

**WILSON-SCHLEDER CONSTRUCTION INC.
880 STATE ROUTE 54 E
CLINTON IL 61727
217-935-0629**

June 1, 2016

**DeWitt Co. Highway Dept
Attn: Rich Parker
980 N 535N
Clinton IL 61727**

Bid: Repair in Salt Dome

**Repair 2 holes in salt dome made by bucket of end loader.
Tax Exempt
Prevailing Wage**

Estimated cost.....\$1800.00

DeWitt County Highway Department
2016 Tandem Quote Summary

Letting: 9:00 a.m., June 14, 2016

	Vendor	Truck Centers Inc.	CIT Trucks	Rush Enterprises	JX Peterbuilt	Mack Sales & Service of Decatur
	City, State	Springfield, IL	Normal, IL	Springfield, IL	Bloomington, IL	Decatur, IL
	Year Make Model Exceptions:	2017 Freightliner 114SD Yes	2017 Kenworth T470 Yes	2017 International 7400 SFA 6x4 Yes	2017 Peterbuilt 348 Yes	2017 Mack GU433 Granite No
A. BID PRICE		\$ 164,253.00	\$ 180,142.00	\$ 173,024.00	\$ 161,707.00	\$ 168,131.00
B. OPTION		\$ 10,879.00	\$ 10,879.00	\$ 10,879.00	\$ 9,491.00	\$ 10,879.00
C. TRADE IN		\$ (25,000.00)	\$ (27,500.00)	\$ (25,000.00)	\$ (36,454.00)	\$ (35,000.00)
D. BASE + OPTION		\$ 175,132.00	\$ 191,021.00	\$ 183,903.00	\$ 171,198.00	\$ 179,010.00
E. BASE + OPTION + TRADE		\$ 150,132.00	\$ 163,521.00	\$ 158,903.00	\$ 134,744.00	\$ 144,010.00
F. BASE + TRADE		\$ 139,253.00	\$ 152,642.00	\$ 148,024.00	\$ 125,253.00	\$ 133,131.00



Recommended Quote

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name WHKS & CO. ENGINEERING
Township NIXON				Address 7018 KINGSMILL COURT
County DEWITT				City SPRINGFIELD
Section 16-06114-00-BR				State ILLINOIS 62711

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 TR 207 (400 N Road) over Friends Creek, SN 020-3087 (Ext)

Route TR 207 Length .19 Mi. ± 1000 FT (Structure No. 020-3)

Termini Approximately 500' east and west of centerline of existing structure (020-3063).

Description:
Replace existing structurally deficient bridge on TR 207 over Friends Creek.

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.

SEE ADDENDUM

- (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,

- 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: **SEE ADDENDUM**~~
 - ~~a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. **SEE ADDENDUM**~~
 - ~~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. **SEE ADDENDUM**~~

- 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 subcontract 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. SEE ADDENDUM~~

“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 190 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 190 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:

DeWitt County _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board _____

DeWitt County _____ Clerk
(Seal)

By _____
Title _____

Executed by the ENGINEER:

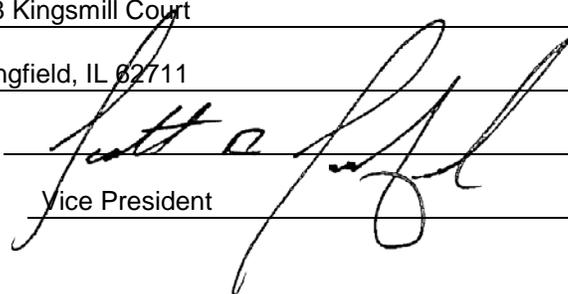
WHKS & Co _____

7018 Kingsmill Court _____

ATTEST:

Springfield, IL 62711 _____

By _____

By  _____

Title _____

Title Vice President _____

Approved

Date
Department of Transportation

Regional Engineer

ADDENDUM
Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds

TR 207 (400N) Bridge Replacement, Nixon Township of DeWitt County

Add the following sentence to item 1g of THE ENGINEER AGREES to:

Provide to the LA one digital copy of the unsealed final plans in Portable Document Format (PDF) and in Digital Exchange Format (.dxf) at project completion.

Add the scope items to section 1 of THE ENGINEER AGREES to:

- I. Review shop drawings for general conformance when applicable.

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1i, 1j, 1l, 2, 3, 4, 5 and 6 a sum of money NOT TO EXCEED \$74,500 which includes estimated out-of-pocket expenses of \$15,000 as shown in Attachment A.



ATTACHMENT A

Engineering Estimate Summary	
WHKS Labor Fee (Est)	\$ 55,896.62
WHKS Direct Cost (Est)	\$ 500.00
(Subconsultant - Survey)	\$ 11,000.00
(Subconsultant - Soil Borings)	\$ 3,500.00
Contingency 5%	\$ 3,544.83
Total Engineering Estimate	\$ 74,441.45

78.8%
0.7%
15.5%
4.9%

% of Estimated Construction Cost

Est. Construction Cost	\$ 302,400.00	\$160sf (27X70)
% Const w/o contingency	23.4%	
% Const w contingency	24.6%	

7018 Kingsmill Court
Springfield, IL 62711-7387
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Project Data

Client: DeWitt County Highway Department
Route: TR 207 over Friends Creek
Section No.: 16-06114-00-BR
Structure #'s: 020-3087(E) - 020-3xxx(P)

Scope: Remove and replace existing structures with single-span bridge. Resurface roadway/shoulders as needed, install guardrail if needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from District. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary Plans for land acquisition. Assist the county with minor bidding and construction questions as necessary. Letting TBD.

Item Description	Total Hours	Project Manager	Roadway Proj. Eng.	Roadway Des. Eng.	Sr. Struc. Engineer	Structural Proj. Man.	Structural Engineer	Str. Design Engineer	Hydraulic Engineer	Senior Eng. Tech	Eng. Tech	Sr. Str. Eng. Tech.	Structural Eng. Tech	Land Surveyor	Survey Technician	Admin.
001 Project Administration																
01 Project Admin and Management	14	10				4										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
01 Sub-Consultant Coordination Meetings (none assumed)	4	4														
	0															
Labor Hours Subtotal	26	22	0	0	0	4	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 4,236.70	\$ 3,636.49	\$ -	\$ -	\$ -	\$ 600.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6.0%															
002 Reports and Coordination																
01 Abbreviated BCRs - Not req'd	0															
02 Preliminary Bridge and Hydraulic Reports	14				2				6	6						
03 Clearinghouse Coordination	0															
04 Project Development Report (Not Req'd)	0															
Labor Hours Subtotal	14	0	0	0	2	0	0	0	6	6	0	0	0	0	0	0
Labor Costs Subtotal	\$ 1,578.07	\$ -	\$ -	\$ -	\$ 354.84	\$ -	\$ -	\$ -	\$ 735.74	\$ 487.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2.2%															
003 Permits and Coordination																
01 ESR (Cultural, Biological, Wetlands)	8		4							4						
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP (if needed)	12		6							6						
04 Asbestos Determination	1	1														
05 Utility Coordination (Julie Request)	4	2								2						
Labor Hours Subtotal	33	3	10	0	0	0	4	0	0	12	0	4	0	0	0	0
Labor Costs Subtotal	\$ 3,899.68	\$ 495.89	\$ 1,542.45	\$ -	\$ -	\$ -	\$ 487.37	\$ -	\$ -	\$ 975.00	\$ -	\$ 398.97	\$ -	\$ -	\$ -	\$ -
	5.5%															
004 Hydraulics and Drainage																
01 Drainage Area/Flows (StreamStats)/Modify basin	6								6							
02 Prepare Base HECRAS Model	24			2			2		20							
03 Analyze Natural and Existing Condition	20			2			2		16							
04 Analyze Proposed Conditions	20						2		18							
05 Ditch Hydraulics and Special Ditches	10		4	6												
06 Entrance Culverts (Assume 1 Culvert analyzed)	6		2	4												
Labor Hours Subtotal	86	0	6	14	0	0	6	0	60	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 10,375.24	\$ -	\$ 925.47	\$ 1,361.36	\$ -	\$ -	\$ 731.06	\$ -	\$ 7,357.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	14.6%															
005 Roadway Design and Plan Preparation																
01 Process Survey Data and Create DTM	10		2							8						
02 Roadway Design, Roadside Safety	8		4							4						
03 Cover, General Notes, SOQ, Schedules	10			4						6						
03 Typical Sections, Entrance Details	10		2							8						
03 Erosion Control and Drainage Details	10		2							8						
03 Alignment, Ties, Benchmarks, Coordinates	8		2							6						
03 Plan and Profile Sheet	14		4							10						
03 Cross-Sections	12		2							10						
03 Miscellaneous Details	10		2	4						4						
04 Roadway Quantities	16		4	12												
Labor Hours Subtotal	108	0	24	20	0	0	0	0	0	64	0	0	0	0	0	0
Labor Costs Subtotal	\$ 10,846.68	\$ -	\$ 3,701.88	\$ 1,944.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	15.3%															



ATTACHMENT A

Engineering Estimate Summary	
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15.5%
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% of Estimated Construction Cost	
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Project Data

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Route: TR 207 over Friends Creek
Section No.: 16-06114-00-BR
Structure #'s: 020-3087(E) - 020-3xxx(P)

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006 Bridge Design and Plan Preparation																
01 PPC Deck Beam Analysis and Design (single-span)	8				4		4									
02 Pier Design - No Piers assumed	0															
03 Abut Design	12				4		8									
04 General Plan, Notes and Bill of Material	16				4							12				
04 Beam Details	12						2					10				
04 Railing Details	6						2					4				
04 Abutment Details	14						2					12				
04 Pile Details	3				1							2				
04 Miscel Details	6				2							4				
05 Bridge Quantities	17						5	12								
Labor Hours Subtotal	94	0	0	0	15	0	23	12	0	0	0	44	0	0	0	0
Labor Costs Subtotal	\$ 10,932.61	\$ -	\$ -	\$ -	\$ 2,661.26	\$ -	\$ 2,802.38	\$ 1,080.30	\$ -	\$ -	\$ -	\$ 4,388.67	\$ -	\$ -	\$ -	\$ -
	15.4%															
007 Final Plans, Specification and Estimates																
01 Special Provisions	14	2		4			8									
02 Estimate of Cost	7	1		2			4									
02 Estimate of Time	7	1		2			4									
03 Bid Documents (Local Let)	10	2	8													
04 Pre-Final Plan Revisions (Address IDOT comments)	14	4					2			6		2				
Labor Hours Subtotal	52	10	8	8	0	0	18	0	0	6	0	2	0	0	0	0
Labor Costs Subtotal	\$ 6,544.98	\$ 1,652.95	\$ 1,233.96	\$ 777.92	\$ -	\$ -	\$ 2,193.17	\$ -	\$ -	\$ 487.50	\$ -	\$ 199.49	\$ -	\$ -	\$ -	\$ -
	9.2%															
008 Miscellaneous/Other																
01 Field Check of Structure	12			6			6									
02 Shop Drawing Review (deck beams)	6						6									
03 Phase 3 Involvement (address minor questions)	4	2				2										
Labor Hours Subtotal	22	2	0	6	0	2	12	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 2,676.25	\$ 330.59	\$ -	\$ 583.44	\$ -	\$ 300.11	\$ 1,462.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	3.8%															
009 QC/QA																
01 Hydraulic QC/QA	10					10										
02 Roadway QC/QA	10	10														
03 Bridge QC/QA	10	10														
Labor Hours Subtotal	30	20	0	0	0	10	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 4,806.43	\$ 3,305.90	\$ -	\$ -	\$ -	\$ 1,500.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6.8%															
Total Labor Hours	465	57	48	48	17	16	63	12	66	88	0	50	0	0	0	0
Total Labor Cost	\$ 55,896.62	\$ 9,421.82	\$ 7,403.76	\$ 4,667.52	\$ 3,016.10	\$ 2,400.84	\$ 7,676.08	\$ 1,080.30	\$ 8,093.09	\$ 7,150.00	\$ -	\$ 4,987.13	\$ -	\$ -	\$ -	\$ -

Municipality	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name WHKS & CO. ENGINEERING
Township CLINTONIA				Address 7018 KINGSMILL COURT
County DEWITT				City SPRINGFIELD
Section 16-02112-00-BR				State ILLINOIS 62711

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Section Description

Name TR 151 (E Washington St.) over Coon Creek, SN 020-3063 (Ext)

Route TR 151 Length .19 Mi. ± 1000 FT (Structure No. 020-3)

Termini Approximately 500' east and west of centerline of existing structure (020-3063).

Description:
Replace existing structurally deficient bridges on TR 151 over Coon Creek.

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.
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 - 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.

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~~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. **SEE ADDENDUM**~~

- 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 subcontract 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. SEE ADDENDUM~~

“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 190 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 190 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:

DeWitt County _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board _____

DeWitt County _____ Clerk
(Seal)

By _____
Title _____

Executed by the ENGINEER:

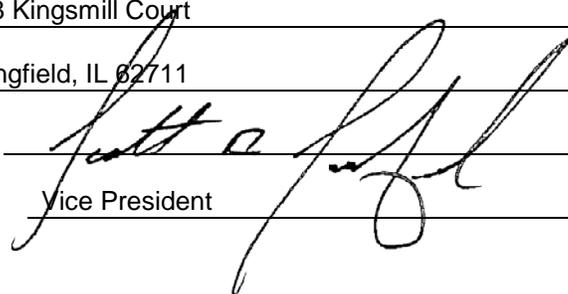
WHKS & Co _____

7018 Kingsmill Court _____

ATTEST:

Springfield, IL 62711 _____

By _____

By  _____

Title _____

Title Vice President _____

Approved

Date
Department of Transportation

Regional Engineer

ADDENDUM
Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds

TR 151 (Washington St) Bridge Replacement, Clintonia Township of DeWitt County

Add the following sentence to item 1g of THE ENGINEER AGREES to:

Provide to the LA one digital copy of the unsealed final plans in Portable Document Format (PDF) and in Digital Exchange Format (.dxf) at project completion.

Add the scope items to section 1 of THE ENGINEER AGREES to:

- I. Review shop drawings for general conformance when applicable.

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1i, 1j, 1l, 2, 3, 4, 5 and 6 a sum of money NOT TO EXCEED \$73,700 which includes estimated out-of-pocket expenses of \$15,000 as shown in Attachment A.



ATTACHMENT A

Engineering Estimate Summary	
WHKS Labor Fee (Est)	\$ 55,160.89
WHKS Direct Cost (Est)	\$ 500.00
(Subconsultant - Survey)	\$ 11,000.00
(Subconsultant - Soil Borings)	\$ 3,500.00
Contingency 5%	\$ 3,508.04
Total Engineering Estimate	\$ 73,668.93

78.6%
0.7%
15.7%
5.0%

% of Estimated Construction Cost

Est. Construction Cost	\$ 280,800.00	\$160sf (27X65)
% Const w/o contingency	25.0%	
% Const w contingency	26.2%	

7018 Kingsmill Court
Springfield, IL 62711-7387
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Project Data

Client: DeWitt County Highway Department
Route: TR 151 over Coon Creek
Section No.: 16-02112-00-BR
Structure #'s: 020-3063(E) - 020-3xxx(P)

Scope: Remove and replace existing structures with single-span bridge. Resurface roadway/shoulders as needed, install guardrail if needed. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from District. Prepare final plans, special provisions and estimates for a local letting using TBP funding. Perform ROW survey, research and prepare all necessary Plats for land acquisition. Assist the county with minor bidding and construction questions as necessary. Letting TBD.

Item Description	Total Hours	Project Manager	Roadway Proj. Eng.	Roadway Des. Eng.	Sr. Struc. Engineer	Structural Proj. Man.	Structural Engineer	Str. Design Engineer	Hydraulic Engineer	Senior Eng. Tech	Eng. Tech	Sr. Str. Eng. Tech.	Structural Eng. Tech	Land Surveyor	Survey Technician	Admin.
001 Project Administration																
01 Project Admin and Management	14	10				4										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
01 Sub-Consultant Coordination Meetings (none assumed)	4	4														
	0															
Labor Hours Subtotal	26	22	0	0	0	4	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 4,236.70	\$ 3,636.49	\$ -	\$ -	\$ -	\$ 600.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6.0%															
002 Reports and Coordination																
01 Abbreviated BCRs - Not req'd	0															
02 Preliminary Bridge and Hydraulic Reports	14				2				6	6						
03 Clearinghouse Coordination	0															
04 Project Development Report (Not Req'd)	0															
Labor Hours Subtotal	14	0	0	0	2	0	0	0	6	6	0	0	0	0	0	0
Labor Costs Subtotal	\$ 1,578.07	\$ -	\$ -	\$ -	\$ 354.84	\$ -	\$ -	\$ -	\$ 735.74	\$ 487.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2.2%															
003 Permits and Coordination																
01 ESR (Cultural, Biological, Wetlands)	8		4							4						
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP (if needed)	12		6							6						
04 Asbestos Determination	1	1														
05 Utility Coordination (Julie Request)	4	2								2						
Labor Hours Subtotal	33	3	10	0	0	0	4	0	0	12	0	4	0	0	0	0
Labor Costs Subtotal	\$ 3,899.68	\$ 495.89	\$ 1,542.45	\$ -	\$ -	\$ -	\$ 487.37	\$ -	\$ -	\$ 975.00	\$ -	\$ 398.97	\$ -	\$ -	\$ -	\$ -
	5.6%															
004 Hydraulics and Drainage																
01 Drainage Area/Flows (StreamStats)/Modify basin	6								6							
02 Prepare Base HECRAS Model	24			2			2		20							
03 Analyze Natural and Existing Condition	16			2			2		12							
04 Analyze Proposed Conditions	18						2		16							
05 Ditch Hydraulics and Special Ditches	10		4	6												
06 Entrance Culverts (Assume 1 Culvert analyzed)	6		2	4												
Labor Hours Subtotal	80	0	6	14	0	0	6	0	54	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 9,639.50	\$ -	\$ 925.47	\$ 1,361.36	\$ -	\$ -	\$ 731.06	\$ -	\$ 6,621.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	13.7%															
005 Roadway Design and Plan Preparation																
01 Process Survey Data and Create DTM	10		2							8						
02 Roadway Design, Roadside Safety	8		4							4						
03 Cover, General Notes, SOQ, Schedules	10			4						6						
03 Typical Sections, Entrance Details	10		2							8						
03 Erosion Control and Drainage Details	10		2							8						
03 Alignment, Ties, Benchmarks, Coordinates	8		2							6						
03 Plan and Profile Sheet	14		4							10						
03 Cross-Sections	12		2							10						
03 Miscellaneous Details	10		2	4						4						
04 Roadway Quantities	16		4	12												
Labor Hours Subtotal	108	0	24	20	0	0	0	0	0	64	0	0	0	0	0	0
Labor Costs Subtotal	\$ 10,846.68	\$ -	\$ 3,701.88	\$ 1,944.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	15.5%															



ATTACHMENT A

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006 Bridge Design and Plan Preparation																
01 PPC Deck Beam Analysis and Design (single-span)	8				4		4									
02 Pier Design - No Piers assumed	0															
03 Abut Design	12				4		8									
04 General Plan, Notes and Bill of Material	16				4							12				
04 Beam Details	12						2					10				
04 Railing Details	6						2					4				
04 Abutment Details	14						2					12				
04 Pile Details	3				1							2				
04 Miscel Details	6				2							4				
05 Bridge Quantities	17						5	12								
Labor Hours Subtotal	94	0	0	0	15	0	23	12	0	0	0	44	0	0	0	0
Labor Costs Subtotal	\$ 10,932.61	\$ -	\$ -	\$ -	\$ 2,661.26	\$ -	\$ 2,802.38	\$ 1,080.30	\$ -	\$ -	\$ -	\$ 4,388.67	\$ -	\$ -	\$ -	\$ -
	15.6%															
007 Final Plans, Specification and Estimates																
01 Special Provisions	14	2		4			8									
02 Estimate of Cost	7	1		2			4									
02 Estimate of Time	7	1		2			4									
03 Bid Documents (Local Let)	10	2	8													
04 Pre-Final Plan Revisions (Address IDOT comments)	14	4					2			6		2				
Labor Hours Subtotal	52	10	8	8	0	0	18	0	0	6	0	2	0	0	0	0
Labor Costs Subtotal	\$ 6,544.98	\$ 1,652.95	\$ 1,233.96	\$ 777.92	\$ -	\$ -	\$ 2,193.17	\$ -	\$ -	\$ 487.50	\$ -	\$ 199.49	\$ -	\$ -	\$ -	\$ -
	9.3%															
008 Miscellaneous/Other																
01 Field Check of Structure	12			6			6									
02 Shop Drawing Review (deck beams)	6						6									
03 Phase 3 Involvement (address minor questions)	4	2					2									
Labor Hours Subtotal	22	2	0	6	0	2	12	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 2,676.25	\$ 330.59	\$ -	\$ 583.44	\$ -	\$ 300.11	\$ 1,462.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	3.8%															
009 QC/QA																
01 Hydraulic QC/QA	10					10										
02 Roadway QC/QA	10	10														
03 Bridge QC/QA	10	10														
Labor Hours Subtotal	30	20	0	0	0	10	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 4,806.43	\$ 3,305.90	\$ -	\$ -	\$ -	\$ 1,500.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	6.9%															
Total Labor Hours	459	57	48	48	17	16	63	12	60	88	0	50	0	0	0	0
Total Labor Cost	\$ 55,160.89	\$ 9,421.82	\$ 7,403.76	\$ 4,667.52	\$ 3,016.10	\$ 2,400.84	\$ 7,676.08	\$ 1,080.30	\$ 7,357.35	\$ 7,150.00	\$ -	\$ 4,987.13	\$ -	\$ -	\$ -	\$ -