

Municipality Village of Chatham	L O C		C O N	Name Benton & Associates, Inc.
Township N.A.	A L	PRELIMINARY/CONSTRUCTION ENGINEERING SERVICES AGREEMENT FCR	S U L	Address 2001 W. Lafayette Ave.
County Sangamon	A G E	MOTOR FUEL TAX FUNDS	T A	City Jacksonville
Section 83-00014-00-S.P.	N C Y		T	State Illinois 62650

THIS AGREEMENT is made and entered into this _____ day of _____, 1983 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement 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 ENGINEER services as described under AGREEMENT PROVISIONS.

SECTION DESCRIPTION

Name Spruce Street Route FAU 8149 Length 0.1 MI. (Structure No. N.A.)
 Term: Beginning on the East side of Ill. Rte. #4 and ending along Main St.

Description: The proposed improvement is for the relocation of Spruce St. and the Spruce St. - I.C.G. Main St. and improvements to Main St. at the relocated Spruce St. intersection.

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 improvement hereinbefore 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 ~~any copies of engineering permits, permission of water resources, permit, bridge waterway, and of change of waterway, and of railroad crossing work agreements.~~ 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.

Note: Four copies to be submitted to the District Engineer, Department of Transportation

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, plats, plans and drafts, shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking 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. The 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. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. 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.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he proposes to use in fulfilling the requirements of this AGREEMENT.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 2, 3, 5, 6, 7 and 8 a sum of money equal to ~~the percentage of the cost of construction cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule~~ the hourly rates stipulated in Paragraph 2.

SCHEDULE FOR PERCENTAGES BASED ON AWARDED CONTRACT COST
NOT APPLICABLE

Awarded Cost	Percentage Fees
Under \$50,000	_____ (see note)
First \$50,000	_____ %
Next \$50,000	_____ %
Next \$110,000	_____ %
Next \$200,000	_____ %
Next \$200,000	_____ %
Next \$450,000	_____ %
Next \$1,000,000	_____ %
Next \$2,000,000	_____ %
Next \$5,000,000	_____ %

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

4. That, should the Improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs ~~1 through 8~~ ^{1 through 8} and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual cost plus 150 per cent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.
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 150 per cent to cover profit, overhead, and readiness to serve - "actual cost" being defined as in paragraph 4 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.
6. That, should the LA extend completion of the Improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual costs incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

IT IS MUTUALLY AGREED,

1. That any difference between the ENGINEER and the LA 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 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 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 PUBLIC AGENCY 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 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 LA shall have the right to annul this contract without liability.