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Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

June 7, 2018

Mr. Bill Lewis, City Engineer
City of Peoria
3505 North Dries Lane
Peoria, Illinois 61604

Motor Fuel Tax (MFT) Funds
City of Peoria
Section: 14-00365-00-BR
FAU 6593 (MacArthur Highway)
Preliminary Engineering Services Agreement

Dear Mr. Lewis:

The *Preliminary Engineering Services Agreement For Motor Fuel Tax Funds* agreement dated October 24, 2017 between the City of Peoria and Infrastructure Engineering, Inc. for engineering services to be performed in connection with this section is approved.

The costs for engineering services are permitted for Motor Fuel Tax funds and will be authorized upon receipt of a *Request for Expenditure/Authorization of Motor Fuel Tax Funds* (BLR 09150).

Sincerely,

A handwritten signature in black ink, appearing to read "Kensil A. Garnett".

Kensil A. Garnett, P.E.
Region Three Engineer

SJA/lmh

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cc: Ms. Beth Ball, City Clerk
Thu Truitt, Infrastructure Engineering, Inc.
Documentation Review
File

Municipality City of Peoria	L O C A L A G E N C Y	Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Infrastructure Engineering, Inc.
Township T8N, R8E				Address 456 Fulton Street, Suite 265
County Peoria County				City Peoria
Section 14-00365-00-BR				State Illinois

THIS AGREEMENT is made and entered into this 24th day of October, 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax 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 MacArthur Highway Bridge Replacement

Route FAU 6593 Length 0.20 Mi. _____ FT (Structure No. 072-6005)

Termini 45 feet north of W Martin Luther King Jr Dr to 298 feet south of N Richard Allen Dr

Description:

1,075 feet of N MacArthur Highway will be removed and replaced or restriped. This will include replacing structure 072-6005 and the adjoining four retaining walls with proposed structure 072-6015.

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.

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.
- (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.

City: SML,
Approved DLM
2.80

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed by a **Direct Labor Multiplier (DLM) of 2.80**. **The upper limit of compensation for these services shall not exceed \$400,000.00 without authorization from the LA. The attached Cost Estimate of Consultant Services (Exhibit A) provides the estimate of the work tasks and the fee calculation based on their accompanied Scope of Services items. This estimate of work and effort is the basis of the upper limit of compensation.** ~~as stipulated in paragraphs 1a, 1g, 1i, 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 _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent 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	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

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

2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve – “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 LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

“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.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made **without retainage upon receipt of monthly invoices from the ENGINEER. Such invoices shall be for partially completed work less all previous partial payments paid to the ENGINEER. Payments shall be made as soon as practicable after receipt of each invoice.** ~~after the service 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 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 cost 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. **the time and expense incurred up to the time the ENGINEER is notified in writing of such abandonment.**

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 _____ percent to cover profit, overhead and 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. **by a DLM method as provided in Exhibit A.**

City: SML,
Approved DLM
2.80

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.
- 1.2: 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.
- 2.4: 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, which shall be considered as an original by their duly authorized officers.

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Beth Ball

City Clerk
(Seal)

By [Signature]

Title City Manager

Executed by the ENGINEER:

Infrastructure Engineering, Inc.

456 Fulton Street, Suite 265

Peoria, IL 61602

ATTEST:

By Heather Marie Dial

Title Administrative Assistant II

By [Signature]

Title Executive Vice President

Approved
060818
Date
Department of Transportation
[Signature]
Regional Engineer



INFRASTRUCTURE ENGINEERING, INC
Design Manhour Justification - Task Order #1
MacArthur Bridge Phase I - Additional Services_Scope changes

Work Task	Sheets	Principal	Project Manager	Project/Senior Engineer	Project Engineer	Structural Engineer	Civil Engineer	Design Fees		
								Hours	Labor	w/2.80 DLM
(updated to 2017 IDOT average rates)		\$70.00	\$57.56	\$60.00	\$56.47	\$50.48	\$32.97			2.80
Public Meeting (2nd)										
Coordination			8	8				16	\$940	
Public meeting			4	4				8	\$470	
Layouts and Options (Boards - Direct Cost)	5		8	24				32	\$1,900	
Subtotal		0	20	36	0	0	0	56	\$3,311	\$9,271
Public Meeting (3rd)										
Coordination			8	8				16	\$940	
Public meeting			4	4				8	\$470	
Layouts and Options (Boards - Direct Cost)	3							0	\$0	
Subtotal		0	12	12	0	0	0	24	\$1,411	\$3,950.02
Coordination (IDOT and FHWA Coordination)										
Meetings and Minutes (3 completed Coordination Meetings, 2 completed CRU meetings, assume 1 additional meeting)			24		12			36	\$2,059	
Coordination/Clarifications and Emails			8					8	\$460	
Exhibits (2 iterations of completed Signage Exhibits)	2				8			8	\$452	
Coordination (Utility and School)										
Meetings with School (2 completed)			2					2	\$115	
Coordination AW and consultant for Water Relocation (water plan review)			8		8			16	\$912	
Exhibits								0	\$0	



Work Task <small>(updated to 2017 IDOT average rates)</small>	Sheets	Principal	Project Manager	Project/Senior Engineer	Project Engineer	Structural Engineer	Civil Engineer	Design Fees		
								Hours	Labor	w/2.80 DLM
Subtotal		0	42	0	28	0	0	70	\$3,999	\$11,196.30
TS&L										
TS&L (moved from Phase 1)	8		24	60		156		240	\$12,856	
Architectural features on the bridge (decorative rails, arched concrete beams) above standard IDOT bridge				60		28	30	118	\$6,003	
Revision of walls and approach apron for removal of left turn lane (FHWA)				4		8		12	\$644	
Addition of concrete median (FHWA) - revise deadload calculations				24		24		48	\$2,652	
Subtotal	8	0	24	148	0	216	30	418	\$22,154	\$62,031.82
Traffic Study										
Coordination & Administration			4					4	\$230	
Field Visit				2	2			4	\$233	
Assess Data				2	8			10	\$572	
Existing Traffic Model				2	8			10	\$572	
Trip Generation				2	8			10	\$572	
Proposed Traffic Modeling (See IDS)								0	\$0	
Draft Report			1	2	20			23	\$1,307	
Removal of the cul-de-sac on Saratoga to preserve the southbound access from Saratoga			1		4			5	\$283	
Removal of the southbound access from Saratoga and adding the cul-de-sac back into the design at the City's request			1		4			5	\$283	
Removal of the proposed southbound left turn lane to Richard Allen (a preference by FHWA) and the elimination of the existing left turns into and out of the Valeska Hinton School Driveway.			1		4			5	\$283	
Addition of MacArther/John Gwynn traffic counts (Direct Cost)					4			4	\$226	
Addition of MacArther/John Gwynn HCS and inclusion in report			1		16			17	\$961	
QAQC (2 additional reviews due to changes)				16				16	\$960	
Final Report			1	2	2			5	\$291	
Subtotal		0	10	28	80	0	0	118	\$6,773	\$18,964.96



Work Task <i>(updated to 2017 IDOT average rates)</i>	Sheets	Principal	Project Manager	Project/Senior Engineer	Project Engineer	Structural Engineer	Civil Engineer	Design Fees		
								Hours	Labor	w/2.80 DLM
IDS										
Coordination & Administration			8					8	\$460	
Proposed Traffic Modeling					20			20	\$1,129	
IDS Cover Sheet	1			12	28			40	\$2,301	
IDS Detail Sheet (w/typical sections)	2			12	64			76	\$4,334	
Cross-Sections				8	32			40	\$2,287	
<i>Removal of the cul-de-sac on Saratoga to preserve the southbound access from Saratoga.</i>			1		8			9	\$509	
<i>Removal of the southbound access from Saratoga and adding the cul-de-sac back into the design at the City's request.</i>			1		8			9	\$509	
<i>Removal of the proposed southbound left turn lane to Richard Allen (a preference by FHWA) and the elimination of the existing left turns into and out of the Valeska Hinton School Driveway.</i>			1		8			9	\$509	
Cost Estimate				12	16			28	\$1,624	
QAQC				16				16	\$960	
Subtotal	3	0	11	60	184	0	0	255	\$14,624	\$40,946.19
Project Development Report (draft submitted 2015)										
<i>Revise PDR sections to revised design, prior IDOT were addressed before changes</i>			16	4				20	\$1,161	
<i>Revise crash table and exhibits to 2017 data</i>			1		16			17	\$961	
<i>Revised appendices to 2017 exhibits</i>			1		16			17	\$961	
Subtotal	0	0	18	0	32	0	0	54	\$3,083	\$8,632.74



Work Task <i>(updated to 2017 IDOT average rates)</i>	Sheets	Principal	Project Manager	Project/Senior Engineer	Project Engineer	Structural Engineer	Civil Engineer	Design Fees		
								Hours	Labor	w/2.80 DLM
Miscellaneous										
Drainage - remove inlets @ MLK from combined sewer			2	4	16		7	29	\$1,476	
Drainage - remove inlets @ RAD for spillway			2	4	20			26	\$1,485	
Section 106 miscellaneous coordination - estimated *			40					40	\$2,302	
Supplemental topographic survey for ADA path - direct cost								0	\$0	
Review/study of ADA path			2	8	8			18	\$1,047	
Subtotal	0	0	46	8	44	0	7	113	\$6,310	\$17,667.19
Design Totals	11	-	123	292	308	216	37	984	\$61,664	\$172,661

* Any fees for historical related subconsultant and for coordination with SHPO shall be negotiated at a later time based on results of the CRU determination.

Direct Costs						Fee Summary	
	Sheets	Rate	# of Days	Sets			
					\$0		
Printing & Miscellaneous progress sets for City	100	\$ 1.00		1	\$ 100.00	Design Fee, labor	\$61,664
Public Meeting Boards (#2) + power point	5	\$ 2,500.00		1	\$ 12,500.00	Design Fee, w/2.80 DLM	\$172,660.58
Traffic camera/count (MacArthur/RAD)		\$ 5,000.00			\$ 5,000.00	Total Design Fee	\$172,661
Survey - ADA study and first extension of limits		\$ 5,000.00			\$ 5,000.00	Total Direct Cost	\$40,900
Public Meeting Boards (#3)	3	\$ 2,600.00		1	\$ 7,800.00		
Traffic camera/count (MacArthur/John Gwynn)		\$ 5,000.00			\$ 5,000.00		
Survey - 2nd extension of project limits past driveways		\$ 3,000.00			\$ 3,000.00		
Update expired PESA		\$ 2,500.00			\$ 2,500.00		
						Total Fee	\$ 213,561

Previously Authorized by Local Funds \$ 105,000

Resulting Request of MFT Fund for Phase I \$ 108,561



TASK & DESCRIPTION	LABOR	DIRECT COST	Project Principal	Project Manager	Project/Senior Civil Engineer	Senior Structural Engineer	Structural Engineer	Civil Engineer	QAQC (Senior Engineer)	
1 Coordination										
101 Agency Coordination	0									
102 Meetings / Field Reviews / 2 Public Meetings (8 boards)	60	\$ 365		22	30	8				
SUBTOTALS =	60	\$ 365	0	22	30	8	0	0	0	
2 Roadway Plans										
201 General Sheets	45			5	16			24		
202 Typical Sections	39			5	16			18		
203 Existing Conditions & Removal Plans (1"=20')	5							5		
204 Proposed Roadway - Plan / Profile (1"=20')	111			8	53			50		
205 Maintenance of Traffic	27			2	11			14		
206 Pavement Marking / Landscaping / Signing (1"=20')	42							42		
207 Erosion Control Plan (1"=20')	51			2	16			33		
208 Cross Sections (V 1:5 / H 1:10)	24			2	8			14		
209 Proposed Drainage & Utilities (1"=20')	102			5	50			47		
210 Traffic Signals & Lighting	64				42			22		
211 Right of Way acquisition and temporary easements and plat	0									
SUBTOTALS =	510	\$0	0	29	212	0	0	269	0	
3 Structural Plans										
301 N MacArthur Hwy over Rome B Garrett Ave	753			16		165	327	245		
302 MSE Retaining Walls	526			16		129	221	160		
SUBTOTALS =	1279	\$0	0	32	0	294	548	405	0	
4 Estimates										
401 Quantity Calculations	35				26	9				
402 Construction Cost	36				28	8				
403 Construction Schedule	11				11					
SUBTOTALS =	82	\$0	0	0	65	17	0	0	0	
5 Special Provisions										
501 Prepare Special Provisions	100				50	50				
SUBTOTALS =	100	\$0	0	0	50	50	0	0	0	
6 Quality Assurance Quality Control (~ 4%)										
	70								70	
SUBTOTALS =	70	\$0	0	0	0	0	0	0	70	
7 Administration / Management										
	48		2	46						
SUBTOTALS =	48	\$0	2	46	0	0	0	0	0	
TOTAL =	2149	\$365	2	129	357	369	548	674	70	
Total Direct Cost		\$365								
Classification Labor Rates w/ 2.80 DLM				\$70.00	\$57.59	\$56.47	\$60.00	\$50.48	\$32.97	\$60.00
Total Labor Cost	\$291,074			\$392.00	\$20,801.51	\$56,447.41	\$61,992.00	\$77,456.51	\$62,224.76	\$11,760.00
Request of MFT Fund for Phase II		\$291,439								

TOTAL REQUEST FOR MFT FUND FOR PHASE I & II	\$400,000
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