

1980.12

Preliminary Engineering Agreement for Construction of Bridge in Cahokia Township

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this lathday of February, 1982 by and between Ralph Hahn and Associates Consulting & Design Engineers, Inc. whose address is 20 South State Springfield, IL 62704 hereinafter called the "Engineer", and the Public Agency of Macoupin County State of Illinois, hereinafter called the "Public Agency" covers certain professional engineering services in connection with the proposed new bridge & approach roadway (NBIP 059-3282) over Cahokia Creek, Cahokia Township, improvement designated as Section 80-06110-00-BR, which improvement will be financed entirely or in part with Motor Fuel Tax Funds allotted to the Public Agency by the State of Illinois and constructed under the general supervision of the State's Department of Transportation, hereinafter called the "Department".

WITNESSETH THAT, in consideration of these premises and of the mutual covenants herein set forth,

THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the following professional engineering services indicated by check marks for the Public Agency in connection with the proposed improvement hereinbefore described:
 - (X) a. Make such detailed surveys as are necessary for the preparation of detailed plans.
 - (X) b. 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 to be made in accordance with the current requirements of the Department. Public Agency to pay cost of subsurface investigation.
 - () c. 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.
 - (X) d. Submit Bridge Inspection Report., Request for Waterway Opening & Corps 404 Permit Application.
 - (X) e. Make complete general and detailed plans, special provisions, proposals, and estimates of cost and furnish the Public Agency 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 Public Agency by the Engineer at his actual cost for reproduction.
 - (X) f. Review Contractor's Shop drawings for conformance w/Design Concept Lump Sum \$200.00
 - (X) g. Furnish the Public Agency with drafts in quadruplicate of all necessary right-of-way dedications, construction easements, including prints of the corresponding plats Lump Sum \$2,800.00.
2. That all reports, plans, plats, and special provisions to be furnished by the Engineer pursuant to this agreement will be in accordance with the current standard specifications and policies of the Department. It being understood that all such reports, plans, plats and drafts shall, before being finally accepted, be subject to approval by the Public Agency and the Department.
3. To attend conferences at any reasonable time when requested to do so by representatives of the Public Agency or the Department.
4. In the event plans or surveys are found to be in error during the 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 Public Agency, 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 Public Agency 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 PUBLIC AGENCY AGREES,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1d, 1f, 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 _____ per cent of the awarded contract cost of the proposed improvement as approved by the Department.
 - (X) b. A sum of money equal to the percentage 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
First \$50,000	50%
Next \$50,000	36%
Next \$100,000	18%
Next \$100,000	32%
Next \$150,000	
Next \$300,000	
Next \$750,000	
Next \$1,500,000%
Next \$4,000,000	
Next \$8,000,000	

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

2. To pay for the services stipulated in paragraph 1c at the actual cost of performing such work plus 100 percent to cover profit, overhead, and readiness to service - "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 Public Agency, the Engineer may sublet all or part of the services provided under the paragraphs cited above. If the Engineer sublets all or part of this work, the Public Agency will pay to the Engineer plus 10% to cover readiness to serve "Cost to Engineer" to be verified by furnishing the Public Agency and the Department copies of invoices from the party doing the work.
 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 1d under THE ENGINEER AGREES - to the satisfaction of the Public Agency and their approval by the Dept. 90 per cent 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 Public Agency and its approval by the Department, 100 per cent of the total fee due under this agreement based on the awarded contract cost, less any amounts paid under "a" above.
- By this agreement, partial payments, not to exceed 90 per cent 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, 1b, 1c, 1d and 1e, and prior to the completion of such services, the Public Agency shall reimburse the Engineer for his actual costs plus 100 per cent incurred up to the time he is notified in writing of such abandonment - "actual cost being defined as in paragraph 2 above.
 5. That, should the Public Agency 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 Public Agency will pay the Engineer for such changes on the basis of actual cost plus 100 percent to cover profit, overhead

and readiness to serve - "actual cost" being defined as in paragraph 2 above. 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 Public Agency concerning the 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 Public Agency 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 Public Agency 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 Public Agency all 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 Public Agency. The Engineer shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE PUBLIC AGENCY AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the Public Agency and their approval by the Department, the Public Agency will pay the Engineer the balance of this agreement, based on the estimate of cost as prepared by the Engineer and approved by the Public Agency and the Department.
4. That the Engineer warrants that he 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 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 Public Agency shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the Public Agency:

ATTEST: /s/ Raymond J. Verneti
Macoupin County Clerk

(SEAL)

County of Macoupin County,
State of Illinois, acting by and through
its County Board
/s/ James Hallbauer
Vice Chairman-Mac. County Board