

RESOLUTION NO. _____

**RESOLUTION TO APPROVE PRELIMINARY ENGINEERING SERVICES
AGREEMENT AND APPROPRIATE MOTOR FUEL TAX FUNDS
FOR THE CENTER STREET / STEVEN'S CREEK BRIDGE (SN 058-3061)
CITY PROJECT 2019-04
SECTION NO. 19-00904-00-BR**

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Preliminary Engineering Services Agreement for Motor Fuel Tax Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$305,114.20 of State Motor Fuel Tax funds for the purpose of paying the City's portion of engineering costs for the Center Street/Steven's Creek Bridge, under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Center Street/Steven's Creek Bridge Replacement Project, are eligible for State Motor Fuel Tax funds.

Section 5. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit B and made part hereof, and transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 21st day of January, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Municipality CITY OF DECATUR	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Taxes	CONSULTANT	Name WHKS & CO.
Township				Address 3695 S 6 th ST FRONTAGE RD, W. SUITE A
County MACON				City SPRINGFIELD
Section 19-00904-00-BR				State ILLINOIS 62703

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Center Street (FAU 7374) - Bridge Replacement

Route FAU 7374 Length .19 Mi. ± 1300 FT (Structure No. 058-3061)

Termini As necessary to tie bridge approaches into existing roadway.

Description:

Removal and replacement of existing bridge structure including necessary approach roadway work.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☒ Prepare the Project Development Report when required by the DEPARTMENT.

SEE ADDENDUM

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- 1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark: SEE ADDENDUM~~
 - ~~a. ☒ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. SEE ADDENDUM~~
 - ~~b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:~~

Schedule for Percentages Based on Awarded Contract Cost

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

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

- 2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined~~

~~as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. SEE ADDENDUM~~

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

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

- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.~~
- b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.~~

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 190 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 190 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

Executed by the LA:

City of Decatur of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council

City _____ Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

WHKS & Co

3695 S 6th ST FRONTAGE RD. W. SUITE A

ATTEST:

Springfield, IL 62703

By Cay W. Chandler

By [Signature]

Title Senior Associate

Title Vice President

Approved

Date

Department of Transportation

Regional Engineer

ADDENDUM
Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds

Center Street (FAU 7374) over Stevens Creek Bridge Replacement

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

Provide to the LA one digital copy of the unsealed final plans in Portable Document Format (PDF) and in AutoCad (.dwg) or Microstation (.dgn) at project completion.

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

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1i, 1j, 1k, 1l, 2, 3, 4, 5 and 6 a sum of money ESTIMATED TO BE \$305,114 which includes estimated out-of-pocket expenses of \$50,130 as shown in Attachment A.



**Resolution for Improvement
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	19-00904-00-BR

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Decatur, Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+	Center Street Bridge	058-3061	7374	1.5 M. W. of FAU 7429	Steven's Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Removal and replacement of existing Center Street Bridge Structure including necessary approach roadway work.

2. That there is hereby appropriated the sum of Three Hundred and Five Thousand, one hundred and fourteen Dallors
and 20/100 Dollars (\$305,114.20) for the improvement of
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Decatur, Illinois in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Decatur, at a meeting held on January 21, 2020
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of January, 2020
Day Month, Year

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date