

# Local Public Agency Engineering Services Agreement

		Agreement For		_		Agr	eement Typ	е	
Using Federal Funds?  Y	es 🖂 N	MFT PE					ginal		
		LC	OCAL PUE	BLIC AGENCY					
Local Public Agency			County	/	Sect	on Nur	nber	Job	Number
Lee County			Lee		24-2	21148	-00-BR*		
Project Number	Contact Na	me	F	Phone Number	Ema	il *	Joint Section	- See Ex	xhibit F
	David An	derson		815) 857-4141	l dan	derso	n@county	oflee.	org
		S	FCTION I	PROVISIONS	· ·				
Local Street/Road Name		_	Key Rout		Length		Structure N	lumber	
Beemerville Road			TR 201		±600'		052-4666	3	
Location Termini									Add Location
Approximately 300' We	st and 30	00' East of cente	er of stru	cture					Remove Location
Project Description									
Replacement of Str. No	). 052-46	obb with approac	en work t	o tie into exist	ing roa	dway			
Engineering Funding		MFT/T	BP 🗌 S	State 🛭 Other	Local				
Anticipated Construction Fu	nding 🗌 F	Federal 🔀 MFT/T	BP 🗌 S	State 🛭 Other	Local				
			AGREEN	MENT FOR					
	gineering	Phase II - Des	ign Engine	eering					
			CONS	ULTANT					
Prime Consultant (Firm) Na	ne	Contact Nam	ne	Phone Numb	er	Email			
WHKS & Co.		Craig Fink		(217) 483-	9457	cfink	@whks.co	m	
Address				City				State	Zip Code
3501 Constitution Drive	e, Suite E	3		Springfield				IL	62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of

Transportation

Resident Construction Supervisor 
Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT

In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor Company or Companies to which the construction contract was awarded

# The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT: EXHIBIT A: Scope of Services EXHIBIT B: Project Schedule EXHIBIT C: Qualification Based Selection (QBS) Checklist EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514) EXHIBIT D: D : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation) EXHIBIT E: Consultant Engineering Est-Specific Rate EXHIBIT F: Joint Section No. and Client Agrees Addition

AGREEMENT EXHIBITS

# THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- 4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
- 10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES.

- 1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. To pay the ENGINEER:
  - (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

The Fixed Fee cannot exceed 15% of the DL + OH.

- (c) For Non-Federal County Projects (605 ILCS 5/5-409)
  - (1) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
  - (2) Final payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Lump Sum	
	\$125,793.42 (Maximum Fee \$150,000)
Cost plus Fixed Fee:	
Total Compensation = DL + Do	C + OH + FF
DL is the total Direct	lahor
DC is the total Direct	•
	nead rate applied to their DL and
FF is the Fixed Fee.	
Where FF =	( $0.33 + R$ ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit
	allowed on the direct labor of the subconsultants.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

# III. IT IS MUTUALLY AGREED,

Method of Compensation:

Percent

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
  - The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

- 4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
- 5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
- 6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

- 8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
  - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace:

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

Prime Consultant Total

Total for all work

\$125,793.42

\$125,793,42

AGREE	AGREEMENT SUMMARY											
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount										
WHKS & Co.	42-0943938	\$125,793.42										
	•											
Subconsultants	TIN/FEIN/SS Number	Agreement Amount										
	Subconsultant Total											

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AGREEMENT	SIGNATURES
Executed by the LPA:	
	Public Agency
Attest: The County of Lee C	County
By (Signature & Date)	By (Signature & Date)
Local Public Agency Local Public Agency Type	Title
Lee County County Clerk	County Board Chairman
(0541)	
(SEAL)	
Executed by the ENGINEER:	
Prime Consultant (Firm) Name	
Attest: WHKS & Co.	
Py (Signatura & Data)	Pu (Signatura & Data)
By (Signature & Date)	By (Signature & Date)
Title	L Title
Vice-President	Vice-President
vice i resident	Vice i redident
APPROVED:	
Regional Engineer, Department of Transportation (Signature & Date	
regional Engineer, Department of Transportation (Signature & Date	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lee County	WHKS & Co.	Lee	24-21148-00-BR*

# EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- d. 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.
- e. Prepare Scour Critical Coding report.
- f. Provide environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request or EcoCAT, Storm Water Pollution Prevention Plan, and Asbestos Determination form.
- g. Complete detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- h. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary right-of-way dedications and construction easements including prints of the corresponding plats as required. For cost estimate assume 5 Plats with Temp Easements.
- i. Prepare superstructure rating in AASHTOware software program and complete the applicable IDOT Structure Load Rating Summary (SLRS) Form.
- i. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number						
Lee County	WHKS & Co. Lee 24-21148-00								
	EXHIBIT B PROJECT SCHEDUL	.E							
Schedule to be coordinate	Schedule to be coordinated with Client for planned 2026 construction.								

Loc	al Public Agency	Prime Consultant (Firm) Name	County		Sect	ion N	umber
Le	e County	WHKS & Co.	Lee		24-2	2114	8-00-BR*
		Exhibit C Qualification Based Selection	(QBS) Checklist				
Unc func	LPA must complete Exhibit D. If the value the threshold, QBS requirements described by being used, federal small purchase. Form Not Applicable (engineering serms 1-13 are required when using fed	o not apply. The threshold is adjuste guidelines must be followed. vices less than the threshold)	ed annually. If the	value is under th	e thre	esholo	
	ng State funds and the QBS process		phicable. Items	4-10 are require	No 1		
1	Do the written QBS policies and proceand administration) concerning engine			, management			
2	Do the written QBS policies and proce specifically Section 5-5.06 (e) of the E		utlined in Section	5-5 and			
3	Was the scope of services for this pro	ject clearly defined?					
4	Was public notice given for this projec	et?					
5	Do the written QBS policies and proce	edures cover conflicts of interest?					
6	Do the written QBS policies and procedebarment?	edures use covered methods of veri	fication for susper	nsion and			
7	Do the written QBS policies and proce	edures discuss the methods of evalu	uation?				
		Project Criteria		Weighting			
8	Do the written QBS policies and proce	edures discuss the method of select	ion?				
Sel	ection committee (titles) for this projec	t					
	<u> </u>	consultants ranked for this project in	n order				
	2 3				<u> </u> 		
9	Was an estimated cost of engineering	for this project developed in-house	prior to contract r	negotiation?			
10	Were negotiations for this project perf	ormed in accordance with federal re	equirements.				
11	Were acceptable costs for this project	verified?					
12	Do the written QBS policies and proce the request for reimbursement to IDO		for payment, befo	re forwarding			
13	Do the written QBS policies and proce (monitoring, evaluation, closing-out a breaches to a contract, and resolution	contract, records retention, respons					
14	QBS according to State requirements	used?			$\boxtimes$		
15	Existing relationship used in lieu of QI	3S process?		<u> </u>		$\square$	

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16 LPA is a home rule community (Exempt from QBS).



# **EXHIBIT D**

# **Direct Costs Check Sheet**

Prime Consultant Name		PTB Number	State Job Number(s	s)			
WHKS & Co.		N.A.	N.A.				
		☑ Prime	Supplement	Date			
Consultant							
WHKS & Co.							
Item		Allowable		Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to stat	e rate maximum			6	\$68.00	\$408.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	st (Up to state rate max	kimum)		6	\$110.00	\$660.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual co	st			6	\$25.10	\$150.60
Air Fare		te, actual cost, requires otice, with prior IDOT ap					
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to stat	e rate maximum			1,140	\$0.67	\$763.80
Vehicle Owned or Leased	\$32.50/ha	alf day (4 hours or less)	or \$65/full day				
Vehicle Rental	Actual co	st (Up to \$55/day)					
Rental Vehicle Fuel	Actual co	st (Submit supporting d	locumentation)				
Tolls	Actual co	st					
Parking	Actual co	st					
Overtime	Premium	portion (Submit suppor	rting documentation)				
Shift Differential	Actual co	st (Based on firm's poli	cy)				
Overnight Delivery/Postage/Courier Service	Actual co	st (Submit supporting d	locumentation)				
Copies of Deliverables/Mylars (In-house)	Actual co	st (Submit supporting d	locumentation)				
Copies of Deliverables/Mylars (Outside)	Actual co	st (Submit supporting d	locumentation)				
Project Specific Insurance	Actual co	st					
Monuments (Permanent)	Actual co	st					
Photo Processing	Actual co	st					
2-Way Radio (Survey or Phase III Only)	Actual co	st					
Telephone Usage (Traffic System Monitoring Only)	Actual co	st					

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Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
				Total Direct Cost	\$1,982.40

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

BDE 436 (Rev. 01/09/24) File Code: 06.014.0101



**EXHIBIT E** 

**Engineering Estimate Summary** \$ 112,375.25 WHKS Labor Fee (Est) 98.3% WHKS Direct Cost (Est) \$ 1,982.40 1.7% Survey (In-House) 0.0% Soil Borings (By County) 0.0% Contingency 10% \$ 11,435.77 Total Engineering Estimate \$ 125,793.42

% of Estimated Construction Cost

% Const w/o contingency

% Const w contingency

Est. Construction Cost \$ 787,500.00 (Est'd 75' x 28' @ \$375/sf)

14.5%

16.0%

3501 Constitution Drive, Suite B Springfield, IL 62711 Phone: (217) 483-WHKS Fax: (217) 483-9458

Project Data

Client: Lee County

Route: Beemerville Road (TR 201) over Willow Creek

Section No.: 24-21148-00-BR (Willow Creek Twp.) / 24-22142-00-BR (Wyoming Twp.)

Structure #'s: 052-4666 (Exist) 052-4676 (Prop)

Scope: Remove and replace single-span structure on pile bent abutments and concrete backwalls with a single span 33" PPC deck beam bridge on pile-bent spill through abutments. Resurface roadway/shoulders as needed. Perform field survey, conduct hydraulic analysis of proposed structure including upstream and downstream approach scour countermeasures, and prepare reports and permits as needed to gain design approval from District. County to provide soil borings. Prepare final plans, special provisions and estimates for a Local letting using TBP Funds. Perform ROW survey, research and prepare all necessary plats for land acquisition (Assume 5 plats). Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 letting.

	questions as necessary. Plan for January 2026 letting.															
Item Description  001 Project Administration	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	P.L.S. II	Survey Tech II	Admin.
01 Project Admin and Management	24	8	8			8							+			
02 Billing/Invoicing (1 hours/invoice x 6 invoices)	6	6	0			0										
03 Internal Kickoff Meeting / Project Closeout	10	4		1	1	<u> </u>	1	4	1			1				
	0	4			1			I	ı			<u> </u>				
04 Meetings (none assumed)	U															
Labor Hours Subtotal	40	18	8	1	1	8	1	1	1	0	0	1	0	0	0	0
Labor Costs Subtotal	\$ 8,368.75	\$ 4,095.00	\$ 1,690.00	\$ 178.75	\$ 130.00	\$ 1,690.00	\$ 162.50	\$ 130.00	\$ 162.50	\$ -	\$ -	\$ 130.00	\$ -	\$ -	\$ -	\$ -
	7.3%			-	·					·	•					
002 Survey		_												<u>,                                      </u>	<u>,                                      </u>	
01 Topo, Hydraulics, ROW/Property Lines	86												18	8	60	
02 Plats (5 Assumed)	68												40	16	12	
Labor Hours Subtotal	154	0	0	0	0	0	0	0	0	0	0	0	58	24	72	0
Labor Costs Subtotal	\$ 17,361.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,597.50	\$ 3,276.00	\$ 7,488.00	\$ -
	15.2%															
003 Reports and Coordination							,									
Od Abbrevieted DODe (Name Account)			1										1	1	1	-
01 Abbreviated BCRs (None Assumed)	0															
02 Preliminary Bridge and Hydraulic Reports (no TSL)	20	2		4		2			4			8				
03 Clearinghouse Coord. (Reg. Plan. Comm.) (None Assumed)	0															
04 Project Dev. Report w/ Disposition & Resubmit (None Assumed	0															
Lahan Hausa Cuhtatal	20			4	0		0	0	4	0				1 0		
Labor Hours Subtotal Labor Costs Subtotal	20 \$ 3,282.50	2 \$ 455.00	0	\$ 715.00	0	\$ 422.50	0	0	\$ 650.00	\$ -	0	\$ 1,040.00	0	0	0	0
Labor Costs Subtotal		φ 455.00	\$ -	φ / 15.00	Φ -	φ 422.50	Φ -	Φ -	\$ 650.00	φ -	Φ -	Ф 1,040.00	Φ -	Φ -	Φ -	Φ -
004 Permits and Coordination	2.9%															
004 Permits and Coordination			1			I										
01 ESR (Cultural, Biological, Wetlands) (local-ecocat by County)	12		2				4					6		+	+	
02 404 Permit (Joint Application Form)	8						4					4				
03 SWPPP	10		2	4		<u> </u>	4					4				
				4								4				
04 Federal Coordination Meeting (None Assumed)	0												1	1	1	1
05 Asbestos Determination and Coordination	2						2									
06 Utility Coordination (JULIE & Plan Submit) (No Reloc. Assumed	10	2			2			2				4				
Labor Hours Subtotal	42	2	4	4	2	0	10	2	0	0	0	18	0	0	0	0
Labor Costs Subtotal		\$ 455.00	\$ 845.00	\$ 715.00	\$ 260.00	\$ -	\$ 1,625.00	\$ 260.00	\$ -	\$ -	\$ -	\$ 2,340.00	\$ -	\$ -	\$ -	\$ -
	5.7%	,	,	,	,	, ,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	•	•	*	, , , , , , , , , , , ,	*	1 *	*	,
005 Hydraulics and Drainage																
							Ī			Ī			Ĭ	Ĭ	Ĭ	Ĭ
01 Drainage Area/Flows (StreamStats w/ Modify Basin)	2									2						
02 Prepare Base HECRAS Model (Calibrate w/ FEMA Map)	20			2					4	14						
03 Analyze Natural and Existing Condition	20			2					4	14						
04 Analyze Proposed Conditions (No Piers)	32			2			2		8	20				1	1	1
05 Stream Approach/Depart Skew and Scour Countermeasures	24			_			<del>-</del> -		8	16				1	1	1
06 Ditch Hydraulics and Special Ditches	10		1	6			+		5	10			+	+	+	<del> </del>
07 Entrance Culverts (Assume 4 Culverts analyzed)	12		4	8			+						+	+	+	<del> </del>
Or Entrance Curverts (Assume 4 Curverts analyzed)	14	<u> </u>	4	0		<u> </u>							<u> </u>	<u> </u>	<u> </u>	<u> </u>
Labor Hours Subtotal	120	0	8	20	0	0	2	0	24	66	0	0	0	0	0	0
Labor Costs Subtotal	\$ 18,070.00	\$ -	\$ 1,690.00	\$ 3,575.00	\$ -	\$ -	\$ 325.00	\$ -	\$ 3,900.00	\$ 8,580.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	15.8%		•				· ·		<u></u>	<u>'</u>		•	•	•	•	•



**EXHIBIT E** 

Client: Lee County

Route: Beemerville Road (TR 201) over Willow Creek

Section No.: 24-21148-00-BR (Willow Creek Twp.) / 24-22142-00-BR (Wyoming Twp.)

Project Data

**Engineering Estimate Summary** WHKS Labor Fee (Est) \$ 112,375.25 98.3% WHKS Direct Cost (Est) \$ 1,982.40 1.7% Survey (In-House) 0.0% Soil Borings (By County) 0.0% \$ Contingency \$ 11,435.77 Total Engineering Estimate \$ 125,793.42

% of Estimated Construction Cost

3501 Constitution Drive, Suite B Springfield, IL 62711 Phone: (217) 483-WHKS Fax: (217) 483-9458

Est. Construction Cost \$ 787,500.00 (Est'd 75' x 28' @ \$375/sf)

% Const w/o contingency 14.5% 16.0%

% Const w contingency

Scope: Remove and replace single-span structure on pile bent abutments and concrete backwalls with a single span 33" PPC deck beam bridge on pile-bent spill through abutments. Resurface roadway/shoulders as needed. Perform field survey, conduct hydraulic analysis of proposed structure including upstream and downstream approach scour countermeasures, and prepare reports and permits as needed to gain design approval from District. County to provide soil borings. Prepare final plans, special provisions and estimates for a Local letting using TBP Funds. Perform ROW survey, research and prepare all necessary

	Structure #'s: 052-4666 (Exist) 052-4676 (Prop)  Item Total Project Transportation Transportation Transportation Structural Structural Structural									estimates for a Local letting using TBP Funds. Perform ROW survey, research and prepare all necessary plats for land acquisition (Assume 5 plats). Assist the County with minor bidding and construction questions as necessary. Plan for January 2026 letting.						
Item Description  006 Roadway Design and Plan Preparation	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	P.L.S. II	Survey Tech II	Admin.
1000 Roadway Design and Flan Fleparation														l		
01 Process Survey Data and Create DTM	18		2									16				
02 Roadway Design, Roadside Safety	10		_	2								8				
03 Cover, General Notes, SOQ, Schedules	12			6								6				
04 Typical Sections, Entrance Details	8		2									6				
05 Erosion Control and Drainage Details	16			4								12				
06 Alignment, Ties, Benchmarks, Coordinates	8			2								6				
07 Plan and Profile Sheet(s) (Assume 1 Sheet)	18		2									16				
08 Cross-Sections	18		2									16				
09 Miscellaneous Details	14	2	2	2								8				
10 Roadway Quantities/Schedules	18		2		6							10				
Labor Hours Subtotal		2	12	16	6	0	0	0	0	0	0	104	0	0	0	0
Labor Costs Subtotal	, ,,	\$ 455.00	\$ 2,535.00	\$ 2,860.00	\$ 780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,520.00	\$ -	\$ -	\$ -	\$ -
007 Builder Design and Blan Busynessian	17.6%															
007 Bridge Design and Plan Preparation							1				1			1	,	
Design (Single Span PPC Deck beam)	4.4						_									
01 Superstructure Analysis and Design	14	2				4	8									
02 Abut and Pile Design	14	2				4	8									
03 Pier Design (No Piers)	0															
Plan Detailing and Preparation							_									
04 General Plan and Elevation	10						2					8				
05 General Notes and Data	8						2					6				
06 Miscel Details (Railing, Pile Details, Borings)	8						2					6				
07 Superstructure Details (2 Sheets)	18						6					12				
08 Pier Details (No Piers)	0															
09 Abutment Details (2 Sheets)	18					2		4				12				
10 Bridge/Structure Quantities	14						4	10								
Labor Hours Subtotal		4	0	0	0	10	32	14	0	0	0	44	0	0	0	0
Labor Costs Subtotal		\$ 910.00	\$ -	\$ -	\$ -	\$ 2,112.50	\$ 5,200.00	\$ 1,820.00	\$ -	\$ -	\$ -	\$ 5,720.00	\$ -	\$ -	\$ -	\$ -
COO First Bloom Consideration and Fatherston	13.8%															
008 Final Plans, Specification and Estimates							1				1			1	,	
04.0	40															
01 Special Provisions	10	2		4			4									
02 Estimate of Cost	6	2		2			2		1		-		-			
02 Estimate of Time	6	2		2			2									
03 Bid Documents (Local Let - Check Sheets)  04 Pre-Final Plan Revisions (Address IDOT Comments)	30	10		10			10					4				
U4 Pre-Final Plan Revisions (Address IDOT Comments)	12	2		3			3					4				
Labora Harris Ordetata	0.4	10		04			04					1		0		
Labor Hours Subtotal		18	0	21	0	0	21	0	0	0	0	\$ 520.00	0	0	0	0
Labor Costs Subtotal		\$ 4,095.00	\$ -	\$ 3,753.75	\$ -	<b>&gt;</b> -	\$ 3,412.50	\$ -	\$ -	\$ -	\$ -	\$ 520.00	\$ -	\$ -	\$ -	\$ -
009 Miscellaneous/Bidding/Other	10.3%															
009 Wiscellaneous/Bidding/Other		1										1	1	ı		
01 Field Check of Project	10	-		F			E		1							
01 Field Check of Project	10 8	2		5		e	5		-							
02 AASHTOWare Bridge Model/SLRS Form	_	2				6			<del>                                     </del>							
03 Evaluate Bids, Recommend Award (Local Letting) 04 Shop Drawing Review (Assume PPC Deck Beam)	1	1				•			<del>                                     </del>							
	6	-				6			1				-			
05 Phase 3 Involvement (Address Minor Questions)	4	-				4			-							
Labor Harris Critista	20	2	0	<u> </u>	0	16	F	0					0	0	0	
Labor Hours Subtotal Labor Costs Subtotal		3 \$ 682.50	0 \$ -	5 \$ 893.75	\$	16 \$ 3,380.00	5 \$ 812.50	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
Labor Costs Subtotal		ψ 002.30	ψ -	ψ 033.73	Ψ -			Ψ -	Ψ -	Ψ -	Ψ -	Ψ -	Ψ -	Ψ -	Ψ -	ψ -
	5.0%					2 of 3										



# **EXHIBIT E**

	Engineering Estimate S	Summary		
WHKS Labor Fee (Es	t)	\$	112,375.25	98.3%
<b>WHKS Direct Cost (E</b>	st)	\$	1,982.40	1.7%
Survey (In-House)		\$	-	0.0%
Soil Borings (By Cou	nty)	\$	-	0.0%
Contingency	10%	\$	11,435.77	
<b>Total Engineering Es</b>	timate	\$	125,793.42	

% of Estimated Construction Cost

3501 Constitution Drive, Suite B Springfield, IL 62711 Phone: (217) 483-WHKS Fax: (217) 483-9458

Est. Construction Cost \$ 787,500.00 (Est'd 75' x 28' @ \$375/sf) % Const w/o contingency 14.5%

% Const w contingency 16.0%

Project Data

Client: Lee County

Route: Beemerville Road (TR 201) over Willow Creek

Section No.: 24-21148-00-BR (Willow Creek Twp.) / 24-22142-00-BR (Wyoming Twp.)

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	Item Description	Total Hours	Project Tr Manager	ransportation Transportation Eng III Eng II	Transportation Structural Eng I Eng III	Structural Structu Eng II Eng		Hydraulic Eng II	Hydraulic Eng I	Engineering Engineering Tech III Tech II	P.L.S. II	Survey Tech II Admi	iin.
010 QC/QA			0	o o	3		o .		Ü	'	'		
01 Hydraulic QC/QA		0	0										
02 Roadway QC/QA		8	8										-
03 Bridge QC/QA		8			8								
	Labor Hours Subtotal	24	16	0 0	0 0		0	0	0	0 0	0	0 0	
	Labor Costs Subtotal			5 - \$ -	\$ - \$ 1,690.00	\$ - \$	- \$ -	\$ -	\$ -	\$ - \$ -	\$ -	\$ - \$	-
		4.7%		•			•	•			•	•	
Total Labor Hours Total Labor Cost		679 \$ 112,375.25	65 \$ 14,787.50 \$	32 71 6,760.00 \$ 12,691.25	9 44 \$ 1,170.00 \$ 9,295.00	71 17 \$ 11,537.50 \$ 2,21	29 0.00 \$ 4,712.50	66 \$ 8,580.00	0 \$ -	179 0 \$ 23,270.00 \$ 6,597.50	24 \$ 3,276.00	72 0 \$ 7,488.00 \$	-

### **EXHIBIT F**

### JOINT SECTION NUMBERS AND ADDENDUM TO CLIENT AGREES

# **Joint Section Numbers**

This project is located on the township line between Willow Creek Township and Wyoming Township in Lee County. A section number has been assigned to each township as follows:

Section 24-21148-00-BR – Willow Creek Township

Section 24-22140-00-BR – Wyoming Township

# Addendum to Client Agrees

- II. The LPA Agrees is modified by adding the following:
- 6. To perform or cause to performed 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 Illinois Department of Transportation (IDOT).