RESOLUTION 2009-1203

Municipality	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Name
				Willett, Hofmann & Associates, Inc.
Township		**Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**		Address: 809 E. Second Street
County: Ogle				City: Dixon
Section: 07-00245-00-WR				State: IL WHA # 1119D09

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 improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name North German Church Road

Route _____ Length 4.37 Mi. _____ FT (Structure No. _____)

Termini IL Route 64 to South Byron Nuclear Plant Entrance

Description:
Perform topographic survey, Develop Plans and Right-of-Way Plats to Widen and Resurface Roadway to accommodate 80,000 pound trucks

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
   - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
   - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   - d. ☐ 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.
   - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
   - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS

~~1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~

~~a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.~~

~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

~~Schedule for Percentages Based on Awarded Contract Cost~~

~~Awarded Cost~~	~~Percentage Fees~~	
~~Under $50,000~~	~~_____~~	~~(see note)~~
	~~_____~~	~~%~~
	~~_____~~	~~%~~
	~~_____~~	~~%~~
	~~_____~~	~~%~~
	~~_____~~	~~%~~

~~Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.~~

~~2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve. "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

~~"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

~~3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:~~

~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~

~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

~~By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.~~

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _0%____ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _0%____ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Ogle County of the
(~~Municipality/Township~~/County)

State of Illinois, acting by and through its

ATTEST:

By _____

County Clerk

(Seal)

By _____

Title W. Ed Rice
Ogle County Board Chairman

Executed by the ENGINEER:

Willett, Hofmann & Associates, Inc.
809 E. Second Street
Dixon, IL 61021

ATTEST:

By _____

Title Thomas W. Houck, P.E., A.I.A.,
Vice President/Secretary

By _____

Title Ronald J. Steenken, P.E., S.E.
President and General Manager

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

Ogle County
North German Church Road

Special Provisions

The LA Agrees,

Paragraphs 1 & 2 of the agreement is/are amended to include the following agreement(s) of the parties:

1. To pay the ENGINEER as compensation for all services indicated or provided in this agreement on an hourly basis plus outside expenses. The personnel classification and rates of pay for the various personnel that may be employed on this Project shall be in accordance with the schedule attached hereto. "Outside expenses" shall include materials and out-of-pocket expense. The ENGINEER may sublet all or part of the services provided under paragraphs 1a, 1c, 1e, 1g, 1h, and 1j. "Cost to ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work. Develop plans and right of way plats not to exceed $166,500.00.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a.) Monthly during the course of surveys and preparation of plans, special provisions, proposals and estimate of cost, payments equal to 100% of an amount arrived at as provided in paragraph 1 above but based on the work performed to date. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

   b.) Upon completion of the services stipulated in the Special Provisions Section under ENGINEER AGREES the total amount due for these services, in accordance with paragraph 1 above.

   c.) Upon completion of detailed plans, special provisions, proposals, and estimate of cost to the satisfaction of the LA and the DEPARTMENT, 100 percent of the fee based on the provisions of paragraph 1 above for surveys and preparation of plans, less any amounts paid under "a & b" above.

EXHIBIT A

BLR 05610 (Rev. 9)
Modified

Illinois Department of Transportation

Cost Estimate of Consultant Services in Dollars

Exhibit A - Construction Engineering

Firm: Willett, Hofmann & Associates, Inc.
Route: NORTH GERMAN CHURCH ROAD
Section: 02-
County: OGLE
Job No.:
Project No.:

Date: November 24, 2009

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

Complexity Factor (R): 0
Calendar Days:

Method of Compensation

Cost Plus fixed Fee 1		14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2		14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3		14.5%[(2.3 + R)DL + IHDC]
Direct Labor Multiple		[(2.8 + R)DL] +IHDC
Specific Rate	X	Billing Rate Per Attached Sheets
Lump Sum		

Sheet: 1 of 4

Item	Man Hours (A)	Average Hourly Rate (B)	Billing Rate Costs (C)	Services By Others (D)	InHouse Direct Costs (IHDC) (E)	Fixed Fee (F)	Total (C)+(D)+(E)+(F) (G)	% of Grand Total (H)
PAVEMENT AND ROADWAY DESIGN	636.0	$95.73	$60,886.20				$60,886.20	36.5%
PROJECT MANAGEMENT	48.0	$143.28	$6,877.40				$6,877.40	4.1%
SPECIFICATIONS, ESTIMATE OF TIME & COSTS	18.0	$94.39	$1,699.00				$1,699.00	1.0%
PERMITS AND UTILITIES	21.0	$80.14	$1,682.90				$1,682.90	1.0%
BENCH LOOP & CONTROL	40.0	$65.42	$2,616.80				$2,616.80	1.6%
SURVEY & COMPILATION OF DATA	372.0	$60.62	$22,552.00				$22,552.00	13.5%
ROW LOCATION	528.0	$64.83	$34,231.20				$34,231.20	20.5%
RIGHT OF WAY PLAT & DESCRIPTIONS	528.0	$62.58	$33,041.60				$33,041.60	19.8%
PAVEMENT CORES	0.0	$0.00	$0.00	$3,000.00			$3,000.00	1.8%
TOTAL =	2191.0		$163,587.10	$3,000.00	$0.00	$0.00	**$166,587.10**	100.0%

USE $166,500.00

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Willett, Hofmann Associates, Inc
Dixon, Illinois

Average Hourly Rates per Classification

Exhibit B

PAYROLL RATES				
FIRM NAME	Willett, Hofmann & Associates, Inc		DATE	04/01/09
PRIME/SUPPLEMENT	Prime			3/31/2010
CLASSIFICATION	Average Hourly Rates			
	Current IDOT Approved Rates	Escalated Rates by 0.0%		
Engineering Manager	$147.40	$147.40		
Civil Engineer IV	$111.80	$111.80		
Civil Engineer III	$92.80	$92.80		
Civil Engineer II	$76.20	$76.20		
Civil Engineer I	$71.50	$71.50		
Architect IV	$113.60	$113.60		
Architectural Intern II	$62.00	$62.00		
Prefessional Land Surveyor	$100.90	$100.90		
Technician IV	$69.30	$69.30		
Technician III	$65.10	$65.10		
Technician II	$57.10	$57.10		
Technician I	$48.00	$48.00		
Survey Party Chief	$63.30	$63.30		
Instrument Man	$49.80	$49.80		
Clerical	$48.50	$48.50		

EXHIBIT B

BLR 05610 (Rev. 9)
Modified

Illinois Department of Transportation

Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.
Route: NORTH GERMAN CHURCH
Section: 02-
County: OGLE
Job No.: 0
Project No.: 0

Date: November 25, 2009

Sheet: 3 of 4

Payroll Classification	Avg. Hourly Rates	PAVEMENT AND ROADWAY DESIGN			PROJECT MANAGEMENT			SPECIFICATIONS, ESTIMATE OF TIME & COSTS			PERMITS AND UTILITIES		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Engineering Manager	$147.40	189.0	29.72%	$43.80	46.0	95.83%	$141.26		0.00%	$0.00		0.00%	$0.00
Civil Engineer IV	$111.80		0.00%	$0.00		0.00%	$0.00	12.0	66.67%	$74.53		0.00%	$0.00
Civil Engineer III	$92.80	143.0	22.48%	$20.87		0.00%	$0.00		0.00%	$0.00	12.0	57.14%	$53.03
Civil Engineer II	$76.20		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Civil Engineer I	$71.50		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Architect IV	$113.60												
Architectural Intern II	$62.00												
Prefessional Land Surveyor	$100.90		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Technician IV	$69.30		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Technician III	$65.10	302.0	47.48%	$30.91		0.00%	$0.00	4.0	22.22%	$14.47	8.0	38.10%	$24.80
Technician II	$57.10		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Technician I	$48.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Survey Party Chief	$63.30		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Instrument Man	$49.80		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Clerical	$48.50	2	0.31%	$0.15	2	4.17%	$2.02	2	11.11%	$5.39	1	4.76%	$2.31
TOTALS:		636	100.00%	$95.73	48	100.00%	$143.28	18.0	100.00%	$94.39	21.0	100.00%	$80.14

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EXHIBIT B

Illinois Department of Transportation

Average Hourly Project Rates

Firm: Willett, Hofmann & Associates, Inc.
Route: NORTH GERMAN CHURCH
Section: 02-
County: OGLE
Job No.: 0
Project No.: 0

Date: November 25, 2009

Sheet: 4 of 4

Payroll Classification	Avg. Hourly Rates	BENCH LOOP & CONTROL			SURVEY & COMPILATION OF DATA			ROW LOCATION			RIGHT OF WAY PLAT & DESCRIPTIONS		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Engineering Manager	$147.40		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Civil Engineer IV	$111.80		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Civil Engineer III	$92.80		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Civil Engineer II	$76.20		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Civil Engineer I	$71.50		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Architect IV	$113.60												
Architectural Intern II	$62.00												
Prefessional Land Surveyor	$100.90	8.0	20.00%	$20.18	28.0	7.53%	$7.59	160.0	30.30%	$30.58	84.0	15.91%	$16.05
Technician IV	$69.30		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Technician III	$65.10		0.00%	$0.00	32.0	8.60%	$5.60		0.00%	$0.00	172.0	32.58%	$21.21
Technician II	$57.10		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Technician I	$48.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00		0.00%	$0.00
Survey Party Chief	$63.30	16.0	40.00%	$25.32	156.0	41.94%	$26.55		0.00%	$0.00		0.00%	$0.00
Instrument Man	$49.80	16.0	40.00%	$19.92	156.0	41.94%	$20.88	184	34.85%	$17.35	136	25.76%	$12.83
Clerical	$48.50		0.00%	$0.00		0.00%	$0.00	184	34.85%	$16.90	136	25.76%	$12.49
TOTALS:		40	100.00%	$65.42	372	100.00%	$60.62	528.0	100.00%	$64.83	528.0	100.00%	$62.58