

# AGREEMENT NO. 2018-06

Municipality	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	<b>C O N S U L T A N T</b>	Name Hutchison Engineering, Inc.
Township				Address 1801 West Lafayette Avenue P.O. Box 820
County Franklin				City Jacksonville
Section				State Illinois 62651

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of June, 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. ~~FEDERAL AID~~ 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 County wide system guardrail inventory and HSIP application.

Route Various Length 141 Mi. 744,480 FT (Structure No. N/A)

Termini County highways within Franklin County

Description: Conduct an inventory of the guardrail present on the county highway system. Inventory to include locations, length of guardrail, end terminal types, guardrail condition / description, and photographs. Use the guardrail inventory to prepare an HSIP application for county wide systemic guardrail improvements.

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

**The LA Agrees,**

1. To pay for services stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i, 1j, 1k, 1l, 1m, 2, 3, 5 & 6 of the ENGINEER AGREES at actual cost of performing such work plus 125 percent to cover profit, overhead and readiness to serve – "actual cost" being defined as payrolls, insurance, social security and retirement deductions. CADD time, Robotic Total Station, and GPS will be billed at the Engineer's current rate. 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 and 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER. "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.

Payment for all engineering services described under the ENGINEER AGREES shall not exceed \$11,500.00 unless otherwise approved in writing by the LA.

2. 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.
3. 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 125 percent to cover profit, overhead and readiness to serve – "actual cost" being defined as in paragraph 1 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 3 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:

ATTEST: County of Franklin of the  
(Municipality/Township/County)  
State of Illinois, acting by and through its  
County Board  
By [Signature] County Clerk  
(Seal)  
By [Signature]  
Title Chairman

Executed by the ENGINEER:

Hutchison Engineering, Inc.  
Consulting Engineers  
Jacksonville, Illinois  
ATTEST: By [Signature]  
Title Assistant Secretary  
By [Signature]  
Title Executive Vice-President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer