


Municipality	 Illinois Department of Transportation	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Construction Project	CON SUL TAN T	Name	Fehr Graham	
Township				Saratoga	Address	2060 W. Iles Avenue, Suite A
County				Marshall	City	Springfield
Section				18-10119-00-BR	State	Illinois 62704
		LOCAL AGENCY		CB Job No. 18-116		

THIS AGREEMENT is made and entered into this 11th day of January, 2018 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 not be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name T.R. 16 over Crow Creek

Route T.R. 16 Length _____ Mi. _____ FT (Structure No. 062-4045 (Prop.)
062-4004 (Ex.))

Termini SW 1/4, Sec. 3, T.13N., R.8E., of the 4th P.M., approximately 3.5 miles west of Broadmoor, Illinois.

Description:

Removal and replacement of an existing bridge structure including the 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.

(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, 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, (see EXHIBIT A for ADDENDUM TO AGREEMENT PROVISIONS)

~~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:~~

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.~~

~~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 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.~~

~~"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 _____ 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 _____ 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:

Marshall of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____ Clerk
[Signature]
(Seal)

County Board
By _____
Title Chairman, County Board
[Signature]

Executed by the ENGINEER:

Fehr Graham - Engineering and Environmental

2060 W. Iles Avenue, Suite A

ATTEST:

Springfield, Illinois 62704

By _____
Title Project Manager
[Signature]

By _____
Title Branch Manager
[Signature]

<p>Approved</p> <p>_____ Date</p> <p>Department of Transportation</p> <p>_____ Regional Engineer</p>
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EXHIBIT A
to
**Preliminary Engineering
Services Agreement**
Job No. 18-116

Section: 18-10119-00-BR

Name: T.R. 16 over Crow Creek Route: T.R. 16 Length: Mi. (Ex. Structure No. 062-4004)

Termini: SW ¼, Sec. 3, T.13N., R.8E., of the 4th P.M., approximately 3.5 miles west Broadmoor, Illinois

Description: Removal and replacement of an existing bridge structure including the necessary approach work.

**Further Description of Basic Services, Duties of Owner,
Method of Payment and Related Matters**

This is an exhibit attached to and made part of the Agreement dated January 11, 2018, between Marshall County, Illinois (LA) and Fehr Graham-Engineering and Environmental (ENGINEER) for Engineering Professional Services.

BASIC SERVICES are defined as services described in ENGINEER AGREES provision of said Agreement, to include Paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1j, 2, 4, 5, and 6 supplemented or amended as follows:

- Par. 1c. ENGINEER will provide coordination and interpretation of soil data as required for the design of the proposed improvement. Procurement and payment of soil surveys and subsurface investigations will be provided by the LA.
- Par. 1e. Preparation of bridge waterway sketch and/or channel sketch, if applicable. Submit Army Corps of Engineers Nationwide permit application.
- Par. 1f. Structure design and hydraulic study shall include:
- 1) Hydraulic analysis of existing structure and proposed structure.
- Par. 1g 1) Plans and estimates will be prepared for the proposed replacement structure presumed to be a single span precast prestressed concrete deck beam bridge, including required approach and channel work.
- 2) Special Provisions and Proposal to be prepared by the LA unless special provisions are required for specialty items.
 - 3) Furnish to the LA one set of electronic plans and one (1) copy each of: estimate of cost, Special Provisions (if required), and soil borings.
 - 4) Review fabrication drawings, if applicable.
- Par. 1j Prepare and submit environmental survey request application.

The LA AGREES to pay as compensation for BASIC SERVICES described in this EXHIBIT A, a sum of money not-to-exceed \$58,480.39, in accordance with the terms and provisions of the AGREEMENT as amended by this EXHIBIT A.

Traveling and other out-of-pocket expenses which are reimbursed to the ENGINEER as set forth in the AGREEMENT are considered part of BASIC SERVICES.

Preparing additional environmental documents as may be required such as wetland or stream delineation and/or mitigation, environmental impact statements, historic bridge, necessary ICC railroad work for funding and permitting, etc. will not fall under the normal scope of services as provided for in Item 1j under the ENGINEER AGREES. If this work is to be performed by the ENGINEER, it shall be considered additional services. Marshall County will be consulted regarding the extent of work necessary prior to performing such work.

Other additional Services, if required by Marshall County, include but are not limited to paragraph 1h & 1j.

Compensation for all services performed shall be paid to the ENGINEER at the actual cost of performing such work for the actual time spent in providing these services - the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions as shown on the attached Cost Estimate of Consultant Services.

