

#23-133 Local Public Agency Engineering Services Agreement

	Agreement For		Agreement Ty	DO -
Using Federal Funds? Yes	No MFT PE		Original	
		PUBLIC AGENCY		
Local Public Agency		unty	Section Number	Job Number
Marshall County	М	arshall	23-09120-00-BR	
Project Number Contact	ct Name	Phone Number	Email	
Mr. P	atrick Sloan, P.E.	(309) 246-6401	psloan@marshallo	ountyillinois.gov
	SECTIO	N PROVISIONS		
Local Street/Road Name	Key F		ength Structure I	Number
Stagecoach Road	TR 1	7	062-443	7 (Exist)
Location Termini		····		Add Location
Approximately 500' west to	500' east of existing struc	cture.		Remove Location
Project Description				The state of the s
existing structurally deficient	*			
Engineering Funding	MFT/TBP [☐ State ☐ Other ☐	* -	
Anticipated Construction Funding	☐ Federal ☒ MFT/TBP [] State ☐ Other ☐		
NA Dhana I. Daythalana E		EEMENT FOR		
	ing ⊠ Phase II - Design En	gineering NSULTANT	r Email	
Prime Consultant (Firm) Name	ing ⊠ Phase II - Design En	gineering	r Email	11.00
Prime Consultant (Firm) Name WHKS & Co	ing ⊠ Phase II - Design En	NSULTANT Phone Numbe (217) 483-9	r Email 457 mleighton@wh	nks.com
Prime Consultant (Firm) Name WHKS & Co Address	ing Phase II - Design En CO Contact Name Mark Leighton	NSULTANT Phone Numbe [(217) 483-9	r Email 457 mleighton@wh	nks.com State Zip Code
WHKS & Co Address 3501 Constitution Drive, Sui	ing Phase II - Design En CO Contact Name Mark Leighton te B	pineering NSULTANT Phone Numbe (217) 483-9 City Springfield	r Email 457 mleighton@wh	nks.com State Zip Code IL 62711
Prime Consultant (Firm) Name WHKS & Co Address	COCCONTACT Name Mark Leighton Mark	Phone Number (217) 483-9 City Springfield gency (LPA) and Construction of the above SECT (City and Construction of Transportation or Tr	mleighton@wh mleighton@wh multant (ENGINEER) and CTION. Project funding al a, hereinafter called the "I MENT PROVISIONS. Is understood that the EN ENGINEER I Densation by mutually said they shall be interpreted in mentation, Regional Engin	State Zip Code IL 62711 covers certain lotted to the LPA by the DEPARTMENT," will be IGINEER, acting as an othics in its relationship to by entering into an disfactory negotiations. Its mean:
Prime Consultant (Firm) Name WHKS & Co Address 3501 Constitution Drive, Sui THIS AGREEMENT IS MADE between professional engineering services in State of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely or in part to finance Estate of Illinois under the general sused entirely o	COCCONTACT Name Mark Leighton Mark	Phone Number (217) 483-9 City Springfield Gency (LPA) and Construction of the above SEC (Market of Transportation for ibed under AGREE (Market of Sectional in nature, it all status and will be go fessional and ethical standing terms are used, when the LPA in immediate	mleighton@wh mleighton@wh mleighton@wh multant (ENGINEER) and corrow. Project funding all and the mile of the mile of the mile of the ENGINEER is consequently said they shall be interpreted in mentation, Regional Engineering	State Zip Code IL 62711 covers certain lotted to the LPA by the DEPARTMENT," will be distinct in its relationship to by entering into an disfactory negotiations. Its mean: the mean: the description of the distance of th

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 D: Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

- 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.
- 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.
- 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.
- That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA. 5.
- 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.
- 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).
- That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform 10. 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
	Cost plus Fixed Fee:
	Total Compensation = DL + DC + OH + FF Where: DL is the total Direct Labor.

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 original 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 (FHVVA) 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 falls 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.
- 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, solls 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.

Completed 10/11/23

- 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 cannabls, 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.

- 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.).
- 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.

AGREE	MENT SUMMARY	
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co	42-0943938	\$100,250.22
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	\$100,250.22
	Total for all work	\$100,250.22

	AGREEMENT	SIGNATURES
Executed by the LPA:	Local Public Agency Type Local P	The American Company of the Am
Attest:		ublic Agency all County
By (Signature & Date) Local Public Agency Marshall County (SEAL)	Local Public Agency Type County Clerk	By (Signature & Date) Signature & Date) Signature & Date) 11-9-73 Title Courty Chairman
Executed by the ENGINE	ER: Prime Consultant (Firm) Name	
Attest:	WHKS & Co	
By (Signature & Date) Cory Chamber Title Vice President	Digitally signed by Cory Chamberlain Date: 2023.10.11 09:17:43 -05'00'	By (Signature & Date) Sanford Date: 2023.10.11 08:02:39 -05'00' Title Vice President
APPROVED: Regional Engineer, Depart	ment of Transportation (Signature & Date)	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Marshall County	WHKS & Co	Marshall	23-09120-00-BR
Confidence of Co	EXHIBIT A SCOPE OF SERVICES		150

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. Perform detailed surveys as are necessary for the preparation of detailed roadway plans.

- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- d. Prepare Preliminary Bridge Design and Hydraulic Report and high water effects on roadway overflows and bridge approaches.
- e. Prepare Scour Critical Coding report.
- f. Provide necessary environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form. Section 106 Report not included.
- g. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with Electronic (PDF) copies of the plans, special provisions and estimates. Copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- h. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary right-of-way dedications and construction easements including prints of the corresponding plats and staking as required. Assume 3 plats.
- i. Prepare superstructure rating for new structure in AAHSTOware software program and complete BLR SLRS Form.
- j. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Marshall County	WHKS & Co	Marshall	23-09120-00-BR
	EXHIB)T B PROJECT SCHEDUL	É	
Complete PH1 / PH 2 design	activities for a May 2024 State letti	ng.	

Local Public Agency	Prime Consultant (Firm) Name	County	8	Section	Number
Marshall County	WHKS & Co	Marshall	2	3-091	20-00-BR
	Exhibit C Qualification Based Selection				
funds being used, federal small Form Not Applicable (engine	D. If the value meets or will exceed the three ements do not apply. The threshold is adjust purchase guidelines must be followed. eering services less than the threshold)	sted annually. If the va	alue is under the	thresho	st be followed. old with federal
Items 1-13 are required when using State funds and the QBS	using federal funds and QBS process is a S process is applicable.	applicable. Items 14	-16 are required	when	
D. 4h				lo Yes	7
and administration) concern	and procedures discuss the initial administrating engineering and design related consulta	nt services?			
Do the written QBS policies specifically Section 5-5.06 (e	and procedures follow the requirements as o o) of the BLRS Manual?	outlined in Section 5-	5 and [
3 Was the scope of services for	or this project clearly defined?			$\neg \mid \neg \mid$	1
4 Was public notice given for t	his project?			티듬	1
5 Do the written QBS policies	and procedures cover conflicts of interest?				
6 Do the written QBS policies debarment?	and procedures use covered methods of ve	rification for suspensi	on and		
7 Do the written QBS policies	and procedures discuss the methods of eva	luation?		-1 	1
	Project Criteria		Weighting	7 -	J
				7	
8 Do the written QBS policies	and procedures discuss the method of selec	etion?		-1	1
Selection committee (titles) for th				<u> </u>	J
7	op three consultants ranked for this project	in order			
1					
2					
3					
	gineering for this project developed in-house		otiation?]
	pject performed in accordance with federal r	equirements.]
11 Were acceptable costs for th					
Do the written QBS policies a the request for reimbursement	and procedures cover review and approving to IDOT for further review and approval?	for payment, before	forwarding [
Do the written QBS policies a	and procedures cover ongoing and finalizing	administration of the sibility, remedies to vi	project olations or		
14 QBS according to State requ	rements used?		Σ	aln	
15 Existing relationship used in I	ieu of QBS process?				1
16 LPA is a home rule communi	ty (Exempt from QBS).				

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?

The user must select yes or no. Based on the selection, a drop-down menu will appear. The language

of the form changes based on the selection.

Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this

phase of this project.

Selecting no indicates no federal funds will be used to fund any engineering for this phase of the

project.

Agreement For

If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.

if no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type

Number

From the drop down, select the type of agreement, types to choose from are: Original or Supplemental

If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the

first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Local Public Agency

Insert the name of the LPA. This field value is used to populate the LPA name in the

Agreement Signatures and the Exhibit pages.

County

Insert the name of the county in which the LPA is located.

Section Number

Insert the section number applied to this project without dashes, dashes are automatically

inserted.

Job Number

Insert the job number assigned for the project, if applicable.

Project Number

Insert the project number assigned for this project, if applicable.

Contact Name

Insert the name of the LPA contact for this project.

Phone Number

Insert the phone for the LPA contact listed to the left without dashes.

Email

Insert the email for the LPA contact listed to the left.

Section Provisions

Location

Use the add location button to add additional locations, if needed, for up to a total of five

locations. If there are more than five locations, use various.

Local Street/Road Name

Insert the local street/road name.

Key Route

Insert the key route of the street/road listed to the left, if applicable.

Length

Insert the length in miles as it pertains to the location listed to the left. For a structure insert

0.01.

Structure Number

Insert the existing structure number(s) for this project.

Location Termini

Insert the beginning and ending termini as it pertains to this location for this project.

Add Location

Use this button to add additional location.

Remove Location

Use this button to remove a location added in error. Please note that at least one location is

required.

Project Description

Insert a description of the work to be accomplished by this project.

Engineering Funding

Check all boxes that apply, if type other is checked, insert the type of other funding in the box

following "other." The form will change based on the box(es) checked.

Anticipated Construction Funding

Check all boxes that apply, if type other is checked, insert the type of other funding in the box

following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For

Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.

Consultant

Primary Consultant (Firm) Name

Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages,

Contact Name

Phone Number

Email
Address
City
State
Zip Code

Insert the name of the contact for the firm listed to the left.

Insert the phone number for the contact listed to the left, without dashes.

Insert the email of the contact listed to the left. Insert the address of the firm listed to the left. Insert the city of the firm listed to the left. Insert the state of the firm listed to the left.

Insert the zip code of the firm listed to the left.

Agreement Exhibits

Exhibit A

Exhibit B
Exhibit C

Exhibit D

Exhibit

Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.

Insert the scope of services covered by this agreement/ project. This exhibit is required. Insert the project schedule that applies to this agreement/ project. This exhibit is required.

Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.

Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.

Use the remaining boxes and lines to add additional exhibits as needed.

LPA Agrees

Method of Compensation

Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.

If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.

If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.

If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name Field populated from the Prime Consultant (Firm) Name entered on the first pages of the

agreement.

TIN/FEIN/SS Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer

Identification Number (FEIN) or Social Security Number (SS).

Agreement Amount Insert the maximum agreement amount.

Subconsultant(s) As applicable, insert the name of each subconsultant engaged in this agreement/ project.

Subconsultants are defined as any firm that is required to complete a Cost Estimate of

Consultant Services (CECS) Worksheet.

TIN/FEIN/SS Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer

Identification Number (FEIN) or Social Security Number (SS).

insert the maximum agreement amount for the subconsultant listed to the left. Agreement Amount

Add Subconsultant If additional lines are needed for additional subconsultants, insert lines as needed and

complete the required information.

Subconsultant Total This field is automatically completed, it is the sum of all the agreement amounts for all

subconsultants listed.

Prime Total This field is automatically completed, it is the amount of the prime consultant fee as listed

above.

Total for All This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA Local Public Agency Type

From the drop down, select the type of LPA. Types to choose from are: City, County, Town,

Local Public Agency Field populated from the Local Public Agency entered on the first pages of the agreement.

The LPA clerk will sign here.

Ву Ву

The LPA official authorized to sign this agreement will sign and date here. Seal of LPA

The LPA will seal the document here.

Title Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name Field populated from the Prime Consultant (Firm) Name entered on first pages of the

agreement.

By The person(s) authorized to sign this agreement from the engineering firm will sign and date

Title Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer Upon approval the Regional Engineer will sign and date here.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office. Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)

District

Engineer (Municipal, Consultant or County)

Local Public Agency Clerk



Prime Consultant Name	PTB Number	State Job Number(s)	 		-	
WHKS & Co		NA				
	N Prime	☐ Supplement	Date	09/15/23		
Consultant					_	
WHKS & Co		©				
ltem	Allowable		Utilize	Quantity	Contract Data	1
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			8		\$352.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	(mnu		8	\$75.00	\$225.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			3	\$7.50	\$22.50
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	ninimum two				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			800	\$0.66	\$524.00
Vehide Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	r \$65/full day		(4)		
Vehide Rental	Actual cost (Up to \$55/day)					
Tolls	Actual cost					
Parking	Actual cost					
Overtime	Premium portion (Submit supporting documentation)	g documentation)				2
Shift Differential	Actual cost (Based on firm's policy)					
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	umentation)		4	\$25.00	\$100.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	umentation)		155	\$0.10	\$15.50
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	umentation)		4	\$35.00	\$140.00
Project Specific Insurance	Actual cost					
Monuments (Permanent)	Actual cost					
Photo Processing	Actual cost					
2-Way Radio (Survey or Phase III Only)	Actual cost					
Telephone Usage (Traffic System Monitoring Only)	Actual cost	11				
CADD	Actual cost (Max \$15/hour)					

Page 1 of 2

BDE 436 (Rev. 09/12/22) File Code: 05.014.0101

ltem	Allowable	Utilize Wo.onty	Quantity	Contract Rate	Total
Website	Actual cost (Submit supporting documentation)		duo inc		100
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			ric.	۰
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)				
Recording Fees	Actual cost				
Transcriptions (specific to project)	Actual cost				
Courthouse Fees	Actual cost				
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)				
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)				
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)				
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)				
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)				
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)				
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)				
			a		
					27
			L	Total Direct Cost	\$1,379.00
"If other allowable costs are peeded and not listed please add in #	and in the above enaces provided				

*If other allowable costs are needed and not listed, please add in the above spaces provided. LEGEND W.O. = Work Order J.S. = Job Specific

Page 2 of 2

engineers + planners + land surveyors

EXHIBITE

Glient: Marahall Co Route: TR 17/ Stapecoach Road Section No.: 23-09120-00-BR Structure ff:: 082-4437 (Elbh) 032-4454 (Prop)

Project Data

Enginesing Estimate Sum WHYS Labor Fee (Est) PHAS Street Cost (Est) PHAS Street Cost (Est) PHAS STREET (SHES) Sell Enginesing (Shesomatan) Total Engineering Estimate

\$ 94,097.40

% of Estimated Construction Cost

Est. Construction Cost \$ 824,000.00 24' by 110' @ \$350sf % Const w/o contingency 10.3% % Const w contingency 10.8%

2005 B. 6th Bireet, Buile A Bpringheld, It. 62703 Phone: [217] 483-APHAS Fax; (217) 483-46468

Project Administration	2	A Control	na fèire	II for	i Sira	an Burn	II CALL	[crg]	Lrg III	11 (0) (1)	Engl	Tech III	Techill		Tealill	Achie
Project Admin and Managament			-			1				E						
Billing/Invoicing (1 hours/Invoice x 6 invoices)								I		Ī				1	1	I
Internal Idickoff Meeting / Project Closeout	12	4			-		-	ŕ	-			-		1	1	I
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Survey					-											
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Travel	24													12	2	I
Research	80								1							
Topo/Route survey, utilizes, bridge features	33													16	10	
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Project Development Rpt with Disposition and Resubmittal	٥	0	0	0		0						0				Ī
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	2000	0.00						ľ		Ī					STATE OF THE PARTY NAMED IN	0.00
ESR (Cuhural, Biological, Wetlands)	12		2							Ī		8	1		1	I
404 Permit (John Application Form)	8														I	I
	8		2	4								2			İ	I
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Prepare Base HECRAS Model (Calibrate with FEMA Map)	22			2				1		,		1	1	1	1	
Analyze Natural and Existing Condition	22			24						1			1	1	İ	
Analyze Proposed Conditions (wiPler Scour - if applicable)	30			2			~		9	30			Ī	T	1	
Ottch Hydraulics and Special Ditches	10		+	9	1									1	1	
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EXHIBIT E

Frogen Cent. Manchall Co Route: TR 17/ Statecoach Road Section No.: 21-09120-40-BR Structure Fe: 082-443/ [Exist) 032-4454 (Prop)

| 1,79,00 | 143, | Est. Construction Cost | 8,24,000.00 24" by 110" @ 5350s1 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 | 0.55 |

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04 Typical Sections, Entrance Detaits	0		2													
05 Erosion Control and Drainage Details	10			2					Ī			•				
06 Algoment, Ties, Banchmarks, Coordinates	9			2												
07 Plan and Profile Sheet(s) (Assume 1 Sheet)	100		2											Ī		
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05 General Notes and Data	80						•									
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