

Local Public Agency Engineering Services Agreement

	Agreement For		Agreement 1	Гуре
Using Federal Funds? ☐ Yes ☒ No	MFT PE		Original	
	LOCAL PL	JBLIC AGENCY		
Local Public Agency	Cour	nty	Section Number	Job Number
Champaign County	Cha	mpaign	24-02145-00-BR	
Project Number Contact Nar	me	Phone Number	Email	7 Table
Mr. Jeff B	lue, P.E.	(217) 384-3800	jblue@champaig	incountyil.gov
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	SECTION	PROVISIONS		
Local Street/Road Name	Key Ro	To recognize horses	ength Structure	e Number
	TR 25			172 (Exist)
Location Termini				Add Location
Approximately 500' west to 500'	east of existing structi	ure.		Remove Location
Project Description				
Complete Phase 1, roadway pla replacement of existing structura		i environmental c	coordination for su	perstructure
Engineering Funding	MFT/TBP □	State Other		
Anticipated Construction Funding 🛛 F	ederal MFT/TBP	State Other	ocal Bridge Formu	ıla Program
	ACPE	EMENT FOR		
Phase I - Preliminary Engineering				
Z () doc () () () () () () () () ()				
	CON	SULTANT		
Prime Consultant (Firm) Name	Contact Name	Phone Numbe	r Email	Vicania
WHKS & Co	Mark Leighton	(217) 483-9	457 mleighton@	whks.com
Address		City		State Zip Code
3501 Constitution Drive, Suite B	<u></u>	Springfield		IL 62711
				Market Control
THIS AGREEMENT IS MADE between professional engineering services in constate of Illinois under the general super used entirely or in part to finance ENGI	nnection with the improvention of the State Department	ent of the above SEC ent of Transportation	CTION. Project funding hereinafter called the	g allotted to the LPA by the
Since the services contemplated under individual, partnership, firm or legal entithe LPA and the DEPARTMENT. The L AGREEMENT on the basis of its qualification.	ity, qualifies for professiona .PA acknowledges the profe	l status and will be go	overned by professionates of the ENGINEE	al ethics in its relationship to R by entering into an
WHEREVER IN THIS AGREEMENT or	attached exhibits the follow	ving terms are used,	they shall be interprete	ed to mean:
The state of the s	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation			
Resident Construction Supervisor Au	SECTION OF THE PROPERTY OF THE			
In Responsible Charge A f	ull time LPA employee auth mpany or Companies to wh			

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: D: Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation) EXHIBIT E: Consultant Engineering Est-Specific Rate

. THE ENGINEER AGREES.

 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.

AGREEMENT EXHIBITS

- 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.
- 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.
- 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.

- 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).
- To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 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	3
Specific Rate	\$101,415.00 (Maximum Fee \$150,000)
Cost plus Fixed Fee:	
Total Compensation = DL + D Where:	OC + OH + FF
DL is the total Direct	Labor,
DC is the total Direct	t Cost,
OH is the firm's over	head rate applied to their DL and
FF is the Fixed Fee.	
Where FF =	= (0.33 + R) DL + %SubDL, where R is the adve
	allowed on the direct labor of the subconsultar

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,

- 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.

- 14. 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.

AGREE	MENT SUMMARY	NICH RESERVE
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co	42-0943938	\$101,415.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	\$101,415.00
	Total for all work	\$101,415.00

	AGREEMENT	SIGNATURES	
Executed by the LPA:			
		Public Agency	
Attest:	The County of Cham	paign County	(a) (a) (b) (a) (a) (a) (a) (a) (a) (a) (a) (a) (a
By (Signature & Date)		By (Signature & Date)	at the state of th
Aaron Ammo	Digitally signed by Aaron Ammons Date: 2024.06.18 16:07:48 -05'00'	Jeff Blue	Digitally signed by Jeff Blue Date: 2024.06.18 13:47:49 -05'00'
Local Public Agency	Local Public Agency Type	Title	20 1000
Champaign County	County	County Engineer	
(SEAL)			
Executed by the ENGINEE	R: Prime Consultant (Firm) Name		5
Attest:	WHKS & Co	334	
By (Signature & Date)		By (Signature & Date)	.,
for ffl	Digitally signed by Scott D. Sanford Date: 2024.06.12 15:18:19 -05'00'	Cory Chamberlair	Digitally signed by Cory Chambertain Date: 2024.06.12 14:54:48 -05'00'
Title		Title	
Vice President		Vice President	
APPROVED:			
Regional Engineer, Depart	ment of Transportation (Signature & Date)		
2 1			
30m a 30	\$25070 Clause		
		9	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Champaign County	WHKS & Co	Champaign	24-02145-00-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. Perform surveys as necessary for the preparation of detailed roadway plans.
- b. Perform field survey of structure openings, substructure unit configuration for scour investigation and gather high water data and flood history.
- 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, required for superstructure replacement policy.
- e. Prepare Scour Critical Coding report.
- f. Prepare abbreviated Bridge Condition Report with recommendation on superstructure type.
- g. 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 and Asbestos Determination form.
- h. Complete detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.
- i. Prepare superstructure rating in AASHTOware software program and complete BLR SLRS Form.
- j. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.
- k. Prepare the Project Development Report required for Federal Funding.

 Local Public Agency
 Prime Consultant (Firm) Name
 County
 Section Number

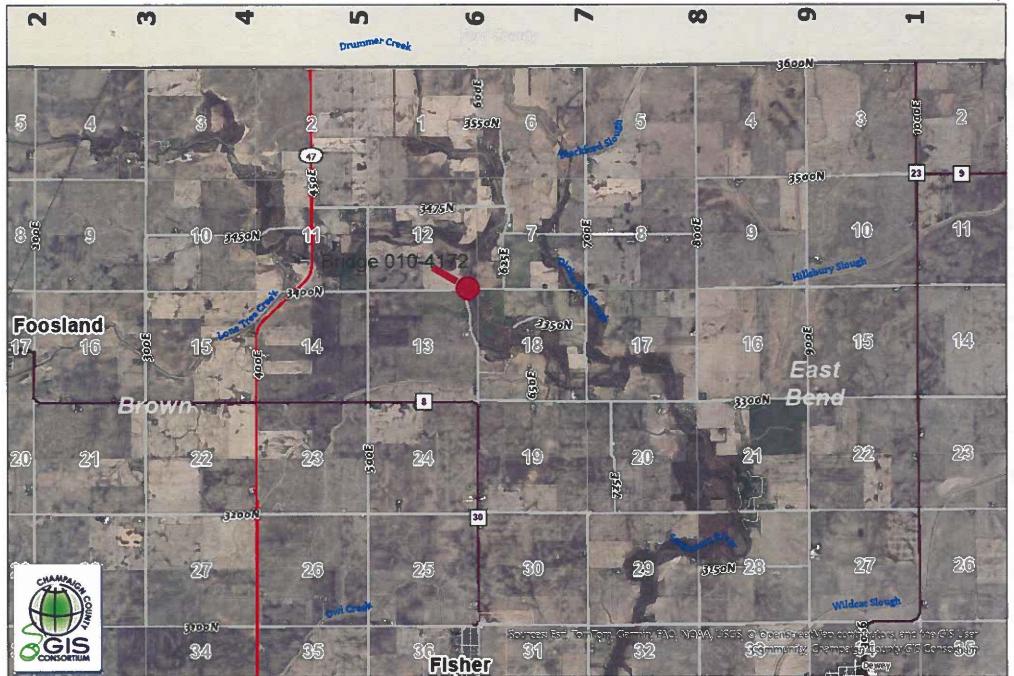
 Champaign County
 WHKS & Co
 Champaign
 24-02145-00-BR

EXHIBIT B
PROJECT SCHEDULE
Complete PH1 / PH 2 design activities for a June 2026 State letting.

BLR 05530 (Rev. 07/08/22)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Champaign County	WHKS & Co	Champaign	24-02145-00-BR
	Exhibit C		
	Qualification Based Selection (
Under the threshold, QBS requirer funds being used, federal small pur	If the value meets or will exceed the thresh- nents do not apply. The threshold is adjuste rehase guidelines must be followed.	old in 50 ILCS 510, QBS requi d annually. If the value is unde	rements must be followed. r the threshold with federal
	ring services less than the threshold)	00 02 W T. 20 W2	
Items 1-13 are required when usi using State funds and the QBS p	ng federal funds and QBS process is ap	plicable. Items 14-16 are req	uired when
using state funds and the QDS p	rocess is applicable.		No Yes
			- 1 1 1 1 1
	d procedures discuss the initial administrati engineering and design related consultant		
Do the written QBS policies an specifically Section 5-5.06 (e)	d procedures follow the requirements as ou of the BLRS Manual?	tlined in Section 5-5 and	
3 Was the scope of services for	this project clearly defined?		
4 Was public notice given for this	s project?		
5 Do the written QBS policies an			
6 Do the written QBS policies and debarment?	d procedures use covered methods of verifi	ication for suspension and	
7 Do the written QBS policies an	d procedures discuss the methods of evalu	ation?	
	Project Criteria	Weighti	ng
8 Do the written QBS policies an	d procedures discuss the method of selecti	on?	
Selection committee (titles) for this	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1010
Tor	o three consultants ranked for this project in	order	_
1	o three consultants ranked for this project in	i order	
2	**		
3			
	neering for this project developed in-house	prior to contract negotiation?	
10 Were negotiations for this project performed in accordance with federal requirements.			一十十十
11 Were acceptable costs for this		**	
	d procedures cover review and approving for to IDOT for further review and approval?	or payment, before forwarding	
Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?			
14 QBS according to State require	ements used?	***	
15 Existing relationship used in lie			
16 LPA is a home rule community	(Exempt from QBS).		

Bridge 010-4172



0.9

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