| Munici | pality | | C C | Illinois Depo of Transpor | artment tation | 002 | Name Fe | ehr Graham |
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| Towns | hip Sarat | roga | A L | Preliminary En Services Agr | | S | Address 2060 W. II | es Avenue, Suite A |
| County | Mars | hall | A G E N | For Motor Fuel Ta Construction F | x Funds | T A N | City | Springfield |
| Section | 18-10119 | 1-00-BR | C | CB Job No. 18 | • | Т | State Illi | nois 62704 |
| Agend improv supen | cy (LA) and Co vement of the vision of the S | above SECTION. Motate Department of Tr | ੨) a oto ran | nto this 11 th day and covers certain profes or Fuel Tax Funds, allotte asportation, hereinafter of described under AGREE | ssional engineered to the LA by the alled the "DEPA" | ing s he S .RTM | ervices in conr tate of Illinois u IENT", will not | nder the general |
| | | | | Section Descr | ption | | | |
| Name | T.R. 16 ove | er Crow Creek | Mentolesselve | manhama mana di 1900 di kali di Andri Andrich (mana ka pinana mga minduka di minduka ka minduka mani di minduka ka minduka mani di minduka ka m | No above dila articonolita a ti sent to a controllina di montrollina di montrollina di montrollina di montrollina di | duntal de la contraction de la | nation take all and representations and deleteration of springs for Justice and Control and Control and Control | 062-4045 (Prop.) |
| Route | T.R. 16 | Length | | Mi. | FT | (| Structure No. | 062-4043 (F16).) |
| Termir | ni <u>SW 1/4,</u> | Sec. 3, T.13N., R.8E. | . <u>, o</u> | f the 4 th P.M., approxima | ately 3.5 miles w | <u>rest c</u> | of Broadmoor, | llinois. |
| Descri Remov | | ement of an existing b | brid | dge structure including t | ne necessary ap | proa | ach roadway wo | ork. |
| | | | | Agreement Prov | risions | | | |
| | Engineer Agre | | | | , , | | | a annualian with the |
| | | | | formance of the followin escribed, and checked t | | ervic | es for the LA, II | n connection with the |
| a. | | - | | re necessary for the pre | | | | |
| b. | | eam and flood plain hy d bridge plans. | ıydı | raulic surveys and gathe | r high water dat | a, ar | nd flood historic | es for the preparation |
| C. | analyses | thereof as may be red | qui | soil surveys or subsurfactived to furnish sufficient of the suffic | data for the desi | ign o | f the proposed | improvement. |
| d. | | | | raffic studies and count gn of the proposed impr | | erse | ction studies a | s may be required to |
| e. | Prepare A Bridge wa agreemen | terway sketch, and/o | ers or C | s Permit, Department of Channel Change sketch, | Natural-Resoure Utility plan-and | ees-(loca | Office of Water tions, and Railr | Resources Permit, oad Cressing-work |
| f. | | | | n and Hydraulic Report, y overflows and bridge a | | omic | analysis of bri | dge-or culvert types) |
| g. | with five (5 | 5) copies of the plans | s, s | led plans, special provis pecial provisions, propo irnished to the LA by the | sals and estima | tes. | Additional cop | ies of any or all |
| h. | Furnish the easement as required | and borrow pit and cl | l dr :ha | afts in quadruplicate of a number of a specific of a specific or a specific of the specific of | all necessary rig s including print | ht-or s of | f-way dedicatio the correspond | ns, construction ing plats and staking |
| Note: | Four copies to | be submitted to the | Re | egional Engineer | | | | |

| Assist the LA in the tabulation and interpretation | of the contractors' proposals | |
|--|---|---|
| j. Prepare the necessary environmental document DEPARTMENT's Bureau of Local Roads & Street | s in accordance with the procedures adopets | ted by the |
| k. Prepare the Project Development Report when r | required by the DEPARTMENT. | |
| (2) That all reports, plans, plats and special provisions to be be in accordance with current standard specifications are such reports, plats, plans and drafts shall, before being DEPARTMENT. | nd policies of the DEPARTMENT. It is bei | ng understood that all |
| (3) To attend conferences at any reasonable time when req | quested to do so by representatives of the | LA or the Department. |
| 4) In the event plans or surveys are found to be in error duratively corrections are necessary, the ENGINEER agree though final payment has been received by him. He shaminimum delay to the Contractor. | es that he will perform such work without e | expense to the LA, even |
| 5) That basic survey notes and sketches, charts, computating pursuant to this AGREEMENT will be made available, up without restriction or limitations as to their use. | ions and other data prepared or obtained pon request, to the LA or the DEPARTME | by the Engineer NT without cost and |
| That all plans and other documents furnished by the ENG and will show his professional seal where such is require | GINEER pursuant to this AGREEMENT wed by law. | ill be endorsed by him |
| he LA Agrees, (see EXHIBIT A for ADDENDUM TO AGR | EEMENT PROVISIONS) | |
| | performed as stipulated in paragraphs 1a by a check mark: nt of the awarded contract cost of the prop | |
| approved by the DEPARTMENT. | | |
| b. | ded contract cost for the proposed improvenue: ule: | ement as approved by |
| Schedule for Percentages | Based on Awarded Contract Cost | |
| Awarded Cost | Percentage Fees | |
| Under \$50,000 | | (see-note) |
| | | ₩ 1 |
| | | 9/0 |
| | | % |
| | | 9/6 |
| Note: Not necessarily a percentage | . Could use per diem, cost plus or lump s | endunindes (1990) (Ing |
| | | |
| To pay for services stipulated in paragraphs 1b, 1c, 1d, 1 performing such work plus percent to cover profess material cost plus payrolls, insurance, social security a expenses will be reimbursed to the ENGINEER at his actual payrolls. | fit, overhead and readiness to serve—"ac and retirement deductions. Traveling and | tual cost" being other out-of-pocket |
| sublet all or part of the services-provided under the parage or part of this work, the LA will pay the cost to the ENGINI | raph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the | ENGINEER sublets all |
| "Cost to Engineer" to be verified by furnishing the LA and work. The classifications of the employees used in the worked the services performed. If the personnel of the firm, include should normally be performed by lesser salaried personnel commensurate with the work performed. | ork-should be consistent with the employed ding-the Principal Engineer, perform routin | e classifications for ne services that |

| | 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: |
|---|---|
| | 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 ———————————————————————————————————— |
| - | 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. |
| - | t 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 duty authorized officers. Executed by the LA: Marshall of the (Municipality/Township/County) ATTEST: State of Illinois, acting by and through its Clerk (Seal) Chairman, County Board Title Executed by the ENGINEER: Fehr Graham - Engineering and Environmental 2060 W. Iles Avenue, Suite A ATTEST: Springfield, Illinois 62704 Project Manager Title Branch Manager Approved Date Department of Transportation

Regional Engineer

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.8É., 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 <u>January 11, 2018</u>, 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.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME

| 12/22/17 <u>Marshall Co., Saratoga Rd. Dist.</u> 155.92% TY FACTOR 1.00% 3.00% | | |
|---|---------------------|--|
| DATE 12/22/17 PTB NO. Marshall Co., S OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE | | 3.00% |
| 6 MONTHS 1/1/2018 1/1/2018 | ESCALATION PER YEAR | 1/2/2018 - 7/1/2018 6 6 103.00% this project would be: |
| Fehr Graham Job No. 18-116 Prime CONTRACT TERM START DATE RAISE DATE | | 1/1/2018 - 1/1/2018 0 6 6 1.0300 The total escalation for this p |
| FIRM NAME PRIME/SUPPLEMENT | | |

PAYROLL RATES

FIRM NAME PRIME/SUPPLEMENT PSB NO. Fehr Graham Job No. DATE

Prime

Marshall Co., Saratoga Rd. Dist.

ESCALATION FACTOR

3.00%

12/22/17

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|--------------------------|--------------|-----------------|
| | | |
| Branch Manager | \$55.29 | \$56.95 |
| Project Manager | \$46.98 | \$48.39 |
| Senior Project Engineer | \$41.86 | \$43.12 |
| Project Engineer | \$33.78 | \$34.79 |
| Survey Crew Chief | \$33.47 | \$34.47 |
| Engineer Tech. (survey) | \$18.90 | \$19.47 |
| Senior Engineering Tech. | \$29.88 | \$30.78 |
| Assoc. Engineering Tech. | \$28.72 | \$29.58 |
| Project Assistant | \$18.54 | \$19.10 |
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COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM
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Fehr Graham Job No. 18-116

Marshall Co., Saratoga Rd. Dist. Prime

OVERHEAD RATE COMPLEXITY FACTOR

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| Environmental | 17 | 718.10 | 1,119,65 | | 265.20 | | | | 11,005.67 |
| Roadway Plans | 120 | 4 764 47 | 7 428 76 | | 1 782 8E | | | | 2,103.45 |
| Structure Plans | 124 | 5 381 42 | 8 390 74 | | 1 001 13 | | | | 13,955.0 |
| Specs & Estimates | 16 | 631.99 | 985 39 | | 01.100.1 033 84 | | | | 15,763.25 |
| Pre-Letting Assistance | 10 | 380.67 | 503.50 | | 440.04 | | | | 7,851.2 |
| Shop Drawing Review | | 00000 | 10007 | | 140.03 | | | | 1,115.05 |
| Administration | | 00.00 | 130.67 | | 32.61 | | | ~~~ | 259.77 |
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AVERAGE HOURLY PROJECT RATES

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PRIME/SUPPLEMENT Prime

DATE 12/22/17

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Sureau of Design and Environment (Rev. 11/19/15)

PREPARED BY THE CONSULTANT

Printed 12/22/2017

AVERAGE HOURLY PROJECT RATES

Fehr Graham Job No. 18-116 PRIME/SUPPLEMENT Prime FIRM PSB

Marshall Co., Saratoga Rd. Dist.

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