



Red.
23-19

Using Federal Funds? ☐ Yes ☒ No

Agreement For

MFT PE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Ford County	Ford	22-00146-00-BR	
Project Number	Contact Name	Phone Number	Email
	Greg Perkinson	(217) 395-2206	fordcohi@maxwire.net

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Gallahue Road / CH 8	FAS 1362	800 ft	027-3020 Ex
Location Termini			
SW corner Sec 18-T 27 N, R 9 E; 1210E/2800N			
<input type="button" value="Add Location"/>			
<input type="button" value="Remove Location"/>			

Project Description

Bridge Replacement: Surveys, Bridge Condition Report, Preliminary Bridge Design & Hydraulic Report, Environmental Coordination, Project Development Report, Design, PS&E, Right-of-Way Plats.

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other
				Surface Transportation Program

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hampton, Lenzini & Renwick, Inc.	Steven Megginson	(217) 546-3400	swmegginson@hlreng.com
Address	City	State	Zip Code
3085 Adlai Stevenson Drive, Suite 201	Springfield	IL	62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ Location Map
- ☒ Midwest Engineering & Testing; Borings Proposal
- ☒ HLR 2023 Hourly Rate Schedule

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$37,775.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee: Fixed

Note: Item K of the scope of work is not included in the stated upper limit.

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc.	36-2555986	\$34,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing		\$3,775.00
Subconsultant Total		\$3,775.00
Prime Consultant Total		\$34,000.00
Total for all work		\$37,775.00

AGREEMENT SIGNATURES


Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest:

The County of Ford County

By (Signature & Date)

 1/9/2023

Local Public Agency

Ford County

Local Public Agency Type

County

Clerk

By (Signature & Date)

 1/9/23

Title

County Board Chairperson

(SEAL)


Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hampton, Lenzini & Renwick, Inc.

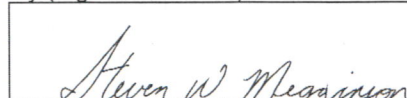
By (Signature & Date)

 12/27/2022

Title

Senior Structural Engineer

By (Signature & Date)

 12/27/2022

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	22-00146-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b.(X) Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of a HEC Ras Hydraulic Model and Scour Evaluation for the 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.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets, including a wetland delineation, Bat Assessment, and ESR submittal. A PESA and PSI can be completed as needed, but are not are not included in the project fee upper limit.
- e.(X) 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.
- f.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan. (IDNR review fees are not anticipated and not included in contract)
- g.(X) Prepare Preliminary Bridge Design and Hydraulic Report, Bridge Condition Report. The BCR will include an economic analysis and justification of proposed improvements for superstructure replacement or full structure replacement. A HEC-RAS model will be completed with high water effects on roadway overflows and bridge approaches, a scour evaluation and Countermeasure designs.
- h.(X) Prepare the Project Development Report and variance requests; attend FHWA/IDOT Coordination Meeting when required by the DEPARTMENT.
- i.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost & time; furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates.
- j.(X) Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) for all applicable design and rating configurations and submit to the IDOT Local Bridge Unit for approval.
- k.(X) Furnish the LA with land survey, right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds.
- l.(X) Locate section lines and reset monuments, as necessary.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	22-00146-00-BR

EXHIBIT B

PROJECT SCHEDULE

Notice to Proceed.....	January, 2023
Field Survey and Data Plotting.....	March - February, 2023
Environmental Surveys, Permitting.....	January - September, 2023
Preliminary Designs.....	May, 2023 - August 2023
Project Development Report.....	May-December, 2023
Contract Plans, Specifications and Estimates.....	July, 2023 - January, 2024
Right-of-Way Documents.....	October, 2024
Project Letting.....	March, 2024

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Ford County

Hampton, Lenzini & Renwick, Inc.

Ford

22-00146-00-BR

Exhibit C

Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

Proposed Improvement
Section 22-00146-00-BR
SN 027-3020





Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers

1701 W. Market St., Suite B

Bloomington, IL 61701

309-821-0430

FAX 309-821-1242

www.metgeotech.com

August 31, 2022

Steve Megginson, P.E., S.E.
Vice President
Hampton Lenzini and Renwick, Inc.
3085 Stevenson Dr., Ste. 301
Springfield, IL 62703
swmegginson@hlreng.com

Re: Proposal for Structural Boring
Ford County
CH 8 Gallahue – Pella Township
Structure 027-3020
Ford County, Illinois
MET Proposal No. B22171

Dear Mr. Megginson:

As requested in your August 23, 2022 email, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide drilling services at the above referenced site. A brief description of our understanding of the project and a discussion of the scope of services to be provided are outlined in the following paragraphs.

It is understood a soil test boring is required for the bridge replacement of Structure 027-3020 Bridge located on CH 8 Gallahue in Pella Township in Ford County, Illinois. As requested, one (1) boring will be drilled for the bridge in accordance with the *IDOT Geotechnical Manual, Section 3.4.3.2 Borings* guidelines, which we anticipate will require a 60 ft. deep boring. Based upon our past experience, we anticipate encountering primarily glacial drift deposits over bedrock.

The boring will be performed with a truck or track-mounted drilling rig using conventional hollow-stem auger to advance the holes. Soil samples will be obtained using split-barrel sampling techniques at 2.5-ft. intervals through a depth of 30 feet and at 5-ft. intervals thereafter. The depth to groundwater will be noted during the drilling operations and measured in the open boreholes upon completion. Upon completion of the drilling, the borehole will be backfilled and the surface will be patched with cold-patch asphalt.

Utility clearance for the boring will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities, and on-site personnel. MET will utilize a crew trained in layout procedures to locate the boring in the field and will provide ground surface elevations by level survey methods. Our proposal assumes that traffic control personnel and signs will be provided by MET.

Proposal for Structural Boring
Structure 027-3020
CH 8 Gallahue Bridge
Pella Township
Ford County, Illinois
MET Proposal No. B22171

Appropriate laboratory testing will be performed in accordance with ASTM and IDOT standards to adequately characterize the soil at the project site. The laboratory testing will include at a minimum, moisture content tests, and unconfined compression tests on all intact cohesive samples. A geotechnical engineer will classify all soils in accordance with the IDH Classification system. Typed boring logs in IDOT format will be provided.

MET proposes to perform the soil boring and provide the boring log on a unit price basis as outlined on the attached estimate worksheet. The soil boring will likely be completed within one (1) day, and the boring log will be submitted within one (1) week after completion of the field activities.

If you have any questions regarding this proposal, please contact us at your convenience. MET will proceed with the work upon receipt of written authorization. If this proposal is acceptable, please acknowledge by signing the acceptance block found at the end of this proposal. We are looking forward to working with you on this project.

Sincerely,

Midwest Engineering and Testing, Inc.

Kelsey R. Tappendorf
Project Engineer

Daniel E. Tappendorf, P.E.
President

Accepted By: Hampton, Lenzini & Renwick, Inc.

Printed Name: Steven Megginson

Signature: 

Title: _____

Date: 12/27/2022.

Enclosures: Estimate Worksheet
Location Map
General Conditions

**Midwest Engineering and Testing, Inc.**

geotechnical - environmental - materials engineers

1701 W. Market St., Suite B

Bloomington, IL 61701

309-821-0430

FAX 309-821-1242

www.metgeotech.com

Steve Megginson, P.E., S.E.
Vice President
Hampton Lenzini and Renwick, Inc.
3085 Stevenson Dr., Ste. 301
Springfield, IL 62703
swmegginson@hlreng.com

Proposal for Structural Boring
Ford County
CH 8 Gallahue - Pella Township
Structure 027-3020
Ford County, Illinois
MET Proposal No. B22171

ESTIMATE WORKSHEET

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Field Exploration Services			
Layout Borings and Obtain Elevations	1 Lump Sum	\$150.00	\$150.00
Mobilization/Demobilization	1 Lump Sum	\$400.00	\$400.00
Drilling support vehicle	1 Day	\$150.00	\$150.00
Soil drilling and sampling per foot (0-30 ft depth)	30 Feet	\$15.00	\$450.00
Soil drilling and sampling per foot (30-60 ft depth)	30 Feet	\$18.00	\$540.00
2 Man Flagger Crew	8 Hours	\$130.00	\$1,040.00
Traffic Control Equipment	1 Days	\$100.00	\$100.00
Subtotal for Field Service:			\$2,830.00
Laboratory Soil Testing Services			
Dry Density Tests	14 Tests	\$5.00	\$70.00
Unconfined compressive strength tests	14 Tests	\$5.00	\$70.00
Moisture content tests	18 Tests	\$5.00	\$90.00
Subtotal for Lab Service:			\$230.00
Engineering services			
Project Engineer-Coordination and Utility Locate	4 Hours	\$135.00	\$540.00
Principal Engineer Admin and Boring Log Review	1 Hours	\$175.00	\$175.00
Subtotal for Engineering Service:			\$715.00
TOTAL ESTIMATED FEE			<u>\$3,775.00</u>

GENERAL CONDITIONS
Midwest Engineering and Testing, Inc. (MET)
Geotechnical Services

Item 1. Scope of Work. Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities. In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality. MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

Item 6. Standard of Care. MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

Item 7. Technical Methodology and Protocol. MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance. MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

Item 10. Modifications. This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

Exhibit A – Hourly Rate Schedule

<u>Grade Classification of Employee</u>	<u>HLR 2023 Hourly Rate</u>
Principal	\$230.00
Engineer 6	205.00
Engineer 5	185.00
Engineer 4	180.00
Engineer 3	160.00
Engineer 2	130.00
Engineer 1	115.00
Structural 2	225.00
Structural 1	185.00
Technician 3	155.00
Technician 2	125.00
Technician 1	100.00
Intern/ Temp	65.00
Land Acquisition	165.00
Survey 2	155.00
Survey 1	120.00
Environmental 3	175.00
Environmental 2	130.00
Environmental 1	100.00
Administration 2	145.00
Administration 1	85.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2023. In the event services of the ENGINEER extend beyond December 31, 2023, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.