



**CITY OF WASHINGTON, ILLINOIS**  
**City Council Agenda Communication**

**Meeting Date:** February 3, 2025

**Prepared By:** Dennis Carr – City Engineer

**Agenda Item:** Grant/North Safe Routes to Schools Engineering Agreement Supplement 2

**Background:** In 2022, IDOT awarded two SRTS projects to the City of Washington. Staff assembled a request for qualifications and received 4 proposals. Staff reviewed the proposals and began negotiating with the group lead by Terra Engineering to perform the survey, design, and land acquisition services for the SRTS projects. In 2024, the City was awarded another SRTS project that would finish the sidewalk along Grant Street all the way to Route 8.

Staff had previously request a supplement to the original agreement to allow for Terra to incorporate the second Grant Street project into the plan set. With the addition of the second project and the extra land acquisition needed, the project has extended past the original PESA report extended past its shelf-life validity and needed to be revalidated.

**Fiscal Impact:** Staff budgeted \$115,000 in the Safe Routes to Schools fund to finish the original contract, perform the land acquisition services, and design the newly awarded project.

**Staff Recommendation:** Staff recommends approval of the Engineering Services Agreement Supplement with Terra to have Kaskaskia perform the PESA validation for \$1,546.00

**Action Requested:** Approval of the engineering agreement supplement with Terra for Kaskaskia to perform the PESA revalidation.



208 East Main Street  
Suite 100  
Belleville, Illinois 62220  
618.233.5877 *phone*  
618.233.5977 *fax*

January 22, 2025

Colin Coad, PE, PTOE  
Project Manager  
Terra Engineering LTD  
401 Main Street  
Suite 1130  
Peoria, Illinois 61602

RE: SRTS, Grant Street – Phase I Environmental Site Assessment (PESA) Supplement for  
Report Validation  
City of Washington, Tazewell County, IL  
KEG No. 23-1141.00

Dear Colin:

At your request, Kaskaskia Engineering Group, LLC (KEG) is pleased to prepare this proposal for supplemental work for the above referenced project. The following is a description of the scope of services completed for this project.

### **SCOPE OF SERVICES**

The City of Washington is proposing a Safe Routes to School (SRTS) project along Grant Street from School Street to Washington Road. The project will include construction of a sidewalk along the southeast side of Grant Street within the project limits and associated improvements.

KEG proposes to carry out the following tasks for this project assignment. The specific project limits for this project include Grant Street from School Street to Washington Road.

#### **Phase I ESA Revalidation**

In the event the original PESA report extended past its shelf-life validity, KEG produced a revalidation PESA for the site. The work was accomplished in general conformance with the scope and limitations of ASTM International E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the Illinois Department of Transportation's (IDOT), A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects, Circular 585, 2014.

The specific subtasks to complete the Phase I ESA revalidation within the project limits included the following:

- **Data Collection/Project Site Visit** - KEG collected available resource information about the site and its corresponding project area. KEG then performed a field visit of the project site to verify the presence of RECs. This information was compared to the original Phase I ESA findings.

- **Phase I ESA Validation** - KEG prepared the Phase I ESA Validation report to include the following:
  - Executive Summary
  - Introduction
  - Project Site(s)
  - Adjoining Site(s)
  - Orphan Site(s)
  - Conclusion(s)
  - Endorsements
  - Address Listing
  - Information Resources
  - Exhibits: Project Location Map(s), Site Location Map(s), Site Visit Materials (i.e., Field Survey Checklist and Photo Log), EDR Reports

The following item(s) are specifically not included in this scope of services:

- Phase II ESA (i.e., IDOT Preliminary Site Investigation (PSI))

## **RESULTS/DELIVERABLES**

The deliverable consisted of an original completed PESA and subsequent PESA Validation in accordance with IDOT and ASTM standards.

## **FEE AND SCHEDULE**

KEG has completed the above scope for Phase I ESA validation for a lump sum fee of One Thousand, Five Hundred and Forty-Six Dollars (\$1,546.00).

The above fee, which is valid for up to 90 days from the date of this proposal, does not include any fees required by municipal ordinance, code, or other regulatory agency. The above maximum fee also does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our services. Additional services as requested will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services* and billed at our then-current hourly rates, or as otherwise agreed.

## **ACCEPTANCE**

If the services outlined herein are acceptable, please provide formal authorization to proceed by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of any of the activities outlined herein. KEG services will be performed for the signatory of the enclosed form. Written consent must be provided by KEG should anyone other than the client wish to excerpt, or rely on, the results of our activities. The enclosed *General Conditions* will apply to any future services you authorize for this project.

Colin Coad, PE, PTOE  
Terra Engineering LTD

-3-

January 22, 2025  
KEG No. 23-1141.00

We appreciate the opportunity to be of service to you on this project. If you have any questions or would like to discuss the above scope and schedule in any way, please contact our office.

Respectfully,

**KASKASKIA ENGINEERING GROUP, LLC**

A handwritten signature in black ink, appearing to read "Geri E. Boyer". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Gerri E. Boyer, P.E.  
Manager

Enclosures

**ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES**

Project Name: SRTS, Grant Street – Phase I Environmental Site Assessment (PESA)  
Validation

Project Number: 23-1141.00

Date: January 22, 2025

Fee: One Thousand, Five Hundred and Forty-Six Dollars (\$1,546.00)

*Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.*

Accepted By:

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Client Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Party responsible for payment: (if different than Accepted By)

Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Agency Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Report Distribution:

Company Name:	Address:	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

## GENERAL CONDITIONS

### TERMS

When used below, the term "we", "us", "our" and "KEG" refers to Kaskaskia Engineering Group, LLC and its consultants, subconsultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

### PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope of services. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost. In the event you fail to pay what is owed you will also be responsible to pay reasonable fees of our attorneys and all costs including expert witness fees of collecting this money from you.

The rates we charge you for our services are on the assumption of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

### CLIENT RESPONSIBLE FOR CHANGES

If You engage a construction Manager that makes changes to the design or any material details which necessitate modifications to the Drawings and Specifications, You shall be solely responsible to pay for our professional services and reimbursable expenses for all work to accommodate such changes.

### GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold-harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

### LIMITATION OF LIABILITY

You recognize that as your professional engineering consultants we incur significant risks by virtue of our association with your project. Because we have no control over the construction or implementation of our engineering designs or other professional services much of what affects the success of your project is entirely outside our control. One of these risks stems from the potential for human error either by our staff or your contractor and an error by others may nonetheless result in some claim against us. In order for us to provide services at these rates there must be a limitation on our risk and therefore you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to obtain higher limits of liability and the additional charges involved, you must discuss this with our staff and get any expansion of our liability to you in writing.

### HOLD HARMLESS

You agree, to the fullest extent permitted by law, to indemnify and hold us and our subconsultants harmless against any damages, liabilities, or costs, including but not limited to

additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from KEG's encountering any unforeseen or unanticipated condition.

### THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either you or us. Our services under this Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

### OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement as shown in the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You agree that designs, plans, specifications, reports, proposals, and similar documents prepared by us are instruments of professional service, and as such, they may not under any circumstances be altered by any party except KEG. You warrant that our instruments of service will be used only and exactly as submitted by us. Accordingly, you shall waive any claim against us and shall, to the fullest extent permitted by law, indemnify, defend, and hold us harmless of any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss arising from unauthorized alteration of our instruments of service.

### TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents or use in a different locality than originally designed without our involvement are at your own risk.

### TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

#### **UNFORESEEN CONDITIONS**

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless KEG our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

#### **CONSTRUCTION MEANS AND METHODS**

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

#### **JOBSITE SAFETY**

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

#### **HAZARDOUS MATERIALS**

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

The discovery of unanticipated hazardous or suspected hazardous material may make it necessary for KEG to take measures that in our sole discretion are needed to help preserve and protect the health and safety of our personnel and of the public, and/or to preserve and protect the environment.

#### **SITE ENTRY**

You will provide right of entry of KEG or employees of firms

working under the direction of KEG, including right of entry of all required field equipment in order to perform the work. We will exercise reasonable care in performing its services, however, you understand that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement.

#### **SUBSURFACE STRUCTURE OR UTILITIES**

You will furnish to us information identifying the type and location of utility lines and other man-made objects beneath the site's surface. We will take reasonable precautions to avoid damaging these utility lines and man-made objects.

#### **SAMPLES**

Soil, rock, water, or other samples obtained from the project site are your property. We shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If, in our opinion, any of the samples collected may be affected by regulated contaminants, we shall package such samples in accordance with applicable law and you shall arrange for lawful disposal procedures. We shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, we are not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. We will, at your reasonable request, help the client or owner identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for an additional fee.

#### **CONTAMINATION OF AN AQUIFER**

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that we will provide on your behalf, you shall indemnify, defend, and hold us harmless from any claim or liability, including but not limited to attorney and expert witness fees, for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration.

#### **CONSTRUCTION COST ESTIMATES**

An opinion of construction costs prepared by us represents our reasonable judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids, or actual costs to the owner.

#### **ENVIRONMENTAL SITE ASSESSMENT**

An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. You understand that no matter how thorough an Environmental Site Assessment is, we cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if we believe that reportable quantities are not present, you bear the risk that such contaminants may be present or may migrate to the site after the study is complete.

#### **FAILURE TO FOLLOW RECOMMENDATIONS**

We disclaim any and all responsibility and liability for problems that may occur during implementation of our plans, specifications, or recommendations when we are not retained to observe such implementation.

**Kaskaskia Engineering Group, LLC**  
**Schedule of Hourly Rates**  
**January 1, 2025**

**Engineering**

Manager	\$400.00
Principal Engineer	\$300.00
Senior Engineer	\$245.00
Project Manager	\$175.00
Project Engineer	\$160.00
Staff Engineer	\$110.00

**Support Services**

Senior Biologist/Scientist	\$150.00
Biologist/Scientist III	\$115.00
Biologist/Scientist	\$105.00
GIS Manager	\$150.00
Technician	\$155.00
Administrative Personnel	\$135.00
Intern	\$ 60.00

The above hourly rates are effective as of January 1, 2025, and are subject to adjustment annually.

Time for Support Services in excess of 8 hours per day on client's project; work performed on Saturdays, Sundays, or Holidays; or expert witness depositions and/or testimony will be invoiced at 1 ½ times the indicated hourly rate.

**Expenses**

Travel per mile	Current IRS approved per-mile rate
Outside Services (Subconsultants, Subcontractors or Vendors)	Cost + 15%
Commercial Travel, Meals or Lodging	At Cost



KASKASKIA ENGINEERING GROUP, LLC  
ESTIMATE OF HOURS

Tasks:	Mgr	Princ Eng	Proj Mngr III	Bio/Scientist IV	Bio/Scientist III	Bio/Scientist II	Bio/Scientist I	GIS Mgr	Admin	Hours
<b>PESA Validation</b>										
1 - Data Collection/PESA Validation Site Visit					4					4
2 - PESA Validation Document					1					1
3 - Project Mgmt & QA/QC	1									1
<i>Subtotal Hours -- PESA Validation</i>	1	0	0	0	5	0	0		0	6
<b>Subtotal Labor Cost -- PESA Validation</b>	<b>\$400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$575.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$975.00</b>

Rates      \$400.00      \$300.00      \$175.00      \$150.00      \$115.00      \$105.00      \$105.00      \$150.00      \$135.00

Direct Costs:

Mileage (b/t KEG Geneva Office & Project Site)							280	miles	\$ 0.70	\$196.00
EDR Standard Report							1	LS	\$ 375.00	\$375.00
Lodging (Assume 2 people)										\$0.00
Meals (Assume 2 people)										\$0.00
<b>Subtotal Direct Expenses</b>										<b>\$571.00</b>

<b>TOTAL</b>										<b>\$1,546.00</b>
--------------	--	--	--	--	--	--	--	--	--	-------------------



# Local Public Agency Engineering Services Agreement

Agreement Type  
Supplement

Using Federal Funds?  Yes  No

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Washington	Tazewell		
Project Number	Contact Name	Phone Number	Email
	Dennis Carr	(309) 444-1136	dcarr@ci.washington.il.us

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Grant Street		900 ft	
Location Termini			Add Location
Grant St from Washington St to 900 feet southwest of Washington St			Remove Location
Project Description			
Provide final design and contract documents for the northeast portion of Grant Street.			

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

### AGREEMENT FOR

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
TERRA Engineering, LTD	Eric Therkildsen	(309) 999-0123	etherkildsen@terraengineering.com
Address	City	State	Zip Code
401 Main Street Ste 1560	Peoria	IL	61602

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Washington	TERRA Engineering, LTD	Tazewell	

**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 type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

**Instructions for BLR 05530 - Page 1 of 3**  
Form instructions are not to be submitted with the form

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

This form can also be used for structure inspections.

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

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

### Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

### Instructions for BLR 05530 - Page 3 of 3

#### Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

#### Agreement Signatures

##### Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

##### Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

##### For Agreement using MFT or State Funds only:

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

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk