

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES  
AGREEMENT WITH WHKS & CO., TO PERFORM BRIDGE DESIGN SERVICES  
FOR THE CENTER STREET/ STEVEN'S CREEK BRIDGE (SN 058-3061)  
CITY PROJECT 2019-04  
SECTION NO. 19-00904-00-BR**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,  
ILLINOIS:**

Section 1. That the Agreement authorizing the Professional Engineering Services to provide design services for the Center Street / Steven's Creek Bridge, presented to the Council herewith, as Exhibit 1 and made a part hereof, between the City of Decatur and WHKS & Co., be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and WHKS & Co. for a fee not to exceed \$305,114.20.

PRESENTED and ADOPTED this 21st day of January 2020.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kim L. Althoff, City Clerk

CITY OF DECATUR  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
FOR  
CENTER STREET BRIDGE REPLACEMENT, SN 058-3061,  
CP 2019-04, 19-00904-00-BR

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

WHKS and Co.

\_\_\_\_\_,  
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

## SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

## SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

## **SECTION II. BASIC SERVICES**

### **A. PRELIMINARY DESIGN PHASE.**

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

### **B. FINAL DESIGN PHASE.**

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

#### C. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of

plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

### SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and

inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

#### **SECTION IV. GENERAL CONSIDERATIONS**

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents

and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
  - a. Name and address of party insured.
  - b. Name(s) of insurance company or companies.
  - c. Name and address of authorized agent executing such certificate.
  - d. Description of type of insurance and coverage afforded thereunder.
  - e. Insurance policy numbers.
  - f. Limits of liability of such policies and date of expiration of policies.
  - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.



- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid

Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

## SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.2 for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

#### D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
  2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
  3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
  4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
  5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
  6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

THE CITY OF DECATUR, ILLINOIS

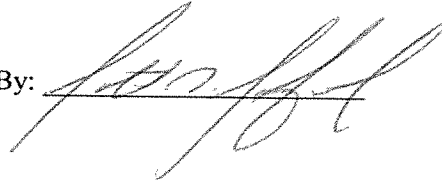
By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Consulting Engineer Firm

By: \_\_\_\_\_

A handwritten signature in dark ink, appearing to be a stylized name or set of initials, written over a horizontal line.

## SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.

**City of Decatur**  
**Center St Bridge Replacement (058-3061)**  
WHKS - Estimated Direct Expenses

**Mileage**

Assumptions: Following are estimated trips between the WHKS Springfield office and the Project Site or City of Decatur Offices (approximately 100 miles/round trip).

- 2 trips for field inspection of project = 2 x 100 x \$0.58	
- 3 trips for special feature inspection bridge = 3 x 100 x \$0.58	\$ 116.00
- 2 trips to meet with City of Decatur (Misc & pre-public meeting) = 2 x 100 x \$0.58	\$ 174.00
- 1 trips to Decatur (public meeting) = 1 x 100 x \$0.58	\$ 116.00
- 1 trips to meet with City of Decatur (post-public meeting) = 1 x 100 x \$0.58	\$ 58.00
- 1 trips to Effingham (Bi-monthly coordination with IDOT) = 1 x 220 x \$0.58	\$ 58.00
	<u>\$ 127.60</u>

Mileage Total = \$ 649.60

**Meals**

Assumptions: 1 (one) lunch meal for day of inspection per person. 1 (one) meal per person on public meeting day and IDOT Bi-monthly coordination.

1 meal for day of inspection, \$12 per meal per person = 2 x \$12 x (2 trips)	\$ 48.00
1 meal for day of public meeting, \$10 per meal per person = 4 x \$12	\$ 48.00
1 meal for day of Bi-monthly coordination meeting, \$10 per meal per person = 2 x \$12	\$ 24.00

Meals Total = \$ 120.00

**Printing/Copying**

Assumptions: Only printing and or copying at WHKS office. 11x17 sets. No full size sheets.

Misc documentation for various approvals (assume 6 submittals @ 25 pages) = 6 x 25 x \$0.10/copy	\$ 15.00
Public meeting copies assume 1000 copies as handout material = 1000 x \$.10/copy	\$ 100.00
Public meeting infor boards (if needed) assume 4 @ 100 each =	\$ 400.00
Prefinal PSE Copies to IDOT District 7 (4 spec books at 40 pages, 4 sets of plans at 30 pages) = 280 x \$0.10/copy	\$ 28.00
Final PSE Copies to IDOT District 7 (4 spec books at 40 pages, 4 sets of plans at 30 pages) = 280 x \$0.10/copy	\$ 28.00
(State Letting so no copies required for bid sets)	

Print/Copy Total = \$ 571.00

**Postage**

Assumptions: Fedex shipping of plans and specifications

Preliminary Bridge Desing and Hydraulic Report to IDOT District 7 (4 reports with exhibits)	\$ 25.00
Project Development Report to IDOT District 7 (4 reports with exhibits)	\$ 25.00
Prefinal PSE Copies to IDOT District 7 (4 sets of plans and specs)	\$ 30.00
Final PSE Copies to IDOT District 7 (4 sets of plans and specs)	\$ 30.00
Final PSE Copies to City for Bidding (10 sets of plans and specs)	\$ 65.00

Postage Total = \$ 175.00

**TOTAL ESTIMATED DIRECT EXPENSES = \$ 1,515.60**

*whks*

## MEMORANDUM

TO: Matt Newell, City of Decatur - Public Works Director

FROM: WHKS- Cory Chamberlain – Project Manager

DATE: January 08, 2020

RE: Center St. Bridge Replacement - Scope of Work

### Included in Scope:

- Meetings- Assume 4 meetings:
  - Pre-Public Meeting- discuss project so consistent answers given to public (2 persons at 4hrs including travel time)
  - Public Meeting- will be open house style meeting. WHKS will provide four staff members for public involvement. City to provide 2-3 staff members. (4 persons at 8hrs including travel time and meeting setup)
  - Post public meeting - discuss public input so Project Development Report can be completed (2 persons at 4hrs including travel time)
  - IDOT Bi-Monthly Coordination Meeting (Effingham-2 persons at 8hrs including travel time)
- Topo Survey by SKS (Topo Limits 750' east of bridge to Hunt Road and 1000' west to just past PE on north side of Center St.
- ROW Plats by SKS (8 parcels assumed for ROW and or easements- 2 west and 6 east of bridge)
- Soil Borings by SKS (2 borings assumed with traffic control provided by geotechnical consultant)
- Traffic Management Analysis (TMA).
- Assume 3-span high-type (PPC I-beam or Steel I beam with concrete deck or concrete slab bridge) to limit superstructure depth and profile grade raise for clearance above high water. Provide cost estimate of options for City to choose best option once hydraulic design is completed.
- Assume storm sewer with curb and gutter is required on east side of bridge to limit ROW take. Other areas rural ditch section.
- Include water line relocation assistance and pay items on east end for profile grade raise and to allow storm sewer placement.





ATTACHMENT A

Engineering Estimate Summary			
WHKS Labor Fee (Est)	\$ 244,403.20	82.8%	
WHKS Direct Cost (Est)	\$ 1,515.60	0.5%	
SKS - Survey/ROW Plats \$42,800 @ 0% Markup	\$ 42,800.00	14.5%	
SKS - Soil Borings (\$5814 @ 10% Markup)	\$ 6,395.40	2.2%	
Contingency 3.39%	\$ 10,000.00		
Total Engineering Estimate	\$ 305,114.20		

% of Estimated Construction Cost		
Est. Construction Cost	\$ 1,600,000.00	Adjusted From BCR
% Const w/o contingency	18.4%	
% Const w contingency	19.1%	

3695 S. 6th Street, Suite A  
Springfield, IL 62703  
Phone: (217) 483-WHKS  
Fax: (217) 483-9458

Mult = 3.20

## Project Data

Client: City of Decatur

Route: Center St (FAU 7374)

Section No.: 19-00904-00-BR

Structure #'s: 058-3061 (Exist)

Scope: Remove and replace existing structure with multi-span steel/PPC I beam bridge with cast in place concrete deck. Raise, widen, replace, and resurface roadway/shoulders as needed, install terminals and guardrail to proper length of need. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from Department. Prepare final plans, special provisions and estimates for a state letting using Federal funding. Perform ROW survey, research and prepare all necessary Plats for land acquisition (8 parcels assumed). Assist the city with minor bidding and construction questions as necessary. Letting TBD.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
001 Project Administration																
01 Project Admin and Management	62	50	6			6										
02 Billing/Invoicing (1 hours/invoice x 8 invoices)	8	8														
03 Sub-Consultant Coordination Meetings (With Park District/City)	12	8	4													
Labor Hours Subtotal	90	74	10	0	0	6	0	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 17,056.00	\$ 14,208.00	\$ 1,792.00	\$ -	\$ -	\$ 1,056.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	5.8%															
002 Reports and Coordination																
01 Abbreviated BCRs - Review/Submit Existing Only	8	2				6										
02 Preliminary Bridge and Hydraulic Reports (no TSL)	20					2	6		2			10				
03 Clearinghouse Coordination (Regional Planning Commission)	2		2													
04 Pre-Public Meeting (2 people, 4hrs with drive)	8	4	4													
04 Public Open House Style Meeting (1) and Prep (4 people)	56	16	16	8		8										8
04 Post-Public Meeting (2 people, 4hrs with drive)	8	4	4													
04 IDOT Bi-Monthly Coordination Meeting (2 People)	16	8	8													
05 Traffic Management Analysis	40		10	10		8						12				
06 Project Development Report with Disposition and Resubmittal	42	2	4	12		8						16				
Labor Hours Subtotal	200	36	48	30	0	32	6	0	2	0	0	38	0	0	0	8
Labor Costs Subtotal	\$ 30,278.40	\$ 6,912.00	\$ 8,601.60	\$ 3,360.00	\$ -	\$ 5,632.00	\$ 864.00	\$ -	\$ 288.00	\$ -	\$ -	\$ 4,134.40	\$ -	\$ -	\$ -	\$ 486.40
	10.3%															
003 Permits and Coordination																
01 ESR (Cultural, Biological, Wetlands)	14		4				4					6				
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP	18		4	10								4				
03 IDNR Individual Floodway Permit Coord	20	2							12			6				
04 Asbestos Determination and Coordination	4	4														
05 Utility Coordination (Julie Request) - No relocation assumed	14	2			4		4					4				
Labor Hours Subtotal	78	8	8	10	4	0	8	4	12	0	0	24	0	0	0	0
Labor Costs Subtotal	\$ 10,348.80	\$ 1,536.00	\$ 1,433.60	\$ 1,120.00	\$ 384.00	\$ -	\$ 1,152.00	\$ 384.00	\$ 1,728.00	\$ -	\$ -	\$ 2,611.20	\$ -	\$ -	\$ -	\$ -
	3.5%															
004 Hydraulics and Drainage																
01 Drainage Area/Flows (StreamStats)/Modify basin	4									4						
02 Prepare Base HECRAS Model (Calibrate with FIS)	48			2			2		16	28						
03 Analyze Natural and Existing Condition	40			2			2		8	28						
04 Analyze Proposed Conditions with Scour Analysis	60			2			4		14	40						
05 Storm Sewer Design (East Side only)/Inlet Design	44		8	16					20							
06 Ditch Hydraulics and Special Ditches	10		4	6												
07 Entrance Culverts (Assume 2 Culvert analyzed)	10		2	8												
Labor Hours Subtotal	216	0	14	36	0	0	8	0	58	100	0	0	0	0	0	0
Labor Costs Subtotal	\$ 28,204.80	\$ -	\$ 2,508.80	\$ 4,032.00	\$ -	\$ -	\$ 1,152.00	\$ -	\$ 8,352.00	\$ 12,160.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	9.6%															



Project Data	Scope:
Client: City of Decatur	Remove and replace existing structure with multi-span steel/PPC I beam bridge with cast in place concrete deck. Raise, widen, replace, and resurface roadway/shoulders as needed, install terminals and guardrail to proper length of need. Perform field survey, obtain soil borings, conduct hydraulic analysis of proposed structures and prepare reports and permits as needed to gain design approval from Department. Prepare final plans, special provisions and estimates for a state letting using Federal funding. Perform ROW survey, research and prepare all necessary Plats for land acquisition (8 parcels assumed). Assist the city with minor bidding and construction questions as necessary. Letting TBD.
Route: Center St (FAU 7374)	
Section No.: 19-00904-00-BR	
Structure #'s: 058-3061 (Exist)	

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
005 Roadway Design and Plan Preparation																
01 Process Survey Data and Create DTM	14		2									12				
02 Roadway Design, Roadside Safety	32		16	4								12				
03 Cover, General Notes, SOQ, Schedules	10			4								6				
04 Typical Sections, Entrance Details	16		4									12				
05 Erosion Control and Drainage Details	16		8									8				
06 Alignment, Ties, Benchmarks, Coordinates	10		2									8				
07 Plan and Profile Sheets	44	2	10									32				
08 Cross-Sections	26		8									18				
09 Storm Sewer Details	52		4	8								40				
10 Water Line Relocation Details	22	2	4									16				
11 Miscellaneous Details	18	2	4	4								8				
12 Roadway Quantities/Schedules	40		4		24							12				
Labor Hours Subtotal	300	6	66	20	24	0	0	0	0	0	0	184	0	0	0	0
Labor Costs Subtotal	\$ 37,542.40	\$ 1,152.00	\$ 11,827.20	\$ 2,240.00	\$ 2,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,019.20	\$ -	\$ -	\$ -	\$ -
	12.7%															
006 Bridge Design and Plan Preparation																
Design (Multi-Span Steel or PPC I beam)																
01 Superstructure Analysis and Design (Beam, Deck, Brg)	78	2				10	24	42								
02 Deck Elevations (Girders and Approach Slab)	18					2	4	12								
03 Abut and Pile Design	40	2				8	10	20								
03 Pier Design	80	2				8	22	48								
Plan Detailing and Preparation																
04 General Plan and Elevation	40	2				4	10					24				
05 General Notes and Data	16					2	2					12				
06 Miscel Details (Slipform, Joint, Pile Details, Scupper, Borings)	24						12					12				
07 TOS Elevations ( Approaches and Bridge - 4 sheets)	36					4	12					20				
08 Superstructure and Integral Diaphragm Details (3 sheets)	80					10	20					50				
09 CIP Approach Slab Details (2 sheets)	32					4		8				20				
10 Framing Plan and Steel/PPC Details (3 sheets)	104					10	34					60				
11 Pier Details (4 sheets)	72					8		24				40				
12 Integral Abutment Details (2 sheets)	58					8		20				30				
13 Bridge Quantities	30						10	20								
Labor Hours Subtotal	708	8	0	0	0	78	160	194	0	0	0	268	0	0	0	0
Labor Costs Subtotal	\$ 86,086.40	\$ 1,536.00	\$ -	\$ -	\$ -	\$ 13,728.00	\$ 23,040.00	\$ 18,624.00	\$ -	\$ -	\$ -	\$ 29,158.40	\$ -	\$ -	\$ -	\$ -
	29.2%															
007 Final Plans, Specification and Estimates																
01 Special Provisions	36	4		16			16									
02 Estimate of Cost	18	2		8			8									
02 Estimate of Time	14	2		6			6									
03 Bid Documents (State Let - Check Sheets)	8			6			2									
04 Pre-Final Plan Revisions (Address IDOT comments)	14	2					4					8				
Labor Hours Subtotal	90	10	0	36	0	0	36	0	0	0	0	8	0	0	0	0
Labor Costs Subtotal	\$ 12,006.40	\$ 1,920.00	\$ -	\$ 4,032.00	\$ -	\$ -	\$ 5,184.00	\$ -	\$ -	\$ -	\$ -	\$ 870.40	\$ -	\$ -	\$ -	\$ -
	4.1%															



Engineering Estimate Summary		
WHKS Labor Fee (Est)	\$ 244,403.20	82.8%
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Contingency 3.39%	\$ 10,000.00	
Total Engineering Estimate	\$ 305,114.20	

% of Estimated Construction Cost		
Est. Construction Cost	\$ 1,600,000.00	Adjusted From BCR
% Const w/o contingency	18.4%	
% Const w contingency	19.1%	

3695 S. 6th Street, Suite A  
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Mult = 3.20

Project Data

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Route: Center St (FAU 7374)  
Section No.: 19-00904-00-BR  
Structure #'s: 058-3061 (Exist)

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Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
008 Miscellaneous/Bidding/Other																
01 Field Check of Project	16			8			8									
02 Respond to Bidder Questions (State Letting)	4	4														
03 AASHTOWare Bridge Model/SLRS Form	12	4				8										
04 Special Feature Inspectitons and Docementation (Assume 3)	38	6				16	16									
05 Tabulate/Evaluate Bids, Recommend Award (State Lettting)	0															
06 Shop Drawing Review	0															
07 Phase 3 Involvement (address minor questions)	0															
Labor Hours Subtotal	70	14	0	8	0	24	24	0	0	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 11,264.00	\$ 2,688.00	\$ -	\$ 896.00	\$ -	\$ 4,224.00	\$ 3,456.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	3.8%															
009 QC/QA																
01 Hydraulic QC/QA	22								22							
02 Roadway QC/QA	22	22														
03 Bridge QC/QA	22	22														
Labor Hours Subtotal	66	44	0	0	0	0	0	0	22	0	0	0	0	0	0	0
Labor Costs Subtotal	\$ 11,616.00	\$ 8,448.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,168.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	3.9%															
Total Labor Hours	1,818	200	146	140	28	140	242	198	94	100	0	522	0	0	0	8
Total Labor Cost	\$ 244,403.20	\$ 38,400.00	\$ 26,163.20	\$ 15,680.00	\$ 2,688.00	\$ 24,640.00	\$ 34,848.00	\$ 19,008.00	\$ 13,536.00	\$ 12,160.00	\$ -	\$ 56,793.60	\$ -	\$ -	\$ -	\$ 486.40



- Assume 3 Special Feature Inspections (limited to visual inspection of beams only) with documentation. City to coordinate findings with BBS.

Not Included in Scope:

- Construction Phase including shop drawings.
- City's Capital Improvement Construction Contract - State Let use typical IDOT specifications.
- Plan distribution, Bidding assistance, tabulation of bids or award recommendation since project will be State let.
- Traffic control or bridge plans for staged traffic. (Complete Road Closure Assumed)
- Sidewalks or Safe Route to schools. (Assume bridge width is widened if necessary to satisfy requirements for pedestrian or bicycle traffic).
- Relocation/Design of utilities including overhead street lighting, sanitary sewer, gas, electric.
- Context Sensitive Solution (CSS).
- Updating BCR prepared by another consultant.
- No TSL (Preliminary Bridge Design and Hydraulic Report instead)
- Direct cost related to facilities for public meeting.
- Direct cost for advertising public meeting.
- Direct cost for postage for public information mailers.
- Direct cost for IDNR Permit (\$2740 for bridge crossing, add \$1650 if public notice required)



# CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

## Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on \_\_\_\_\_.

The City Representative for this Phase of work is \_\_\_\_\_.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this _____ day of _____, 20____.
---

## ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.  BY: _____ (Signature) (Title)  Dated this _____ day of _____, 20____.
--

# **PROPOSED PROJECT SCHEDULE - EXHIBIT C**

City of Decatur - Center Street Bridge Replacement

Project Schedule assumes January 20th, 2020 Council approval and Notice to Proceed to WHKS by February 3rd, 2020.

Task	Begin Date	End Date	Duration (Days)	12/01/2019	01/22/2020	03/14/2020	05/05/2020	06/26/2020	08/17/2020	10/08/2020	11/29/2020	01/20/2021	03/13/2021
Data Collection	02/03/2020	03/03/2020	31										
Inspect bridges and update Bridge Condition Reports (BCR) or Inspection Reports	03/01/2020	03/31/2020	31										
Conduct Topo, Hydraulic and Soil Surveys (with weather)	02/03/2020	03/03/2020	31										
Prepare/Submit Environmental Survey Request (ESR)	03/03/2020	04/12/2020	40										
IDOT Review of ESR (Bio/Cultural Signoffs)	04/12/2020	09/09/2020	148										
Perform HEC-RAS Hydraulic Analysis and Modelling	03/03/2020	05/03/2020	61										
Prepare/Submit Joint Application for ACOE 404 Permit	05/03/2020	05/10/2020	8										
Prepare Prelim. Bridge Design & Hydraulic Report (PBDHR)	05/03/2020	05/26/2020	24										
IDOT and/or IDNR Review of PBDHR	05/29/2020	07/29/2020	61										
Prepare Draft Project Development Report (PDR) & Public Involvement	05/03/2020	07/25/2020	83										
IDOT/City Review of Prelim. PDR	07/25/2020	08/25/2020	31										
Final PDR	08/25/2020	09/09/2020	15										
Prepare Pre-Final Plans & Specs	07/25/2020	10/09/2020	75										
IDOT/City Review of Preliminary Plans & Specs	10/09/2020	11/09/2020	31										
Address Review Comments	11/09/2020	11/24/2020	16										
Submit Final Plans and Specs for 3/5/20 State Letting	11/24/2020	11/24/2020	1										
ROW Acquisition and Clear	10/09/2020	12/16/2020	68										
State Letting (Fed Funds)	03/05/2021	03/05/2021	1										

Legend:  WHKS  
 City or IDOT  
 Req'd Submittal Dates for 3/5/2021 Letting



City of Decatur, Illinois  
 #1 Gary K. Anderson Plaza  
 Decatur, IL 62523-1196

# Change Order

Date: \_\_\_\_\_  
 Request No. \_\_\_\_\_ ☐ Final  
 Consulting  
 Engineer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

I recommend that an ☐ addition of \$ \_\_\_\_\_ be made to the above contract.  
☐ deduction

I recommend that an extension of \_\_\_\_\_ days be made to the above contract completion date.  
 The revised completion date is now \_\_\_\_\_.

Amount of original contract \$ \_\_\_\_\_  
 Amount of previous change orders \$ \_\_\_\_\_  
 Amount of current change order \$ \_\_\_\_\_  
 Amount of adjusted/final contract \$ \_\_\_\_\_

☐ addition  
 Total net ☐ deduction to date \$ \_\_\_\_\_ which is \_\_\_\_\_ % of Contract Price

State fully the nature and reason for the change order \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

<input type="checkbox"/>	Provision for this work is included in the original contract.
<input type="checkbox"/>	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
<input type="checkbox"/>	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
<input type="checkbox"/>	The change in design is necessary to fulfill the original intent of the Contract.
<input type="checkbox"/>	Other: (Explain)

Recommended \_\_\_\_\_  
 Public Works Director

\_\_\_\_\_ Date

Approved \_\_\_\_\_  
 Mayor  
 \_\_\_\_\_  
 Date

Attested \_\_\_\_\_  
 City Clerk  
 \_\_\_\_\_  
 Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - CR  201 First Street SE, Suite 700  Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Paula Dixon PHONE (A/C, No, Ext): 1-800-527-9049 E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED WHKS & Co.  P.O. Box 1467  Mason City, IA 50402-1467		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37885	

## COVERAGES

CERTIFICATE NUMBER: 57841669

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)		DPR9946314	07/29/19	07/29/20	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Center Street Bridge Replacement, Decatur, IL

## CERTIFICATE HOLDER

## CANCELLATION

City of Decatur, IL  #1 Gary K. Anderson Plaza  Decatur, IL 62523-1196  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Paula Dixon</i>
---	---





WHKS&amp;CO-01

CCRAW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edwards-Brandt & Associates 2007 4th Street Mason City, IA 50401		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): (641) 423-0675 <b>FAX</b> (A/C, No): (641) 423-2441 <b>E-MAIL ADDRESS:</b> cindy@edwards-brandt.com		
<b>INSURED</b>  WHKS & CO PO Box 1467 Mason City, IA 50402-1467		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: The Travelers Indemnity Company of America		25666
		INSURER B: Travelers Property Casualty Company of America		25674
		INSURER C: Travelers Casualty Insurance Company of America		19046
		INSURER D:		
		INSURER E:		
INSURER F:				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		680-7N901648	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA-7N905451	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7N908416	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7N908059	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Coverage			680-7N901648	7/1/2019	7/1/2020	Cyber \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project name - Center Street Bridge Replacement, Decatur, IL

Following forms added for additional insureds: CGD381 - General Liability Blanket Additional Insured Primary and Noncontributory; CAT474 Auto Additional insured primary and noncontributory; CAT353 Auto Blanket Additional Insured; 30 day notice of cancellation is provided

## CERTIFICATE HOLDER

## CANCELLATION

City of Decatur, IL  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523-1196

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

## COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

## EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all



respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## Exhibit G

## CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Iowa )  
 ) ss.  
COUNTY OF Cerro Gordo )

**SECTION I. BUSINESS STATUS STATEMENT**

I, the undersigned, being duly sworn, do state as follows:

A. WHKS & Co. (Hereinafter "Consulting Engineer") is a:  
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 42-0943938.

**B. CORPORATION**

The State of Incorporation is Iowa

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Philip F. Jensen</u> Name	<u>1412 6<sup>th</sup> Street SW</u> Company Address, Principal Office
<u>775 Sinsinawa Avenue</u> Address	<u>Mason City, IA 50401</u> City, State, Zip
<u>East Dubuque, IL 61025</u> City, State, Zip	<u>641-423-8271</u> <u>641-423-8450</u> Telephone Facsimile
<u>815-747-6999</u> Telephone	<u>www.whks.com</u> Website

The corporate officers are as follows:

President: Fouad K. Daoud

Vice President: William K. Angerman and Scott D. Sanford

Secretary: S. Scott Sweet

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**SECTION II. NON-COLLUSION STATEMENT** (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

\_\_\_\_\_ Others Interested in Contract        X   None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

### SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

### SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

*Scott D. Sanford*  
Signature

Scott D. Sanford

Printed Name

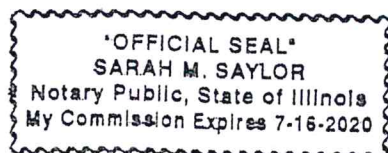
Vice President

Title

SUBSCRIBED and SWORN to before me this 25 day of November, 2019.

*Sarah M. Saylor*

Notary Public



<p style="text-align: center;">Exhibit H</p> <p style="text-align: center;">DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER</p> <p style="text-align: center;">As of the date of this contract.</p>		
Project Name:     Center Street Bridge Replacement		
Consulting Engineer:     WHKS and Company		
Classification	Minimum	Maximum
Project Manager	69.00	74.25
Transportation Engineer III	50.00	70.00
Transportation Engineer II	32.00	39.00
Transportation Engineer I	29.50	35.00
Structural Engineer III	49.00	60.00
Structural Engineer II	37.40	45.00
Structural Engineer I	28.50	33.00
Hydraulic Engineer III	46.00	46.00
Hydraulic Engineer II	44.50	44.50
Engineering Technician III	34.40	36.00
Engineering Technician II	29.50	34.00
Administrative Assistant	17.40	19.00

## Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name &amp; Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
<b>TOTAL AMOUNT DUE THIS INVOICE:</b>			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's  
Signature:

Title: