

FILED

SEP 03 2021

Local Public Agency Engineering Services Agreement

	A	Cathy Jan					•
Ť	Agreement For	COUNTY		A	greement Typ	e	_
Using Federal Funds? ☐ Yes 🛛 No	MFT PE	LIMILIO	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	C	riginal		
	LOCA	AL PUBLIC AGE	NCY				
Local Public Agency		County		Section N	umber	Job	Number
Vermilion County/ Butler Township		Vermilion		24-0216	2-00-BR		
Project Number Contact Name		Phone Nu	mber	Email			
Mr. Adrian G	reenwell, P.E.	(217) 70	3-7870	agreenv	vell@vchigh	way.c	org
FERNING CONTINUE	SEC	TION PROVISION	ONS				
Local Street/Road Name	Ke	y Route	Le	ength	Structure N	umber	
	TF	R 15	1	000'	092-3043	(Exist	i.)
Location Termini							Add Location
Approximately 500' west to 500' ea	st of existing st	ructure.					Remove Location
Project Description							
Complete Phase 1/Phase 2 roadwa bridge. Assume single span PPC D					structure rep	olacer	nent of existing
Engineering Funding	MFT/TBP	State	Other				
Anticipated Construction Funding Fede	eral 🛛 MFT/TBP	State	Other				
	A	GREEMENT FO	R				
Phase I - Preliminary Engineering	Phase II - Design	Engineering					
		CONSULTANT					
Prime Consultant (Firm) Name	Contact Name		ne Number				
WHKS & Co	Mark Leighto	n (217	7) 483-94	457 mle	ighton@wh	ks.co	n
Address		City				State	Zip Code
3501 Constitution Drive, Suite B		Spring	field			L	62711

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

Contractor

Resident Construction Supervisor
Authorized representative of the LPA in immediate charge of the engineering details of the

construction PROJECT

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

I. 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.
- 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.

	owing compensation method hod of Compensation:	l as discussed in 5-5.10 of the BLR Manual.
	Percent	
	Lump Sum	
\boxtimes	Specific Rate	\$108,693.75 (Maximum Fee \$150,000)
	Cost plus Fixed Fee:	
Tota	FF is the Fixed Fee. Where FF = 0	abor, Cost, ead rate applied to their DL and [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.
	i ne 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.

- 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	
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co	42-0943938	\$95,493.75

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Greene Bradford, Inc.	37-122698	\$13,200.00
	Subconsultant Total	\$13,200.00
	Prime Consultant Total	\$95,493.75
	Total for all work	\$108,693.75

	AGREEMENT	SIGNATURES	
Executed by the LPA:			
	Local Public Agency Type Local P	ublic Agency	
Attest: The	County of Vermil	ion County/ Butler Township	
By (Signature & Date)		By (Signature & Date)	
CATHY JENKIN	Digitally signed by CATHY JENKINS Date: 2024.08.15 15:41:56 -05'00'	Larry Baughn Jr.	Digitally signed by Larry Baughn Jr. Date: 2024.08.15 15:38:17 -05'00'
Local Public Agency	Local Public Agency Type	Title	
Vermilion County/ Butler	To County Clerk	County Board Chairman	
(SEAL) Executed by the ENGINEER:			
	Prime Consultant (Firm) Name		
Attest:	WHKS & Co		
By (Signature & Date) ### ### ############################	Digitally signed by Scott D. Sanford Date: 2024.08.13 16:52:03 -05'00'	By (Signature & Date) Cory Chamberlain Title Vice President	Digitally signed by Cory Chamberlain Date: 2024.08.13 16:28:44 -05'00'
APPROVED: Regional Engineer, Department Brian Trygg on beh of Kensil Garnett	nt of Transportation (Signature & Date) nalf Digitally signed by Brian Trygg or behalf of Kensil Garnett Date: 2024.09.01 16:12:43 -05'0		

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

Vermilion County/ Butler Townshi WHKS & Co Vermilion 24-02162-00-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 detailed surveys as 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. Prepare structure options and provide to CLIENT for approval prior to submitting PBDHR.
- 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 Asbestos Determination form. Ecocat to be performed by County.
- g. Complete 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 2 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
Vermilion County/ Butler Townsh	WHKS & Co	Vermilion	24-02162-00-BR
	EXHIBIT B		
	PROJECT SCHEDULE		
Complete PH1 / PH 2 design ac	tivities for a July 2025 local letting	J.	

Local Public Agency	Prime Consultant (Firm) Name	County		Section N	lumber
Vermilion County/ Butler T	ownshir WHKS & Co	Vermilio	on	24-0216	62-00-BR
	Exhibit C			MIE.	
	Qualification Based Selection			3	
Under the threshold, QBS requir funds being used, federal small	D. If the value meets or will exceed the thre ements do not apply. The threshold is adjust purchase guidelines must be followed.	shold in 50 ILCS 51 sted annually. If the	value is under the	ents musi e threshol	d with federa
	eering services less than the threshold)		14.46	al code a sa	
Items 1-13 are required when using State funds and the QBS	using federal funds and QBS process is a	applicable. Items	14-16 are require	a wnen	
aunig cuito iuniuo una uno uno	- P			No Yes	
	and procedures discuss the initial administring engineering and design related consulta		, management		
2 Do the written QBS policies specifically Section 5-5.06 (6	and procedures follow the requirements as e) of the BLRS Manual?	outlined in Section	5-5 and		
3 Was the scope of services for	or this project clearly defined?				
4 Was public notice given for t	this project?				Ī
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 susper	nsion and		
7 Do the written QBS policies	and procedures discuss the methods of eva	aluation?			
	Project Criteria		Weighting		
8 Do the written QBS policies	and procedures discuss the method of sele	ction?			
Selection committee (titles) for the	nis project				
1	Fop three consultants ranked for this project	in order			
1					
2					
3					1
	ngineering for this project developed in-hous		negotiation?	빌빌	
	roject performed in accordance with federal	requirements.		부분	
11 Were acceptable costs for the					
	and procedures cover review and approving that to IDOT for further review and approval?		re forwarding		
Do the written QBS policies (monitoring, evaluation, clos breaches to a contract, and	and procedures cover ongoing and finalizin ing-out a contract, records retention, respor resolution of disputes)?	g administration of nsibility, remedies to	the project o violations or		
14 QBS according to State requ	uirements used?				
15 Existing relationship used in	lieu of QBS process?				
16 LPA is a home rule commun	ity (Exempt from QBS).				



£ 1

Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s	5)			
WHKS & Co	N/A	N/A				
	⊠ Prime	Supplement	Date	08/13/24		
Consultant						
WHKS & Co						
Item	Allowable		Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	p to state rate maximum					
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	ctual cost (Up to state rate maxi	imum)				
(per GOVERNOR'S TRAVEL CONTROL BOARD)	ctual cost					
	oach rate, actual cost, requires eeks' notice, with prior IDOT ap					
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	p to state rate maximum			1,250	\$0.67	\$837.50
Vehicle Owned or Leased \$	32.50/half day (4 hours or less)	or \$65/full day				
Vehicle Rental A	ctual cost (Up to \$55/day)					
Rental Vehicle Fuel A	ctual cost (Submit supporting do	ocumentation)				
Tolls	ctual cost					
Parking A	ctual cost					
0.0111110	remium portion (Submit support					
Office Barretonian	ctual cost (Based on firm's polic	**				
Overnight Delivery/Postage/Courier Service A	ctual cost (Submit supporting do	ocumentation)		2	\$40.00	\$80.00
Copies of Deliverables/Mylars (In-house)	ctual cost (Submit supporting do	ocumentation)		425	\$0.10	\$42.50
Copies of Deliverables/Mylars (Outside)	ctual cost (Submit supporting do	ocumentation)		1	\$40.00	\$40.00
Project Specific Insurance A	ctual cost					
Monuments (Permanent)	ctual cost					
Photo Processing A	ctual cost					
2-Way Radio (Survey or Phase III Only)	ctual cost					
Telephone Usage (Traffic System Monitoring Only)	ctual cost					

Completed 09/03/24

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BDE 436 (Rev. 01/09/24) File Code: 06.014.0101

ltem	Allowable	Utilize w.o. only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)				
Website	Actual cost (Submit supporting documentation)				
Advertisements	Actual cost (Submit supporting documentation)				
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)				
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)				
		\Box			
		H			
		+=+			
				Total Direct Cost	\$1,000

*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

Completed 09/03/24

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whks

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EXHIBITE

Engineering Estimate Summary
WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
Survey (Greene & Brasfford, Inc - Incl. 10% admin fee)
Sol Borings (Gy County)
Contingency
Total Engineering Estimate \$ 94,493.75 86.9% \$ 1,000.00 0.9% \$ 13,200.00 12.1% \$ - 0.0% \$ 108,693.75

af Estimated Construction Cost Est. Construction Cost \$ 614,250,00 27' by 85' @ \$350sf \$ Const w/o contingency 17.7% 17.7%

3501 Canetitation Drive, Suite B Springfield, L. 62711 Phone: (217) 483-WHK8 Fex: (217) 483-9458

Project Data Client: Vermilion Co

Route: TR 15 over Fountain Creek Branch

Section No.: 24-02152-00-BR

Structure #'s: 092-3043 (Exist) 092-3545 (Prop)

Scope: Remove and replace single-span structure on closed concrete abutments with a single span 27' PPC deck beam bridge on pile bent abutments. Resurface roadway/shoulders as needed. Parform field survey, obtain soil borings, conduct hydraulic analysis of proposed structure and prepare reports and permits as needed to get design approved from District. Prepare final plans, appecial provisions and estimates for a Local letting using TBP Funds. Perform ROW survey, research and prepare all necessary plats for fand equipilition (Assume 2 plats). Asset the Courty with minor bidding and construction questions as a necessary. Utiliza 3R guidelines. Plan for July 2025 letting.

item	Total	Project	Transportation	Transportation	Transportation	Structural	Structural	Structural	Hydraulic	Hydraulic	Hydrindia	Engineering	Engineering	NAME OF TAXABLE PARTY.	Durvey	
Description	Hours	Manager	Eng Bl	Eng II	Eng I	Eng III			Eng III	Eng II		Tech III	Tech II		Tech II	Admin
001 Project Administration													-			
01 Project Admin and Management	34	10	20	_		4				_		+			_	
01 Project Admin and Management 02 Billing/Invoicing (1 hours/invoice x 6 invoices)	6	6	20													
03 Internal Kickoff Meeting / Project Closeout	10	1 4		1	1		1	1	1			1 1				
	0	-														
Meetings (none assumed)	- 0															
Labor Hours Subtotal	50	20	20	1	1	4	1	1	. 1	0	0	1	0	0	0	0
Labor Costs Subtotal	10,513.75	4.550,00	4,225.00	178.75	130.00	84 00	152.50	130.00	162.50	\$ -	\$	\$ 130.00	3	5	5 -	1
	9.7%															
002 Buryey	-	Wall Company														
OUT SHOW			$\overline{}$													
01 Travel	0													0	0	
02 Research	0													a		
03 Topo Route survey, utilities, bridge features	0	0												0	0	
04 Hydraulic cross sections/flow line, testimony	0	0												0	0	
05 Plats Legal documents, deliverables (Assume 2 platificants)	28	0										16		12		
U2 1 HILE COUNTY COUNTY CONTO PLANTING E STREET																
Labor Hours Subtotal	28	0	0	0	. 0	0	0	0	0	0	0	16	D	12	0	0
Labor Costs Subtotal		\$	\$	8	\$	\$	5 .	\$ -	\$ -	S -	8 -	\$ 2,080.00	\$ -	\$ 2,340.00	\$	\$ -
	4.1%															
003 Reports and Coordination			¥										-	1		
AL ALL STATES AND ALL STATES	0	-	_		_					_		_			_	
01 Abbreviated BCRs (If Regd.)	20	2	_	4		2			4			8				
02 Preliminary Bridge and Hydraulic Reports (no TSL)		2	_	-	_			_		_		-	_	-	_	_
03 Clearinghouse Coordination (Reg. Planning Comm. (If Regg.)	0	_	_					_	_	_		+		_	_	_
04 Project Develormt Rpt with Disposition and Resubmittal	0	-	_		_	_		_				_				_
Labor Hours Subtotil	20	2	0	4	0	2	0.	0	A	0	0	8	0	0	0	0
Labor Costs Subtotal		\$ 455.00		\$ 715,00	5 -	\$ 422.50	4	2 - 2	\$ 650 CO		\$	\$ 1,040.00	\$	2 .	\$ -	2
Labor Costs Subtout	3 3,282.50	\$ 433.00	1.	4 110,00	0	* 422.50	-	-	1 000 00	-	-	1 - 1,0 18.00	-	-	<u> </u>	
904 Parents and Coordination	3.7%			E SHITT					- Total 1 -		3.5	100	TITLE	100	9 1 1 1	
																G
01 ESR (Cultural Bigliogical, Wetlands) (local-ecocat by County)	12		- 2				4									
02 404 Pirmit (Joint Application Form)	8						- 4					4		3		
03 SWPPP (Assume NA)	Ö															
03 Federal Coordination Meeting (NA)	0															
04 Asbestos Determination and Coordination	2						2							2		
05 Utility Coordination (Julie Risquest) - no relocation assumed	10	2			2			2				4				
																-
Labor Hours Subtotal	32	2	2	0	2	0	10	2	0	0	0	14	0	0	0	0
Labor Costs Subtotal		\$ 455.00	\$ 422.50	\$ -	\$ 260.00	\$ -	\$ 1,625.00	\$ 180.00	\$ -	1	\$ -	\$ 1,820.00	5 -	9	15	1.
	45%															_
105 Prydrindica and Orahnaga			_					-				_			_	
C1 Drainage Arce/Flows (StreamStats)/Modify basin	2						-			2						
02 Propine Base HECRAS Model (Calibrate with FEMA Map)	20	1		2					4	14						
03 Analyse Natural and Existing Condition	20	1		2					4	14						
	32	_		2			2		В	20						
04 Analyze Proposed Conditions	10	-	4	6					·	1					_	
06 Ditch Hydrautics and Special Ditches	6	-	2	4												
07 Entrance Culverts (Assume 2 Culvert analyzed)	0	-	- 4	-						=						1
																1 0
Labor Hours Subtotal	90	0	6	16	0	0	2	0	16	50	. 0	0	-0	0	9	1 1
Labor Hours Subtotal			6 5 1,267.50		0	6 -	\$ 325.00			\$ 6,500,00	\$	\$ -	1 -	\$ 3	5 <	\$ +
Labor Hours Subtotal Labor Costs Subtotal					5	0 E - 1 of 3					\$ -		1 -	\$	5 <	\$ -

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EXHIBIT E

Engineering Estimate Summary
WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
WHKS Direct Cost (Est)
Solies Borings (By County)
Contingency
O'N
Total Engineering Estimate \$ 94,493.75 \$ 1,000.00 \$ 13,200.00 88.9% 0.9% 12.1% 0.0% \$ 108,693.76

s of Estimated Construction Cost

Est. Construction Cost \$ 614,250.00 27' by 65' @ \$350sf 17.7% Const w/o contingency 17.7% 17.7%

Project Data Client: Vermilion Co

Route: TR 15 over Fountain Creek Branch

Section No.: 24-02162-00-BR

Structure #'s: 092-3043 (Exlet) 092-3545 (Prop)

Scope: Remove and replace single-span structure on closed concrete abutments with a single span 27" PPC dock beam bridge on pile bent abutments. Resurface readway/shoulders as needed. Perform field survey, obtain soil borings, conduct hydraulie analysis of proposed structure and prepare reports and permits as needed to gen desain approval from District. Prepare final plans, special provisions and estimates for a Local letting using TBP Funds. Perform ROW survey, research and prepare all necessary plats for land acquisition (Assume 2 plans). Assalt the County with minor bidding and construction questions as necessary. Utilize 3R guidelines. Plan for July 2025 letting.

Item	Total	Project		Transportation Engli	Transportation Eng I	Structural Eng III	Structural Eng II	Struttural Enail	Hythreulic Eng III	Hydraulic Englis	Eng I	Engineering Fediniii	Engileesing Tech		Survey Tech II	Admin
Description 06 Roadwey Chaigs and Plan Preparation	Hours	Manager	Eng (i)	Eng if	Engr	Eng III	Eng II	200					100		10011	1
C1 Process Survey Data and Create DTM	18		2	-								16				
02 Roadway Design, Roadside Safety	10			2								8	2			
03 Cover General Notes, SOO, Schedules	12			- 6								6				
04 Typical Sections, Entrance Details	8		2									6				
05 Erosion Control and Draimage Details	8			2								6				
06 Alignment, Ties, Benchmarks, Coordinates	8	_		2								6				17
	18		2	-								16				
07 Plan and Profile Sheet's Assume 1 Sheet	18	_	2	_	_					_		16				_
08 Cross-Sections	14	2	2	2	_		_	_		_		8				
11 Miscellaneous Details		2			6	_				_		10		_		
12 Roadway Quantities/Schedules	18		2	-	6	-										
Labor Hours Subtotal	132	2	12	14	6	D	0	0	0	0	0	98	0	D	0	0
Labor Costs Subtote		455,00	\$ 2,535.00	2,502.50	\$ 780.00	1	1		1.5	1	5	\$ 12,740.00	-		1.0	1,
A PERIOD CONTRACTOR OF THE CON	17.6%		_	-	-		100		-		-	-				
27 Endge Design and Pier Preparation Berligh (Sorgh Span PPC Designam)		1	1	Y	1							1				
01 Superstructure Analysis and Design	14	2				4	8									
01 Superstructure American Design	14	2	t			4	8									
	0	0	+			0	0									
03 Pier Design (not regid)	0	-	_	_												
Plan Detailing and Preparation	10		_	_		_	2			_		8				
04 General Plan and Elevation			_	_	_		2		_	_		6				-
05 General Notes and Data	8		_	_	_		2					6				_
06 Muscel Details (Railing, Pile Details, Borings)	8		_		_		6	_		_		12	_			-
07 Superstructure Details 2 sheets	18						- 0	_	_	-		12	-	_	_	-
08 Pier Details (N/A)	0									-	_	12	_	_	_	-
09 Abutment Details (2 sheets)	18					2		4	_			12			_	-
10 Bridge/Structure Quantities	14						4	10								-
												_	_			_
Labor Hours Subtotal	104	- 4	0	0	0	10	32	14	D	0	0	44	0	D	0	0
Labor Conts Subtotal	15,762.50	\$ 910.00	1.1	1 -	1	2,112.50	\$ 5,200.00	1,820.00	.5	\$	1	\$ 5,720.00	1	\$	1 -	1
	14.9%															
35 Final Plans, Specification and Estimates			-			-		-				T				4
01 Special Provisions	10	2		4			4									
01 Estimate of Cost	6	2		2			2									
02 Estimate of Time	6	2		2			2									
03 Bid Documents (Local Let - Check Sheets)	30	10		10			10									
04 Pre-Final Plan Revisions (Address IDOT comments)	12	2		3			3					4				
04 Pre-Final Plan Revisions (Address IDO) comments	12	-	1	-			-									
Labor Hours Subjetal	84	18	0	21	0	0	21	0	0	0	0	4	0	0	D	0
Labor Costs Subtota		\$ 4,095,00	5	\$ 3,753.75	5	5	3,412,50	5	1 -	1 .	1	\$ 520.00	1	3		15.
	10.8%									_		_	_	-		
9 Miscallanaous/Bidding/Other		_	Y	1	1	112		- 27 20				T		-		-
01 Field Check of Project	10		 	5			5									
02 AASHTOWare Bridge Model/SLRS Form	8	2				6										
02 AASH I OWare Bridge ModerSLRS Form 03 Evaluate Bids, Recommend Award (State Letting)	2	2				-										
		-	_			6										
04 Shop Drawing Review	6	_	_	_		- 4										
	4					4										
34 Shori Drawing Review		4	-	5	ā	10 3 3,38040	§ § 812.50	0	0	Đ.	0	0	0	0	0	0

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EXHIBIT E

Engineering Estimate Summary
WHKS Labor Fee (Est)
WHKS Direct Cost (Est)
WHKS Direct Cost (Est)
Survey (Greene & Bradford, Inc - Incl. 10% admin fee)
Soll Bordinge (By County)
Contingency
Total Engineering Estimate \$ 94,493.75 86.9% \$ 1,000.00 0.9% \$ 13,200.00 12.1% \$ 0.0% \$ 108,693.75

% of Estimated Construction Cost Est. Construction Cost \$ 614,250.00 27' by 85' @ \$350s1
% Const w/o contingency 17.7%
17.7%

Project Data Client: Vermillon Co

Route: TR 15 over Fountain Creek Branch

Section No.: 24-02152-00-BR

Structure #'a: 092-3043 (Exist) 092-3545 (Prop)

Scope: Remove and replace single-span structure on closed concrete abutments with a single span 27' PPC deck beam bridge on pile bent abutments. Resurface roadway/aboutders as readed, Perform field survey, obtain soil borings, conduct hydraulise analysis of proposed structure and prepare reports and permits as needed to pain design approval from District. Prepare final plans, special provisions and estimates for a Local letting using TBP Funds. Perform ROW survey, research and prepare all necessary plats for fand ecquisition (Assume 2 plats). Assast the County with minor bidding and construction questions as a necessary. Utilize 3R guidelines. Plan for July 2025 letting.

	Item Description	Total Hours	I	Project Manager	Transportation Englis	Transportation Engli	Transportation Engl	Englis	Structural Eng II	Seuctural Engl	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineeting Tech III	Engineering Tech II	PLST	Survey Tech II	Admir
		3.55	\neg															_
QCQA												4	,		,		-	7
		1	$\overline{}$									-		-	_		-	-
Hydraulic QC/QA		8	-			_	_		_	-	_	+	-	+	-		+	+-
2 Rosdway QC/QA 3 Bridge QC/QA			-	В		_	_	-		_		+	_	+	-		+	+
3 Bridge OC/QA		- 8	-		_	-	_		-	+		_		+	1		1	-
	Latior Hours Subtotal	94	\rightarrow	10	0	O.	0	А	0	0	0	0	0	0	0	0	0	0
	Labor Costs Subtotal	\$ 5,330	00	\$ 3,840.00	\$ -	1 .	\$	\$ 1,690.00	\$	1	.5	\$	1 -	1	5 -	1 -	\$	\$
		4.8%								10								
al Labor Hours		558		68	-0	61	θ	40	71	17	21	50	0	169	0			
tal Labor Cost		\$ 94 493	75	\$ 15 470 00	5 8 450 00	\$ 10,903.75	\$ 1,170 00	\$ 8,450 00	\$ 11,537 50	\$ 2.210.00	\$ 3,412.50	\$ 6,500.00		\$ 24.050 0		\$ 2,340 00		1: