

COUNTY OF CARROLL, ILLINOIS

RFQ AGREEMENT

FOR DESIGN SERVICES AND CONSTRUCTION OVERSIGHT OF TRANSIT GARAGE

JANUARY 13, 2023

Complete Scope

Carroll County/Carroll County Transit is seeking Architectural and Engineering services to design a garage for use, storage and operations related to transit vehicles. The Design Services contract will include creating plans and specifications for the transit garage building and site preparation. This includes the structure, foundations, utilities and parking areas. The consultant is expected to investigate/identify the storage and operational needs of the Carroll County Transit to develop a functional design and bidding documents.

Services include:

1. Construction Bid documents.
2. Biding assistance and review.
3. Pre-Construction Architectural and Engineering firm meetings.
4. Construction oversight and review of Construction.
5. Review of final construction prior to final payout.

Location and Summary of Project

The lot is fairly allowing for level building site and proper drainage of driveway and parking lot. The building will be approximately 60'x120' with 14' sidewalls. Two overhead doors 16'x12' and three walk in doors 3'x6'8" and 10 windows 36"x45". Building will be stick framed with OSB sheathing on walls and roof. Gutters will be installed. Ribbed steel exterior and interior with a standing seam roof. Concrete frost wall and floor all sloped to two floor drains with grease and oil separator. Interior area will remain open with exception of a 8'x10' bathroom and a 8'x10'storage area. A 200-amp service with 4 rows of LED lighting, a 220 volt outlet for larger pressure washer and service outlets every 10' on exterior walls. Bathroom to include one ADA stool and wall hung lavatory. Water heater to be installed in storage room. Building will be heated by three radiant heat tubes. Hot and cold sill cocks will be installed in garage area. Parking lot and driveway around building will be paved and cover approximately 14,000 sq. ft.

Termination

The County may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Architectural and Engineering firm. The Architectural and Engineering firm shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Architectural and Engineering firm shall promptly submit its termination claim to be paid the Architectural and Engineering firm. If the Architectural and Engineering firm has any property in its possession belonging to the County and IDOT, the Architectural and Engineering firm will account for the same, and dispose of it in the manner the County and IDOT directs.

Lobbying

Architectural and Engineering firms that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Architectural and Engineering firms are required to have all sub-Architectural and Engineering firms providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Method of Payment

When an invoice has been received payment will be made by check on the next pay period for Carroll County/Carroll County Transit. Pay periods are every other Monday or the next working day after a Monday holiday.

Contract Period

The contract period is from February 15, 2023, and shall expire on or around Dec. 31, 2024, unless terminated pursuant to this agreement.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

Prohibited Interest of Local Official

No member, or officer, or employee of Carroll County/Carroll County Transit or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Contract Changes

Any proposed change in this contract shall be submitted to the Carroll County/Carroll County Transit for its prior approval.

Subcontracts

The Architectural and Engineering firm shall not enter into any sub-contracts or agreements, or start any work by the work forces of a sub-Architectural and Engineering firm, or use any

materials from the stores of a sub-Architectural and Engineering firm, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the County and Illinois Department of Transportation (IDOT). All such subcontracts and agreements shall be approved by the County and IDOT.

Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights

Vendor Registration

If required by the State of Illinois, vendor will comply with any registration.

Assignment

The Architectural and Engineering firm shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the County and IDOT. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The County and IDOT reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of sub-Architectural and Engineering firm's is contingent upon each sub-Architectural and Engineering firm's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

The Architectural and Engineering firm shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Architectural and Engineering firm is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Architectural and Engineering firm shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Architectural and Engineering firm shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Architectural and Engineering firm agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

Ownership of Documents

The Architectural and Engineering firm shall permit the authorized representatives of the County and IDOT, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Architectural and Engineering firm relating to the Architectural and Engineering firm's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Architectural and Engineering firm and its sub-Architectural and Engineering firms shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure

proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Architectural and Engineering firm's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Government (IL) Inspection

The Architectural and Engineering firm shall permit the authorized representatives of the County and IDOT, such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Architectural and Engineering firm relating to the Architectural and Engineering firm's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Architectural and Engineering firm and its sub-Architectural and Engineering firms shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Architectural and Engineering firm's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Insurance

The Architectural and Engineering firm and his sub-Architectural and Engineering firms shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Architectural and Engineering firm. When applicable, more stringent or revised insurance requirements may be required.

The selected Architectural and Engineering firm shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Architectural and Engineering firm performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply

with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.

2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
3. Comprehensive General Liability Insurance - When applicable, the Architectural and Engineering firm shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - A. Operations - Premises Liability;
 - B. Independent Architectural and Engineering firm's Liability;
 - C. Broad Form Contractual Liability, covering the Architectural and Engineering firm's obligations under any contract or agreement for the Project;
 - D. Products Liability;
 - E. Completed Operations Liability;
 - F. Personal Injury Liability, including claims arising from employees of the Architectural and Engineering firm; and
 - G. Broad Form Property Damage Liability.

4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Architectural and Engineering firm shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Architectural and Engineering firm as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Architectural and Engineering firm's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Architectural and Engineering firm from liabilities in excess of such coverage.

The Architectural and Engineering firm and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or

proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Architectural and Engineering firm shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Architectural and Engineering firm shall require its sub-Architectural and Engineering firms to obtain an amount of insurance coverage which is deemed adequate by the Architectural and Engineering firm, for their levels of Project participation. The Architectural and Engineering firm shall be liable to the extent that any sub-Architectural and Engineering firm insurance coverage is inadequate. Sub-Architectural and Engineering firms shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Architectural and Engineering firm and Sub-Architectural and Engineering firm insurance policies, in regard to insurance requirements, prior to the commencement of any work.

Illinois Works Jobs Program Act

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants or contracts with an estimated total project cost of \$500,000 or more, the grantee or contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department of Commerce and Economic Opportunity a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance

Build America Buy America

Source of Supply and Quality Requirements (BDE) Apply.

Effective: January 2, 2023

Add the following to Article 106.01 of the Standard Specifications:

"The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following.

- (a) Non-ferrous metals;

- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt.”

Responding to the historic shortage of transit workers around the country, TWC has launched a campaign toolkit designed to support the public transportation industry in meeting the critical challenge of recruiting workers, especially bus operators and maintenance workers. [#ConnectingMyCommunity: The National Transit Frontline Worker Campaign Toolkit](#) provides a wealth of resources for transit agencies and communities to explore and design effective recruitment strategies tailored to their needs.

Click [National Transit Frontline Worker Recruitment Campaign - Transit Workforce Center](#) to see the Tool Kit.

Evaluation and criteria

Evaluation and criteria will include but not limited to:

- a. Experience with similar jobs including examples in Illinois, as near as possible to building location.
- b. Years of experience for company.
- c. Individuals working on the job and their qualifications.
- d. Any other jobs related to grants from Illinois for Illinois public bodies.
- e. Demonstrate knowledge and understanding of requirements for Illinois grants.

Cost of Services:

Construction bid documents, bidding assistance and review, pre-construction
Architectural and Engineering firm meetings, construction oversight and review of
construction, review of final construction prior to final payout.

\$ _____

Architect/Engineer Firm: _____

Address: _____

Signed by: _____

Print Name: _____

Date: _____

IDOT Approval

Signed by: _____

Print Name: _____

Date: _____

Carroll County Approval

Signed By: _____

Print Name: _____

Date: _____