



Agreement Type

Original

LOCAL PUBLIC AGENCY

| | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| Local Public Agency | | County | Section Number | Job Number |
| <input type="text"/> | | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Project Number | Contact Name | Phone Number | Email | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | |

SECTION PROVISIONS

| | | | |
|---|----------------------------------|----------------------------------|---|
| Local Street/Road Name | Key Route | Length | Structure Number |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Location Termini | | | |
| <input type="text"/> | | | |
| Project Description | | | |
| <input type="text"/> | | | |
| Engineering/Right-of-Way Services Funding | <input type="checkbox"/> Local | | |
| Anticipated Construction Funding | <input type="checkbox"/> Federal | <input type="checkbox"/> MFT/TBP | <input type="checkbox"/> State <input type="checkbox"/> Other |
| <input type="text"/> | | <input type="text"/> | |

AGREEMENT FOR

Phase I - Preliminary Eng Phase II - Design Eng Phase III - Construction Eng Right-of-Way Services

CONSULTANT

| | | | |
|------------------------------|----------------------|----------------------|----------------------|
| Prime Consultant (Firm) Name | Contact Name | Phone Number | Email |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Address | City | State | Zip Code |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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 roadway section. Local funding allotted to the LPA will be used entirely to finance ENGINEERING SERVICES (as defined in Exhibit A) for the PROJECT (as defined in the above Project Description).

Since the services contemplated under THIS 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. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into THIS 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:

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

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 (CECS) Worksheets (BLR 05513 or BLR 05514)
- EXHIBIT E: Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

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 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 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:
 - (a) For Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in THIS AGREEMENT or any subsequent Amendment or Supplement.
 - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
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 not 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, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to THIS 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 State Department of Transportation, hereinafter called 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. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate DEPARTMENT's Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the DEPARTMENT's Bureau of Materials "Manual of Test Procedures for Materials," submit DEPARTMENT's Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. 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 COSTS 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. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To prepare and approve forms BC 775 and BC 776 as necessary.
4. 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, 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 as required), 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.
5. To pay the ENGINEER as compensation for all services rendered in accordance with THIS 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

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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.
6. 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 LPA 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. No work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. 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 LPA or its

authorized representative, 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 LPA for the recovery of any funds paid by the LPA under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

3. 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 save harmless the LPA 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.
4. 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 become 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.
5. 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.
6. 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.
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 THIS 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 THIS 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 THIS 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 (e) 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.
8. 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.
9. 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 THIS 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, as defined in Exhibit B, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. The LPA elects to enforce the certification and requirements of the Drug Free Workplace Act (30 ILCS 580) in THIS AGREEMENT, as modified herein. 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 LPA 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the LPA 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 those 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 LPA.

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 the 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 five (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) 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 and the LPA agree to meet the PROJECT SCHEDULE. 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.

11. 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.).
12. 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 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 DEPARTMENT's current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the LPA, it being understood that all such furnished documents shall be approved by the LPA 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.

For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide 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 SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

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

**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:

SWE Solutions will survey the site utilizing M300 RTK drone and tying into control provided by MCDOT in order to obtain at least 2cm of accuracy. SWE will provide a total of five (5) drone models for McHenry County Division of Transportation as part of the construction project to demolish and reconstruct two bridges on Millstream Road over the Kishwaukee River and South Branch Kishwaukee River. Each drone flight will be \$8,500.00, totaling \$42,500.00 for the (5) models.

Each aerial drone survey will require the following process:

Day 01: On-site drone survey with 2 licensed SWE pilots in accordance with FAA regulations

Day 02: Post-processing + GCP optimization

Day 03: Full QA/QC of data, Geotiff edits in QGIS + Propeller import

Each aerial drone survey will provide MCDOT with the ability to access and view each model online. SWE will provide MCDOT with full viewing and edit access to each drone model in Propeller. SWE will teach MCDOT staff how to navigate the Propeller platform and access online training videos provided by Propeller.

The intent of the drone models is to:

- Provide existing, during, and post construction survey data and 3D modeling
- Calculate the area of stockpile volumes
- Create elevation earthwork models for earthwork verification
- Overlay site plans

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

**EXHIBIT B
PROJECT SCHEDULE**

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Five (5) total drone models will be provided during various stages of construction as requested by MCDOT from March 20, 2024 through August 29, 2025. After receiving the Notice to Proceed, SWE Solutions will capture the first model prior to the anticipated construction start so that all existing conditions can be measured.

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

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