



Cathy Johnson
COUNTY CLERK
VERMILION CO. IL

Using Federal Funds? Yes No

Agreement For

MFT PE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Vermilion County	Vermilion	23-00227-00-PV	CEC 2783
Project Number	Contact Name	Phone Number	Email
	Adrian L. Greenwell	(217) 703-7851	agreenwell@vchighway.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Henning Road	CH 1	4.5 Miles	
Location Termini			Add Location
Jackson Street (3100N) north to CH 14			Remove Location

Project Description

Phase I engineering services for a roadway rehabilitation project. ROW is anticipated to be required and is also included. (see Exhibit A - Scope of Services) for further details.

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

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Cummins Engineering Corporation	Kim Cummins	(217) 726-8570	kim@cumminsengineering.com
Address	City	State	Zip Code
135 West Lake Shore Drive	Springfield	IL	62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT F : Cost Estimate using Specific Rates _____
- EXHIBIT G: Location Map _____
- _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$169,802.12 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost, +

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Cummins Engineering Corporation	37-1376743	\$169,802.12
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$169,802.12
Total for all work		\$169,802.12

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

CATHY JENKINS
Digitally signed by CATHY JENKINS
Date: 2023.12.20 12:58:32 -06'00'

By (Signature & Date)

Larry Baughn
Digitally signed by Larry Baughn
DN: cn=Larry Baughn, o, ou=Vermilion County,
email=lbaughn@vercounty.org, c=US
Date: 2023.12.20 12:29:02 -06'00'

Local Public Agency

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

Kimberly Cummins
Digitally signed by Kimberly Cummins
Date: 2023.12.11 13:24:02 -06'00'

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Brian Trygg on behalf of Kensil Garnett
Digitally signed by Brian Trygg on behalf of Kensil Garnett
Date: 2023.12.22 08:32:27 -06'00'

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Vermilion County	Cummins Engineering	Vermilion	23-00227-00-PV

**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

Length of Project: 4.5 miles

Project Limits: Approx. begin at Sta. 66+00 (Jackson Street) to Sta. 303+60 (CH 14)

Project Scope: CEC will perform the engineering services necessary to complete a phase I design to improve CH 1 (Henning Road) from Jackson Street north to CH 14.

Funding: Engineering – Local; Construction – Assumed Federal

Target Letting Date: To be Determined

Items of CEC Design Work:

1. Project Deliverables

- a. ESR Screening Forms (includes special waste screening forms)
- b. ESR Submittal (includes bat assessments for culverts and bridge)
- c. Corps of Engineers Coordination
- d. Pavement Design
- e. Alternative Alignments with Cost Estimates
- f. Draft Project Development Report
- g. Final Project Development Report
- h. Final Cost Estimate

2. Perform Survey and establish alignment and existing ROW.

3. Coordinate proposed pavement coring request and submit to MET to verify pavement thickness. County will provide traffic control. Driller to submit invoice for payment directly to the County.

4. Study and evaluate preliminary options / FOOTPRINT OF STUDY – Review survey data in conjunction with results of the pavement cores to develop preliminary options for possible horizontal/vertical alignment corrections as well as various treatments to the pavement structure. The various options will be presented to the County along with the preliminary cost and ROW requirements for each option.

5. After the County has selected a design alternative, set a proposed profile and alignment given the appropriate design criteria taking into consideration potential relocation of field entrances and access/operations of the property owners as well as pavement transition at the bridge.

6. Prepare Draft Project Development Report

- Determine Design Criteria
- Host/Provide a Federal Coordination Meeting
- Develop Existing and Proposed Typical Sections (Pavement Design)
- Develop Alignment Layout Sheets
- Complete Plan and Profile Sheets
- Crash Data Evaluation
- Utility Coordination
- Right-of-Way Determination
- Complete Public Involvement (as necessary for ROW)

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7. Coordinate with Bridge Office regarding HMA Surface Removal and Replacement on the bridge at Sta. 180 +58+/- (SN 092-3465).

8. Prepare Final Project Development Report

9. Prepare Final Cost Estimate.

Items of CEC Environmental & Drainage Work:

1. Complete ESR Screening for submittal and approval
a. Includes CEC bat assessment form for all culverts and the bridge meeting requirements of the USFWS bat habitat guidelines.

b. Includes Regulated Substance screening for PESA on new form.

2. Complete ESR for submittal and approval

3. Project assumes new ROW.

4. Minor tree removal is anticipated, to be confirmed during design.

5. A PESA is not anticipated, to be confirmed during ESR screening process.

6. In-stream work and/or riprap is assumed to be required.

7. Corps of Engineers coordination is included in this scope of work, to be evaluated during design.

8. Culverts & Hydraulics: 18 total structure locations - evaluation of the existing culverts under the roadway. Culverts in the clear zone in good condition will be extended. Culverts in poor condition will be evaluated and sized for replacement with concrete pipe or precast box culverts. Minimal hydraulic analysis is required to evaluate the size of the culvert and predict outlet velocities. Precast Concrete Flared End Sections are proposed. Riprap is assumed to be added, as necessary.

- Complete Drainage Plan and Profile Sheets (to include in Project Development Report)

- Complete Drainage Cross Sections

Items of Survey Work:

1. Establish horizontal and vertical control throughout the length of the project.

2. Reestablish / verify CH 1 alignment and stationing, existing ROW, and alignment x-ties.

3. DTM and topographic feature survey from Sta 66+00 to 303+60 (CH 14). Station X-Sections will be at 100-foot intervals throughout the project and at a maximum of 50-foot intervals and as needed at culverts, entrances, intersections, and other key features. (X-Sections will be extend a minimum of 60 feet RT & LT or as needed). Flood plain x-sections and streambed profiles at impacted drainage structures.

4. Process data and field notes.

5. Create Geopak files and TIN.

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Items Not Included in Scope of Work:

1. No formal hydraulic analysis or any environmental work other than the bridge bat assessment will be included for Existing Structure No. 092-3465.

All labor on this project will be paid for on an Hourly Basis with an Upper Limit of \$169,802.12, in accordance with the ENGINEER's Hourly Rate Schedule. The anticipated Direct Costs are included in the Upper Limit and will be billed to the LA by the Engineer in accordance with the direct cost schedule attached. Soil Borings will be arranged by the Engineer and billed directly to the LA by the subcontractor.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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**EXHIBIT B
PROJECT SCHEDULE**

This project is anticipated to be let in FY 26. CEC will proceed with design and preparation of plans in advance in case there is an opportunity to let the project sooner. Letting date to be determined.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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**Exhibit C
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	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)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Cummins Engineering Corporation		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>12/11/23</u>		

Consultant

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>	40	\$28.00	\$1,120.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input checked="" type="checkbox"/>	31	\$75.00	\$2,325.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input checked="" type="checkbox"/>	31	\$12.00	\$372.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>	4,032	\$0.66	\$2,640.96
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$6,457.96

*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

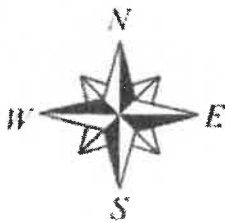
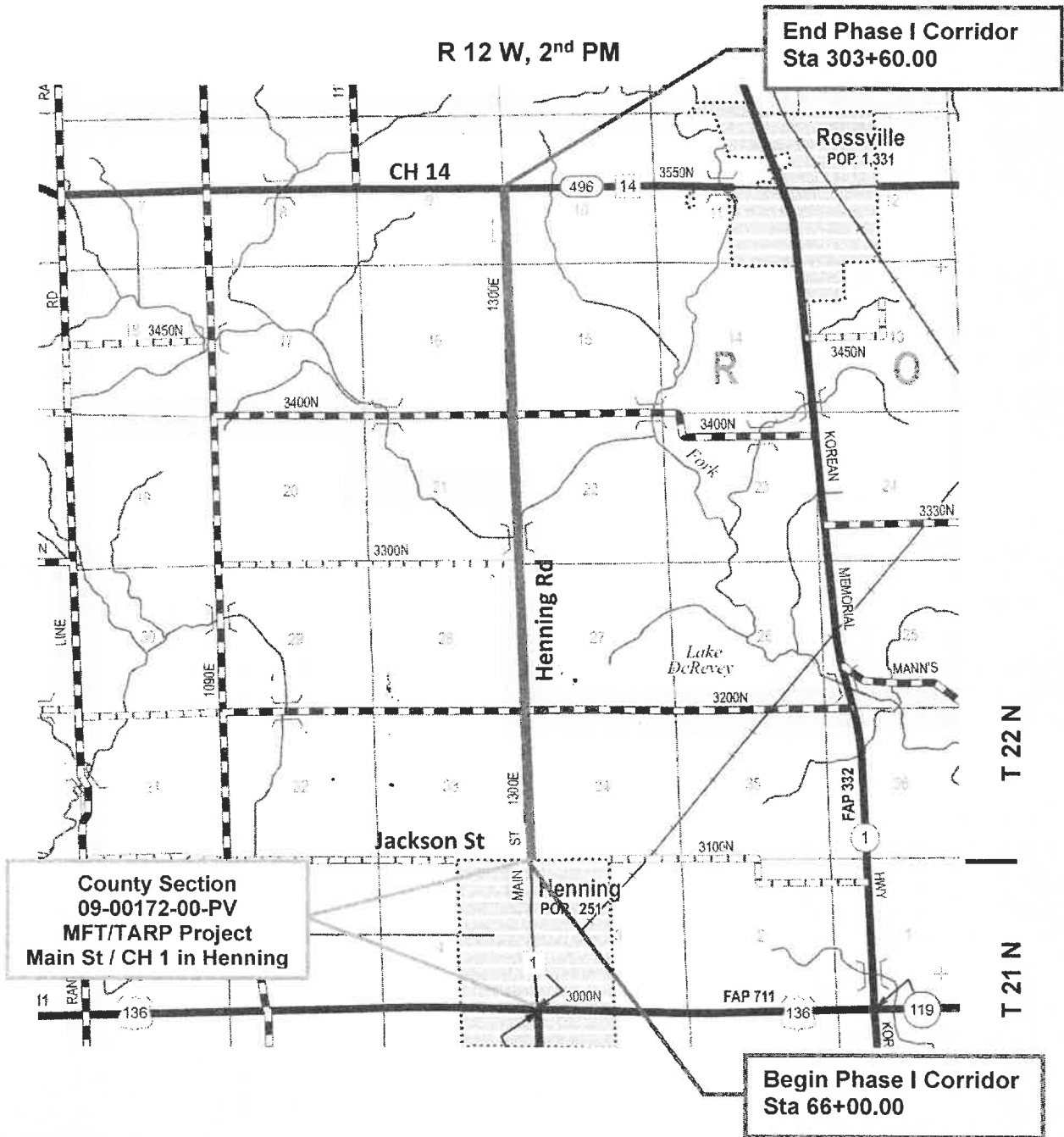
ESTIMATED COST FOR ENGINEERING/SURVEYING

JOB: 2783

CLIENT: Vermilion County
 PROJECT: Henning Road
 SECTION: 23-00227-00-PV

Exhibit F

ITEM	PE VI	PE IV	PE IV	PE III	PE II	SE II	ET V	ENG	OM	PLS III	ET III	SCC	LS	TOTAL
ENGINEERING SERVICES:														
Administration	10			12					10					32
QA/QC	8	16												24
Meetings	4			12	4		4							24
Field Checks				12	12									24
ESR and Screenings				8	40			8						56
Preliminary Design/Costs				100	16			60			8			186
Pavement Coating Layout and Design			24	4								8		36
Hydraulics/Culvert Design	2			8	80			8						98
Alternative Alignment Analysis				48			80	40						168
Project Report				30	22			30			8			90
SURVEY SERVICES:														
TOPO														
Prep										8			8	16
H&V Control / Alignment / Streambed / FP												60	60	120
Alignment / Ex ROW										40			20	60
X Section and Tono													200	200
Hand Notes and Misc.												20	30	50
DL / Processing / QAQC										12	120		18	148
TOTAL HOURS	24	16	24	234	176	0	84	146	10	60	136	88	334	1332
HOURLY RATE	\$201.60	\$166.60	\$162.40	\$137.20	\$130.20	\$135.80	\$138.60	\$89.60	\$108.50	\$166.60	\$124.60	\$102.90	\$105.14	\$1,769.74
TOTAL LABOR	\$4,838.40	\$2,665.60	\$3,897.60	\$32,104.80	\$22,915.20	\$0.00	\$11,642.40	\$13,081.60	\$1,085.00	\$9,996.00	\$16,945.60	\$9,055.20	\$35,116.76	\$163,344.16
ENGINEERING SERVICES SUBTOTAL														\$95,047.40
SURVEY SERVICES SUBTOTAL					0.01848									\$68,296.76
DIRECT COSTS														
Mileage									4032 Miles	\$0.655				\$2,640.96
Hotels									31 Nights	\$87.00				\$2,697.00
Per Diem									40 Days	\$28.00				\$1,120.00
TOTAL														\$169,802.12



Vermilion County

CH 1 (Henning Rd) From Jackson St in Henning north to CH 14
Termini: Beginning at Sta 66+00.00, heading north 4.5 miles to
Approx. Sta 303+60.00 at CH 14
Section 23-00227-00-PV