.

 - *Drainage and Utility Plans:* Prepare the culvert design for the proposed improvements and incorporate into the Drainage and Utility plan sheets.

 - *Erosion and Sediment Control Plans:* Design an erosion control plan for the project improvement.

 - *Pavement Marking, Signage, and Landscaping Plan:* Develop a proposed pavement striping, signage, and landscaping plan for the proposed improvements.

 - *Maintenance of Traffic Plan:* Prepare maintenance of traffic notes and detour route with signage for construction documents. Oak Grove Road over Drainage Ditch will include a detour onto U.S. Route 14 as approved by IDOT.

- *Structural Plans:* Prepare structural plans for the culvert in accordance with the IDOT Bridge Manual, IDOT Culvert Manual, and current AASHTO LRFD Bridge Design Specifications. Structure plans will include:
 - General Plan (1 sheet)
 - General Data (1 sheet)
 - Culvert Details- I (1 sheet)
 - Culvert Details-II (1 sheet)
 - Steel Railing Details (1 sheet)
 - Soil Borings
- *Cross Section Design:* Design roadway cross sections at 50-foot intervals and at one driveway. Design creek cross sections at sufficient interval for construction of channel transitions. Compute earthwork calculations.
- *Special Provisions:* The preliminary plan submittal to the County shall consist of an electronic pdf submittal of in-progress plans only.
- *Preliminary Plan Preparation:* Submit the following deliverables to the County:
 - Electronic .pdf copy of plans only.
- *Prefinal Plan Preparation:* Address County comments on Preliminary Plan submittal. Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost, Estimate of Time, and submit these documents to the County and IDOT for review. Make any necessary changes to the documents as required by IDOT in order to secure approval. Submit the following deliverables to the County:
 - Quarter Size Plans 11" x 17" (two copies)
 - Electronic Copy of Plans (both DGN and PDF format)
 - Special Provisions (both hard copy and digital format)
 - Disposition of Comment (hard copy and digital format)
 - Cost Estimate and Estimate of Time (hard copy and digital format)
- *Final Plan Preparation:* Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost, Estimate of Time, and submit these documents to IDOT for the County to receive construction bids. Make any necessary changes to the documents as required by IDOT in order to secure approval. Submit the following deliverables to the County upon completion of the PROJECT:
 - Full Size Plans 22" x 34" (one copy)
 - Quarter Size Plans 11" x 17" (two copies)

- Electronic Copy of Plans (both DGN and PDF format)
- Special Provisions (both hard copy and digital format)
- Disposition of Comments (hard copy and digital format)
- Cost Estimate and Estimate of Time (hard copy and digital format)
- Quantity Calculation Files (both hard copy and digital format)
- CD of Electronic Data

4. MEETINGS

- Attend one kick-off meeting with IDOT to review the project and establish project criteria and establish clear lines of communication, and attend up to two meetings with the County, one with DOT staff and one with McHenry County Department of Planning and Development (MCDOT P&D).
- Conduct a pre-final plan-in-hand field review meeting. This meeting will be held two weeks prior to the prefinal submittal.
- Agency Coordination - Coordinate the proposed improvements with IDOT, McHenry County Division of Transportation (MCDOT), the Army Corps of Engineers, and MCDOT P&D.

5. PERMITS

- Obtain a wetland permit administered by the U.S. Army Corps of Engineers. It is anticipated that the project will qualify for Regional Permits 3 and 7.
- Obtain signoff on Soil Erosion and Sediment Control Plan from McHenry-Lake County Soil and Water Conservation District.
- Obtain a Stormwater Management permit as necessary from the McHenry County Department of Planning and Development. Based on April 5, 2016 Amendments to the McHenry County Stormwater Management Ordinance, a variance is not anticipated to be required for not meeting the hydraulically equivalent floodplain compensatory storage criteria.
- Complete SWPPP and NOI.
- Facilitate preparation and execution of a wetland banking credit purchase agreement.
- Allowances for estimated permit fees and wetland banking fees are included as reimbursable expenses in this agreement.

6. UTILITY COORDINATION

- Notify and coordinate the proposed improvements with utility companies. Review proposed utility relocation plans with proposed improvement to identify any potential conflicts.

7. RIGHT OF WAY COORDINATION

- Follow-up with property owners, as necessary, during the design. This may include drafting a letter on behalf of the County of the project status.
- Coordination of plats and legals with County's consultant.

8. PHASE III ASSISTANCE

- Provide design assistance and clarification for bid documents. Perform shop drawing review and respond to RFIs. The project is anticipated to be let by IDOT.
- Perform survey of as-built conditions and prepare as-built plans demonstrating, and a certificate stating, that compensatory storage areas were constructed in substantial conformance with the approved plans as required by MCDOT P&D.

9. QA/QC

- Perform an in-house peer review and constructability review of the preliminary, pre-final and final plans, specifications, and estimates of cost for the project. A QA/QC compliance statement shall be submitted with each deliverable.

10. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with County staff and submit monthly progress reports and invoices.

**OAK GROVE ROAD OVER DRAINAGE DITCH
MCHENRY COUNTY DIVISION OF TRANSPORTATION
PHASE II MANHOUR SUMMARY**

<u>Task</u>	<u>Task Manhours</u>	<u>Total Manhours</u>
1. Data Review		
Coordination, Data, PDR, and Utility review	16	
Total task manhours		16
2. Supplemental Survey		
Additional pickup survey and field staking of ROW	20	
Incorporate data into base file and update drawing	6	
Field verify survey for updates	6	
Total task manhours		32
3. Plan Preparation		
Cover Sheet (1 sheet)	4	
Index of Sheets, Notes Standards (1 sheet)	8	
Typical Sections (1 sheet)	12	
Summary of Quantities sheet (1 sheet)	12	
Prepare alignment and ties sheet (1 sheet)	16	
Prepare Schedules (1 sheet)	10	
Removal Plan (1 sheet)	24	
Roadway Plan and Profile (1 sheet)	32	
Drainage and Utility Plans (1 sheet)	24	
Erosion and Sediment Control Plan (1 sheet)	16	
Pavement Marking, Landscaping and Signage Plan (1 sheet)	16	
Maintenance of Traffic Plans (Detour) (1 sheet)	30	
Structural Plans		
General Plan (1 sheet)	40	
General Data (1 sheet)	18	
Culvert Details-I (1 sheet)	58	
Culvert Details-II (1 sheet)	42	
Steel Railing Details (1 sheet)	26	
Soil Borings	4	
Creek Cross Sections (10' intervals for 100', 10 sections @ 3hrs/section)	30	
Plats and Legals	2	
MCDOT Details and IDOT Standards	6	
Cross Section (50' intervals for 500', 10 sections @ 3hrs/section)	30	
Disposition of Comments (Preliminary, Prefinal, Final)	16	
Estimate of Cost and Time	20	
Special Provisions	30	
Total task manhours		526

**OAK GROVE ROAD OVER DRAINAGE DITCH
MCHENRY COUNTY DIVISION OF TRANSPORTATION
PHASE II MANHOUR SUMMARY**

<u>Task</u>	<u>Task Manhours</u>	<u>Total Manhours</u>
4. Meetings		
County (2 total) (1 with DOT and 1 with P&D)	16	
IDOT (1) (Kickoff)	8	
Plan in Hand Review Meeting	8	
Total task manhours		32
5. Permits		
Wetland Permit Submittal (ACOE)	40	
McHenry-Lake SWCD Submittal	30	
McHenry County Stormwater Management Permit Submittal	40	
SWPPP, NOI	6	
Wetland Banking Purchase Agreement Facilitation	8	
Total task manhours		124
6. Utility Coordination		
Utility Coordination Meeting (1 total):	8	
Review relocation plans	4	
Utility Correspondence	8	
Total task manhours		20
7. ROW Coordination		
Follow up with property owners	12	
Coordination with County's Consultant	8	
Plat and Legal Revisions	12	
Total task manhours		32
8. Phase III Assistance		
Phase III construction assistance (RFIs)	16	
Bidding Assistance	8	
Shop Drawing Review	10	
As-Built Survey and Plan Certification Preparation (req by P&D)	42	
Total task manhours		76
9. QC/QA		
Check plans, specifications, estimates by Senior Staff	30	
Total task manhours		30

**OAK GROVE ROAD OVER DRAINAGE DITCH
MCHENRY COUNTY DIVISION OF TRANSPORTATION
PHASE II MANHOUR SUMMARY**

<u>Task</u>	<u>Task Manhours</u>	<u>Total Manhours</u>
10. Manage Project		
Resource planning/internal meetings	12	
Budget control & Schedule	12	
Contract administration/invoicing/progress reports	16	
Total task manhours		40
	TOTALS	928

COMPANY NAME: Baxter & Woodman, Inc.
PTB NUMBER: Oak Grove Bridge over Drainage Ditch
TODAY'S DATE: 8/12/2016

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		250	\$0.54	\$135.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		3	\$65.00	\$195.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		4	\$50.00	\$200.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		11	\$50.00	\$550.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
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				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$1,080.00

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

W.O. = Work Order

J.S. = Job Specific

MCHENRY COUNTY DIVISION OF TRANSPORTATION

SECTION NUMBER 14-00433-00-BR

OAK GROVE ROAD OVER DRAINAGE DITCH

SERVICES BY OTHERS

ITEMS	TOTAL COST
Wetland Banking (0.032 acre impact x 1.5 mitigation ratio @ \$120,000/acre)	\$ 5,760
TOTAL	\$ 5,760