RESOLUTION 2009-0105

Municipality	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Name
				Willett, Hofmann & Associates, Inc.
Township: Flagg		**Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**		Address: 809 E. Second Street
County: Ogle				City: Dixon
Section: 08-00262-00-BR				State: Illinois

THIS AGREEMENT is made and entered into this 19 day of December, 2008 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 Flagg Road Over Dry Run Creek

Route FAS 2179 Length 0.004 Mi. 22 FT (Structure No. 071-5061)

Termini Station 9+89 to Station 10+11

Description:
Double barrel reinforced concrete culvert extension.

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 _____ 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 _____ 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:

_____ of the
(Municipality/Township/County)

ATTEST:

By Rebecca Huntley

Ogle County Clerk

(Seal)

State of Illinois, acting by and through its

By W. Ed Rice

Title Chairman

Executed by the ENGINEER:

Willett, Hofmann & Associates, Inc.

809 East Second Street

Dixon, IL 61021

ATTEST:

By

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

By

Title Ronald J. Steenken, P.E., S.E., President

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

Special Provisions

Paragraphs 1,2,3,4,& 5 of the agreement is/are amended to include the following agreement(s) of the parties:

The LA Agrees,

1. a.) To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1d, 1e, 1f, 1g, 1i, 1j 1k, & 2, 3, 4, 5 & 6 under the ENGINEER AGREES at the hourly rates shown in Exhibit C for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. "Outside expenses" shall include traveling and out-of-pocket expense. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The personnel classification and rates of pay for the various personnel that may be employed on this improvement shall be within the limits shown in Exhibit C. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a, 1b, 1d, 1e, 1f, 1g, 1i, 1j, & 1k of the ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus five (5) per cent to cover readiness to serve. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The total cost of these services shall **NOT EXCEED $18,606.20**

The classifications of the employees used in the work should be consistent with the employees' 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.

b.) To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c & 1h under the ENGINEER AGREES at the hourly rates stipulated in Exhibit C for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. "Outside expenses" shall include traveling and out-of-pocket expense. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The personnel classification and rates of pay for the various personnel that may be employed on this improvement shall be within the limits shown in Exhibit C. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1c & 1h of the ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus five (5) per cent to cover readiness to serve. "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 employees' 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.

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 paragraph 1b, 1c, 1e, & 1h 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.

3. 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 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit C for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

4. That, should the LA require changes in any of the detailed plans, specifications, or estimates after they have been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 above. 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.

5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.

6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.

7. To furnish the ENGINEER with a description of and the names of Owners and lien holders of property adjacent to the proposed improvement where such data is needed for the preparation of plans and/or right of way or easement plats.

COST ESTIMATE OF CONSULTANT SERVICES - EXHIBIT "A"

Route: FAS 2179
Project: Flagg Road Over Dry Run Creek
Section: 08-00262-00-BR
County: Ogle
Structure No.: 071-5061 (Existing)
Type of Funding: MFT
Township: Flagg

Date: 16-Dec-08
Firm: Willett, Hofmann & Associates, Inc.
Overhead Rate:
Complexity Factor:
Estimate Prepared By: Brian K. Converse, P.E., S.E

Item	Man Hours (A)	Average Hourly Rate (B)	Payroll (C)	(D)	Inhouse Direct Costs (E)	(F)	Services By Others (G)	Total C+D+E+F+G (H)	% OF Grand Total (I)
Bench Loop & Topo Survey	32.0	$54.70	$1,750.40					$1,750.40	9.4%
Hydraulic Cross Sections & Survey	52.0	$58.05	$3,018.40					$3,018.40	16.2%
Preliminary Bridge Design Report	34.0	$67.31	$2,288.40					$2,288.40	12.3%
Permits	36.0	$66.14	$2,381.00					$2,381.00	12.8%
Pavement, Roadway & Drainage Design	0.0	$0.00	$0.00					$0.00	0.0%
Structure Design	60.0	$72.18	$4,330.80					$4,330.80	23.3%
Specifications	22.0	$71.20	$1,566.40					$1,566.40	8.4%
Coordination Meetings	0.0	$0.00	$0.00					$0.00	0.0%
Quantities & Checking	8.0	$105.55	$844.40					$844.40	4.5%
Hrdroligic & Hydraulic Calculations	32.0	$58.00	$1,856.00					$1,856.00	10.0%
Administration & Project Management	4.0	$142.60	$570.40					$570.40	3.1%
Project Report	0.0	$0.00	$0.00					$0.00	0.0%
								$0.00	0.0%
								$0.00	0.0%
TOTAL =	280.0		$18,606.20	$0.00	$0.00	$0.00	$0.00	$18,606.20	100.0%

AVERAGE HOURLY PROJECT RATES - EXHIBIT "B"

Route: FAS 2179
Project: Flagg Road Over Dry Run Creek
Section: 08-00262-00-BR
County: Ogle
Structure No.: 071-5061 (Existing)
Type of Funding: MFT
Township: Flagg

Date: December 16, 2008

Sheet: 1 of 3

Payroll Classification	Avg. Hourly Rates	Bench Loop & Topo Survey			Hydraulic Cross Sections & Survey			Preliminary Bridge Design Report			Permits		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Engineering Manager	$142.60		0.0	$0.00		0.0	$0.00	2	5.9	$8.39	2	5.6	$7.92
Civil Engineer IV	$111.30		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer III	$90.10		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer II	$72.10		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer I	$68.50		0.0	$0.00		0.0	$0.00	16	47.1	$32.24	16	44.4	$30.44
Professional Land Surveyor	$98.20		0.0	$0.00	4	7.7	$7.55		0.0	$0.00		0.0	$0.00
Technician IV	$68.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician III	$65.90		0.0	$0.00		0.0	$0.00	8	23.5	$15.51	8	22.2	$14.64
Technician II	$53.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician 1	$47.50		0.0	$0.00		0.0	$0.00	8	23.5	$11.18	8	22.2	$10.56
Survey Party Chief	$61.20	16	50.0	$30.60	24	46.2	$28.25		0.0	$0.00		0.0	$0.00
Instrument Man	$48.20	16	50.0	$24.10	24	46.2	$22.25		0.0	$0.00		0.0	$0.00
Clerical	$46.30		0.0	$0.00		0.0	$0.00		0.0	$0.00	2	5.6	$2.57
TOTALS:		32	100.0	$54.70	52	100.0	$58.05	34	100.0	$67.31	36	100.0	$66.14

AVERAGE HOURLY PROJECT RATES - EXHIBIT "B"

Route: FAS 2179
Project: Flagg Road Over Dry Run Creek
Section: 08-00262-00-BR
County: Ogle
Structure No.: 071-5061 (Existing)
Type of Funding: MFT
Township: Flagg

Date: December 16, 2008

Sheet: 2 of 3

Payroll Classification	Avg. Hourly Rates	Pavement, Roadway & Drainage Design			Structure Design			Specifications			Coordination Meetings		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Engineering Manager	$142.60		0.0	$0.00	8	13.3	$19.01	2	9.1	$12.96		0.0	$0.00
Civil Engineer IV	$111.30		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer III	$90.10		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer II	$72.10		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer I	$68.50		0.0	$0.00	24	40.0	$27.40	16	72.7	$49.82		0.0	$0.00
Professional Land Surveyor	$98.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician IV	$68.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician III	$65.90		0.0	$0.00	12	20.0	$13.18		0.0	$0.00		0.0	$0.00
Technician II	$53.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician 1	$47.50		0.0	$0.00	12	20.0	$9.50		0.0	$0.00		0.0	$0.00
Survey Party Chief	$61.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Instrument Man	$48.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Clerical	$46.30		0.0	$0.00	4	6.7	$3.09	4	18.2	$8.42		0.0	$0.00
TOTALS:		0	0.0	$0.00	60	100.0	$72.18	22	100.0	$71.20	0	0.0	$0.00

AVERAGE HOURLY PROJECT RATES - EXHIBIT "B"

Route: FAS 2179
Project: Flagg Road Over Dry Run Creek
Section: 08-00262-00-BR
County: Ogle
Structure No.: 071-5061 (Existing)
Type of Funding: MFT
Township: Flagg

Date: December 16, 2008

Sheet: 3 of 3

Payroll Classification	Avg. Hourly Rates	Quantities & Checking			Hrdroligic & Hydraulic Calculations			Administration & Project Management			Project Report		
		Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate	Hours	% Part.	Wgtd. Rate
Engineering Manager	$142.60	4	50.0	$71.30		0.0	$0.00	4	100.0	$142.60		0.0	$0.00
Civil Engineer IV	$111.30		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer III	$90.10		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer II	$72.10		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Civil Engineer I	$68.50	4	50.0	$34.25	16	50.0	$34.25		0.0	$0.00		0.0	$0.00
Professional Land Surveyor	$98.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician IV	$68.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician III	$65.90		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician II	$53.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Technician 1	$47.50		0.0	$0.00	16	50.0	$23.75		0.0	$0.00		0.0	$0.00
Survey Party Chief	$61.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Instrument Man	$48.20		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
Clerical	$46.30		0.0	$0.00		0.0	$0.00		0.0	$0.00		0.0	$0.00
TOTALS:		8	100.0	$105.55	32	100.0	$58.00	4	100.0	$142.60	0	0.0	$0.00