


Municipality City of Rochelle	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Wendler Engineering Svcs., Inc.
Township				Address 698 Timber Creek Rd. PO Box 486
County Oale				City Dixon
Section 7 th Avenue				State IL

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 7th Avenue bridge over Kyte Creek

Route 7th Ave Length 0.13 Mi. 700.00 FT (Structure No. 071-6005)

Termini Structure carrying 7th Avenue over Kyte Creek and necessary roadway approaches within 350' of the structure

Description:

Engineering and surveying service to prepare structure plans for replacement of SN 071-6005 including necessary roadway approaches.

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

1e, 1f, & 1h

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

MAXIMUM not to exceed \$21,905.00
Schedule for Percentages Based on Awarded Contract Cost

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

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

2. To pay for services stipulated in paragraphs 1h & 1j of the ENGINEER AGREES at actual cost of performing such work plus 50 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 1c & 1j. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

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

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 50 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 50 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 Rochelle 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:

Wendler Engineering Services, Inc.

698 Timber Creek Road, P.O. Box 486

Dixon, IL 61021

ATTEST:

By Scott A. Brown

By Patrick Hubert

Scott A. Brown, P.E., S.E.
Director – Structural Services

Patrick Hubert, P.L.S.
Vice - President

Title _____

Title _____

Approved

Date
Department of Transportation

Regional Engineer

Municipality City of Rochelle	L O C A L A G E N C Y	Construction Observation Services Agreement For Local Funds	C O N S U L T A N T	Name Wendler Engineering Services, Inc.
Township				Address 698 Timber Creek Rd. PO Box 486
County Ogle				City Dixon
Section 7 th Avenue				State IL

THIS AGREEMENT is made and entered into _____ day _____, 2021 between the above Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Local Tax Funds will be used entirely to finance ENGINEERING services as described under AGREEMENT PROVISIONS. 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", may be used entirely or in part to finance CONSTRUCTION completed by the contractor.

Section Description

Name: 7th Avenue bridge over Kyte Creek (Structure No. 071-6005 Existing)

Description:

Engineering and surveying services for Construction Observation (Phase III) of the construction replacement of SN071-6005.

The Engineer Agrees,

- 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:

Construction Observation (Phase III) shall include:

Furnishing the engineering Field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm. The ENGINEER may sublet all or part of the material testing services.

Engineering Field inspection shall include:

- Consultation on interpretation of plans and specifications and changes during construction.
- Checking all shop and working drawings.
- Periodic job-site observation for general compliance with the plans and specifications
- Reviewing and checking all reports by testing laboratories on equipment and material tested.
- Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
- Conducting final observation of construction and preparation of final papers and reports
- Provide construction layout stakes for the contractor.

Providing these services, the ENGINEER does not supervise the contractor, provide continuous observation,

or guarantee the performance of the contract by the contractor.

- (2) That all reports, plans, 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 services performed as stipulated in paragraphs 1, 2, 3, 4, 5, & 6 (CONSTRUCTION ENGINEERING - Construction Observation (Phase III)) in accordance with:

Payments on time and material basis for sum of money up to **\$113,670.00**.

The fees listed are estimates based on the project scope and limits provided by the LA. Actual costs may vary; however, compensation shall not exceed the total amount without prior approval from the client.

3. That payments due the ENGINEER for Cost to Engineer for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed. Invoiced monthly partial payments may be made from time to time as the work progresses.

"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 and are to be paid in accordance with the agreed rate schedule. If the personnel of the firm 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.

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 1b and prior to the completion of such services, the LA shall reimburse the ENGINEER for "Cost to Engineer" plus 5 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 and time and material basis.

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 under other agreements.

6. Material Testing Services required by the DEPARTMENT shall be billed as direct costs to the LA and are included in the totals listed under THE LA AGREES.

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, 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.
5. The attached terms and conditions are incorporated into and made part of this agreement.
6. All project limits shall be on public property or properties with access rights secured by the City.

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 Rochelle of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council

City Clerk
(Seal)

By _____
Title _____

Executed by the ENGINEER:

Wendler Engineering Services, Inc.
698 Timber Creek Road, P.O. Box 486
Dixon, IL 61021

By 
Scott A. Brown, P.E., S.E.

Title Director of Structural Services



Average Hourly Project Rates

Route 7th Avenue
 Section City of Rochelle
 County Ogle
 Job No. #2150283
 PTB/item

Date 1/5/2021

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	Structure Design for Current			Approach, Failing, Design and P			Update Specifications, Quant			Load Rating for DOT BBS			GC / OA			Layouts for RMU and Utility Coordination		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
PROFESSIONAL ENGINEER I	\$110.00	16	38.10%	41.90	6	33.33%	36.67	6	40.00%	44.00	6	75.00%	93.75	3	23.08%	25.38	3	23.08%	25.38
PROFESSIONAL ENGINEER II	\$125.00				2	13.33%	16.67												
PROFESSIONAL LAND SURVEYOR / GIS	\$110.00																		
SURVEY PARTY CHIEF	\$80.00																		
RODMAN	\$80.00																		
AUTOCADD OPERATOR	\$95.00	8	19.05%	18.10	8	44.44%	42.22							3	23.08%	21.92	4	30.77%	24.62
CLERICAL	\$55.00	2	4.76%	2.62				4	26.67%	14.67							2	15.38%	14.62
LICENSED STRUCTURAL ENGINEER	\$135.00	16	38.10%	51.43	4	22.22%	30.00	3	20.00%	27.00	2	25.00%	33.75	4	30.77%	41.54			
TOTALS		42	100%	\$114.05	18	100%	\$108.89	15	100%	\$102.33	8	100%	\$127.50	13	100%	\$117.69	13	100%	\$92.31



**Cost Estimate of
Consultant Services**

Date 01/05/21

Firm Wendler Engineering Services

Route 7th Avenue

Section City of Rochelle

County Ogle County

Job No. _____

ITEM	SCOPE DESCRIPTION AND NOTES (Work by Wendler Staff unless Noted)
Project Administration	Project billing administration, in-house coordination, and 2 project meetings with the City
Site Review and Update Topographic Surveys	Review previous plans, review and meet on site, field work to update topo surveys
Update Environmental Permits	Update for authorizations for expired permits. Resubmit as required. No detailed investigations or surveys required.
Hydraulics Coordination with IDNR OWR	Update IDNR OWR Statewide Permit Approval. Assumes no individual IDNR review or special permit.
Boundary research and plat updates	Verify current boundary research and revise plats as required. Expected plat changes at NE corner.
Modify Roadway Design and Plan Updates	Revise approachwork plans for utility updates, path, sidewalk, pavement, and NW property lot work.
Structure Design for Current Policy and Plan Preparation	Assumes redesign of a bridge to current AASHTO current policy. Evaluate abutment cap configuration for constructability. Update design plan sheets.
Approach Railing Design and Plan Sheet	Prepare design and plan sheet for approach concrete parapet railings.
Update Specifications, Quantities, and Cost Estimates	Update specifications with new forms. Revise quantities and cost estimate for plan updates and changes.
Load Rating for IDOT BBS	AASHTOware load rating model as required for roadway bridges.

Agency review and permit fees paid by the City of Rochelle