



# Memo

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TO: Mayor Manier and City Council  
FROM: Ed Andrews, Public Works Director  
DATE: March 8, 2019  
SUBJECT: ITEP Phase 1 Engineering - Streetscape Consultant Selection  
Section: 18-00122-00-SW  
Project No: P-94-012-19

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The City of Washington was selected by the Illinois Department of Transportation (IDOT) to receive Illinois Transportation Enhancement Program (ITEP) 80/20 matching funding in an amount of \$56,010 for Phase 1 engineering services for the downtown square. This is for a total engineering costs of \$70,020 with City's portion of the 20% match. The selection of the Consultant is subject to Qualifications Based Selection (QBS) and as such a formal Request for Qualifications (RFQ) was advertised on the City's website

([https://www.ci.washington.il.us/egov/documents/1548801798\\_25644.pdf](https://www.ci.washington.il.us/egov/documents/1548801798_25644.pdf)) and was also noticed by email to the following Consultants who are either currently under contract with the City or have expressed an interest by submitting on past RFQs:

Austin	CMT
Farnsworth	Fehr-Graham
Hanson	Hermann & Associates
Hutchison	KEG
Maurer-Stutz	Midwest
Mohr & Kerr	Prairie Engineering
Terra	Wood

A total 6 firms responded with formal Statements of Qualifications (SOQs) and the others indicated that they would respectfully not submit. A formal review of the submittals was conducted by staff with the following scoring matrix results:

<b>Consultant</b>	<b>Technical Qualifications</b>	<b>Quality and Experience</b>	<b>Specialized Expertise</b>	<b>Staffing and Workload</b>	<b>Other (Local office, etc.)</b>	<b>Total</b>
Farnsworth	25	24	9	18	10	86
Fehr Graham	24	25	8	18	7	82
Hutchison	25	27	9	18	9	<b>88</b>
Midwest	24	25	9	18	10	86
Prairie	23	25	9	18	9	84
Terra	25	26	9	17	10	87

Staff contacted IDOT on the preliminary findings and indicated that we would be recommending Hutchison Engineering to Council. Council will recall their current work on the south leg of the Square for a more direct replacement program, whereby the ITEP funding will allow for increased Landscape Architectural services and geometric review. A copy of Hutchison's proposed contract is attached and would be submitted to IDOT for their review and concurrence given the funding arrangement.

This matter has been placed on the Special City Council meeting agenda of Monday, March 11<sup>th</sup>, 2019 for review and approval consideration.

cc: File

**CITY OF WASHINGTON NOTICE OF REQUEST FOR STATEMENTS OF INTEREST  
AND QUALIFICATIONS:**

**PLANNING ENGINEERING SERVICES FOR A STREETScape PROJECT ON THE HISTORIC  
WASHINGTON SQUARE (US BUSINESS ROUTE 24) IN WASHINGTON, ILLINOIS, TAZEWELL  
COUNTY.**

**STATEMENTS DUE: 3:30 p.m. WEDNESDAY, FEBRUARY 20, 2019**

The City of Washington is requesting Statements of Interest and Qualifications from professional service firms or teams to assist the City in planning engineering services (Phase 1) for a streetscape project on the Historic Washington Square. The goal of this project is to provide planning assistance in preparing a gaining approval of a Project Development Report. While initial discussions with the Illinois Department of Transportation (IDOT) have not indicated that an Intersection Design Study is required, the select consultant/consultant team shall have capacity to provide such services. The City of Washington will accept sealed proposals submitted to City Hall, 301 Walnut Street, Washington, Illinois, until 3:30PM Wednesday, February, 20, 2019, for establishing a contract with a qualified team.

The notice of Public Advertisement for Phase 1 Engineering Services will be posted to the City of Washington's Webpage ([www.ci.washington.il.us](http://www.ci.washington.il.us)), and sent to the engineering firms that responded to the City's most recent request for proposals. The advertisement will provide for at least 14 calendar days' notice until all proposals are due on February 20<sup>th</sup>.

Time is of the essence and any Statement of Interest and Qualifications received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. Teams are responsible for ensuring that the Public Works Director receives their Statements before the deadline indicated. Statements received after the announced time and date of receipt, by mail or otherwise, will not be considered. Teams should submit two (2) hard copies and one (1) electronic copy of a Statement of Interest and Qualifications.

### **1.0 INTRODUCTION**

The City of Washington requires planning engineering services for a streetscape project on the Historic Washington Square. A grant obtained through the Illinois Transportation Enhancement Program (ITEP) provided funding for this project. Interested parties should be aware that guidelines for federally funded projects will be followed.

The City's intention is to award a contract for these services to the best qualified team. Each team will be considered and ranked by a Selection Committee based upon the criteria listed herein. The City will then enter into negotiations with the top-ranked team. The negotiations will be to establish a detailed scope of services and total cost for services. Should the top-ranked team and the City of Washington not be able to reach an agreement, the City will terminate negotiations with that team and open negotiations with the second ranked team.

This process does not obligate the City to award a contract, or pay any cost incurred in the preparation of the teams responding to this request. The City reserves the right to accept or reject any or all statements received as a result of this request. All information submitted in response to this request will become the property of the City.

## **2.0 PROJECT DESCRIPTION**

The City of Washington requires planning engineering services for the Historic Washington Square Streetscape project along US Business Route 24. The City of Washington has received ITEP funding through the Illinois Department of Transportation for this effort.

In advance of this project, the City of Washington has already undertaken a complete topographic survey of the limits of this project with Hutchison Engineering, Section 18-00122-00-SW. That effort is being funded with the City's Downtown Square TIF funds. The full project has been previously presented at the Bi-Monthly.

It is anticipated that the selected Consultant will work towards incorporating the results from this effort into this contract as well as developing the overall streetscape theme for both projects. Construction is expected to begin in 2021 if additional ITEP funding is received.

## **3.0 GENERAL SCOPE OF SERVICES**

The scope of services sought by the City of Washington shall include planning engineering related to the Project. The goal of the project is to make the Square safer for pedestrians and to enhance the aesthetics. Construction elements of the project would include reconstructing the perimeter sidewalks, improving pedestrian access to the interior of the Square from the north and south through new crosswalks and refuge islands, historic pedestrian lighting, bike racks, kiosks, landscaping, and wayfinding signage. Funding for the completion of the project beyond Phase 1 engineering has not been secured. The goal is to have Phase 1 engineering done prior to possible submittal of an ITEP application in the fall of 2019 that could include the remaining engineering and construction.

The project includes utility coordination, and coordination with property owners. Property owners along this corridor will need access during construction. A review of ADA compliance and findings narrative in the PDR will also be required. In the past, the City's Downtown TIF has allowed for some cost sharing in building enhancements and would look for this effort to help private Owners develop targeted access compliance.

The scope shall include identifying, preparing all required documents, and coordinating efforts with IDOT's District 4 Office and the City of Washington's Director of Public Works.

The following should also be included in the scope of services:

### **3.1 MEETINGS, PUBLIC INVOLVEMENT, AND REPORTS**

An initial meeting and various project meetings may be required with City and IDOT staff. Meetings with individual property owners and utilities may also be needed. Periodic reports to City staff on the progress of the project are required.

### **3.2 DELIVERABLE PRODUCTS**

The selected team shall provide all deliverable products to the Public Works Director for approval and dissemination. Hard copies and electronic copies of the deliverables will be required. The number of hard copies will depend on the deliverable. Electronic format for all submittals will be required as well. Deliverables include:

1. Project Development Report (PDR) for the entire project area
  - a. Abbreviated IDS exhibits for inclusion into the PDR.

- b. ADA review
  - c. Development of codified streetscape theme
2. Preliminary plans for inclusion as an appendix to the PDR
  3. Grant reports and other documentation as required.

#### **4.0 PROJECT DURATION**

It is anticipated that, after a team is selected and IDOT and FHWA approval is issued, engineering process will start in late Spring / early Summer of 2019 and will have Phase 1 engineering and preliminary Phase 2 done prior to possible submittal of a an ITEP application for construction funding in the fall of 2019. Specific timelines will be mutually agreed upon between the selected team and the City.

#### **5.0 INVOICES AND PAYMENT**

The selected team shall submit invoices at the end of each calendar month; such statements shall be inclusive of a detailed breakdown of all charges incurred. The team lead shall review and approve any such invoice. The invoice detail shall indicate the personnel name, title, rate of pay, hours charged per day, and task worked. All direct costs and subconsultants/vendor participation shall be itemized. Multipliers will be clearly indicated and applied to total man-hours summated for the period. Invoices shall be based upon actual hours of performance.

The City of Washington shall require that the City Administrator review and approve any federally funded invoices, prior to payment, and to submit to IDOT for payment.

#### **6.0 CRITICAL DATES**

Selection will be made according to the following table:

RFQ/QBS placed on City Website	January 28, 2019
Due Date Statement of Interest/Qual.	February 20, 2019 at 3:30 P.M.
Selection Committee Ranks submittals	February 22, 2019
Committee informs highest ranked team and begin negotiations	February 25, 2019
Contract submitted to Council for approval	March 4, 2019
Contract submitted to IDOT for approval	March 5, 2019
Executed Contract	May 17, 2019
Prelim Phase 1	
Prelim Phase 2	

#### **7.0 EVALUATIONS OF QUALIFICATIONS**

Respondents are to submit a written Statement of Interest and Qualification which presents the team's qualifications and understanding of the work to be performed. Selection criteria will include qualifications, comparable recent experience, utilization of local presence, knowledge of local and state requirements, policies and procedures, and overall approach to the project. Respondents interested in submitting should have recent specific experience with this type of project.

The submission should include:

1. Name, size and brief description of the firm/team.
2. Location of offices for the firm and the office location responsible for managing the project.

3. Name, address, and phone number of a contact person responsible for and knowledgeable of the submittal. Resumes of key personnel anticipated being available for this project.
4. Descriptions of related project experience.
5. Names and contact information of at least three (3) references from previous clients on similar projects.
6. A brief summary of any specialized experience, qualifications, or unique capabilities applicable to this project that you feel is important to the success of the project (please review the selection criteria included in this document).
7. **IDOT Form BDE DISC 2 Template, adjusted for City of Washington**

Offerors will need to address each of the evaluation criteria set forth in Section 9 carefully and thoroughly, as all submittals will be ranked on a point value system, per Section 10. The evaluation will be based upon a head-to-head comparison with the other teams submitting.

The selection will be on the basis of the following:

1. Scored Statement of Interest and Qualifications.
2. The City will not conduct interviews.

### **7.1 SUBMITTAL FORMAT**

The submittal should be as concise as possible. Additional, promotional information should be avoided. See the page limits listed below. One page equals one side of a sheet of paper. Two (2) hard copies and one (1) electronic copy of the submittal will be required.

### **8.0 CRITERIA FOR EVALUATION**

A) Technical Qualifications (2-page maximum per firm, not including resumes):

Qualifications of the team and its leader

Qualifications of individuals to be assigned to the project

Qualifications of the Resident Engineer.

Quality Control Procedures

B) Quality and Experience on Similar Projects (2-page maximum per firm):

Quality of recent projects of similar size and scope

Ability to meet schedule and budget on similar projects

Reputation and positive references

C) Specialized Expertise (1-page maximum per team)

Resident Engineer Experience with IDOT Construction and other IDOT Division.

D) Staffing and Workload (2-page maximum per team):

Staff Capabilities

Workload Capacity and ability to provide range of personnel for tasks

E) Other (1-page maximum per team):

Local office presence to enhance quality and efficiency

### **9.0 SELECTION PROCEDURE**

Each criterion in the evaluation will be ranked on a scale of 0 to 10, where 10 equals the highest ranking of submittals received. A rank of 10 for any criterion indicates the most qualified team for that criterion. Each numerical ranking will be multiplied by the weighted value below. A total point value for each submittal will be determined by the composite evaluation of the Selection Committee, each providing his/her independent scores. Individual scores will be averaged for a committee score. The team with the highest overall point total will be ranked first.

Criteria	Weight	Rank	Total
Technical Qualification	30	10	300
Quality & Experience on Similar Projects	30	10	300
Specialized Expertise	10	10	100
Staffing & Workload	20	10	200
Local Presence	10	10	100
Total Maximum Points			1000

\*\* - Total Maximum Points Possible assumes that a team receives a best rank of 10 on all criteria. Ranks range from 0 points to 10 points, the zero can be applied if the Consultant's Proposal omits a section.

The City of Washington will not interview for this Project.

The Selection Committee will determine the best qualified team by consensus. The City reserves the right to waive technicalities and to reject any or all Statements of Interest and Qualifications, with concurrence from IDOT.

The City Administrator shall institute negotiations with the best-qualified firm per committee consensus. The firm shall provide fee structure, multipliers, staffing, direct and indirect costs in a competitive manner at the negotiation of the contract.

The City Administrator shall submit the proposed contract, with negotiated rates, to the Washington City Council for the Contract Award.

## **12.0 EMPLOYEE/EMPLOYMENT RESTRICTIONS**

THE CONSULTANT: THE CONSULTANT, (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Washington, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Washington and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Washington for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Washington in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

## **12.1 CONFLICT OF INTEREST**

The City of Washington procedures require consultants to submit a disclosure statement with their Proposal. Modified Form BDE DISC 2 Template shall be returned with the proposal.

## **12.2 SUSPENSION AND DEBARMENT**

The City of Washington's procedures require verification of suspension and debarment actions to ensure the eligibility of firms short-listed and selected for projects. The City uses the SAM Exclusions and IDOT's CPO's website to verify suspensions and debarments.


## **13.0 OMISSION OF SCOPE**

Please indicate if you believe a major item(s) is (are) missing from scope of services outlined in RFQ.

## **14.0 QUESTIONS**

A site visit to the project area is strongly recommended. All information with regard to the project is contained within the contents of this request. Questions or comments regarding the request or the process related to the request should be submitted via email to the Public Works Director, Ed Andrews, at [eandrews@ci.washington.il.us](mailto:eandrews@ci.washington.il.us).



Local Public Agency City of Washington	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	CONSULTANT	Consultant Hutchison Engineering, Inc.
County Tazewell				Address 2015 W. Glev Ave., Suite 210
Section 18-00122-00-SW				City Peoria
Project No. NWPA(903)				State IL
Job No. P-94-012-19				Zip Code 61614
Contact Name/Phone/E-mail Address Ed Andrews (309) 444-3196 eandrews@ci.washington.il.us				Contact Name/Phone/E-mail Address W. Shane Larson (309) 368-0689 slarson@hutchisoneng.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of March, 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Downtown Square Revitalization Route FAU 6776 Length 750' Structure No. N/A

Termini Bus 24 from 200' west of Main St. to High St.

Description The project consists of removing and replacing sidewalks, cross-walks, and construction of streetscape elements including benches, planter boxes, decorative lighting, trash receptacles, kiosks, etc.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 180 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
- That the ENGINEER is qualified technically and is entirely 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 herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- 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 me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted 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
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - ☐ Design and/or approve cofferdams and superstructure shop drawings.
  - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - ☒ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - ☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee      ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate              ☐ (Pay per element)

Lump Sum                ☐ \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and 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 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **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 the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any 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 DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, 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 and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE 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.
4. 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.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. 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, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. 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 material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State 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 State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other 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 a contract or grant of \$5,000 or more from the State, as defined in the Act.

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

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying 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 of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- 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.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. 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 DOT assisted contracts. 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.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

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**Agreement Summary**

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Prime Consultant:	TIN Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$51,203.25
Sub-Consultants:	TIN Number	Agreement Amount
Massie Massie Associates		\$18,800.00
Sub-Consultant Total:		\$18,800.00
Prime Consultant Total:		\$51,203.25
Total for all Work:		\$70,003.25

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Executed by the LPA:

City of Washington

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

---

Executed by the ENGINEER:

ATTEST:

Hutchison Engineering, Inc.

By: \_\_\_\_\_  
Title: Vice President

By: \_\_\_\_\_  
Title: President

### Exhibit A - Preliminary Engineering

Route: FAU 6776  
 Local Agency: City of Washington  
 (Municipality/Township/County)  
 Section: 18-00122-00-SW  
 Project: NWPA(903)  
 Job No.: P-94-012-19

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 189.49 %  
 Complexity Factor (R) 0.00  
 Calendar Days 365

**Method of Compensation:**

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate ☐  
 Lump Sum ☐

#### Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
1. Phase I, II, & Administration	Principal	4.00	\$70.00	\$280.00	\$530.57	\$0.00	\$0.00	\$117.53	\$ 928.10
	Project Manager	24.00	\$69.15	\$1,659.60	\$3,144.77	\$0.00	\$0.00	\$696.63	\$5,501.00
	Engineer III	150.00	\$51.58	\$7,737.00	\$14,660.84	\$0.00	\$0.00	\$3,247.68	\$25,645.52
	Engineer I	16.00	\$38.67	\$618.72	\$1,172.41	\$0.00	\$0.00	\$259.71	\$2,050.84
	Eng Tech V	16.00	\$43.90	\$702.40	\$1,330.97	\$0.00	\$0.00	\$294.83	\$2,328.20
	Eng Tech III	60.00	\$36.69	\$2,201.40	\$4,171.43	\$0.00	\$0.00	\$924.06	\$7,296.89
	Eng Tech II	8.00	\$32.01	\$256.08	\$485.24	\$0.00	\$0.00	\$107.49	\$ 848.81
	Eng Tech I	26.00	\$25.65	\$666.90	\$1,263.70	\$0.00	\$0.00	\$279.93	\$2,210.53
2. Direct Costs									
Mileage		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87.00	\$12.61	\$ 99.61
CADD		0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,750.00	\$543.75	\$4,293.75
3. Services By Others									
Streetscape Planning		0.00	\$0.00	\$0.00	\$0.00	\$18,800.00	\$0.00	\$0.00	\$18,800.00
<b>Totals</b>		<b>304.00</b>		<b>\$14,122.10</b>	<b>\$26,759.93</b>	<b>\$18,800.00</b>	<b>\$3,837.00</b>	<b>\$6,484.22</b>	<b>\$70,003.25</b>

Name	Hutchison Engineering, Inc.
Address	2015 W. Glen Ave, Suite 210
Telephone	(309) 691-1633
TIN Number	37-0960852

Local Agency	City of Washington
Section Number	18-00122-00-SW
Project Number	NWPA (903)
Job Number	P-94-012-19

[illegible]

Date \_\_\_\_\_

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

# **Exhibit C** **Federal Qualification Based Selection (QBS) Checklist**

Local Public Agency City of Washington  
 Section Number 18-00122-00-SW  
 Project Number NWPA(903)  
 Job Number P-94-012-19

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

☐ Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
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 <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>02/20/2019</u> Method(s) used for advertisement and dates of advertisement: _____ <u>City's Website</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 10%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 10%;">Weighting</td> </tr> <tr> <td><u>Technical Qualifications</u></td> <td><u>30 %</u></td> <td><u>Quality &amp; Experience on Similar</u></td> <td><u>30%</u></td> </tr> <tr> <td><u>Specialized Expertise</u></td> <td><u>10 %</u></td> <td><u>Staffing &amp; Work Load</u></td> <td><u>20%</u></td> </tr> <tr> <td><u>Local Presence</u></td> <td><u>10 %</u></td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Technical Qualifications</u>	<u>30 %</u>	<u>Quality &amp; Experience on Similar</u>	<u>30%</u>	<u>Specialized Expertise</u>	<u>10 %</u>	<u>Staffing &amp; Work Load</u>	<u>20%</u>	<u>Local Presence</u>	<u>10 %</u>	_____	_____ %	_____	_____ %	_____	_____ %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Technical Qualifications</u>	<u>30 %</u>	<u>Quality &amp; Experience on Similar</u>	<u>30%</u>																		
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<u>Local Presence</u>	<u>10 %</u>	_____	_____ %																		
_____	_____ %	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Ed Andrews, Jon Oliphant</u>  Top three consultants selected for this project in order: 1) <u>Hutchison Engineering, Inc.</u> 2) <u>Terra Engineering</u> 3) <u>Farnsworth Group/Midwest Engineering</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				



**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT  
Prepared By

Hutchison Engineering, Inc.  
Prime  
Shane Larson

DATE 02/25/19  
PTB-ITEM# N/A

CONTRACT TERM 6 MONTHS  
START DATE 6/1/2019  
RAISE DATE 12/31/2019  
END DATE 11/30/2019

OVERHEAD RATE 189.49%  
COMPLEXITY FACTOR 0  
% OF RAISE 2%

**ESCALATION PER YEAR**

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	6/1/2019	11/30/2019	6	100.00%

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The total escalation = 0.00%

## PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PTB-ITEM #

Hutchison Engineering, DATE  
Prime  
N/A

02/25/19

ESCALATION FACTOR

0.00%

*Note: Rates should be capped on the AVG 1 tab as necessary*

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$70.00	\$70.00
PROJECT MANAGER	\$69.15	\$69.15
ENG V	\$62.53	\$62.53
Eng IV	\$57.84	\$57.84
ENG III	\$51.58	\$51.58
ENG II	\$47.09	\$47.09
ENG I	\$38.67	\$38.67
ENG TECH VI	\$50.23	\$50.23
ENG TECH V	\$43.90	\$43.90
ENG TECH IV	\$40.49	\$40.49
ENG TECH III	\$36.69	\$36.69
ENG TECH II	\$32.01	\$32.01
ENG TECH I	\$25.65	\$25.65



PTB NUMBER: N/A

TODAY'S DATE: 2/25/2019

*\*If other allowable costs are needed and not listed, please add in the above spaces provided.*

### LEGEND



**Downtown Enhancement, Washington, IL**  
**Development Plan and CDs**  
Proposal 2-26-2019

Proposal to Hutchison Engineering

This proposal for MMA professional services for the Washington Downtown Enhancement project is provided to the project engineers Hutchison Engineering, Inc. in Jacksonville, IL.

Project Site

The project site involves the rights-of-way around the downtown square and areas extending beyond the square as shown in the attached map illustration.

Scope of Services

MMA proposes to provide the following services toward the project:

1. Initial Meeting and Site Evaluation
  - Meet with an Advisory Committee (composed of city representative, key downtown stakeholders, others) to discuss visions for the project, particular ideas, and the process moving forward.
  - Evaluate and record the project site.
2. Public Involvement
  - Meet with Advisory Committee to present the Concept Plan. Discuss and evaluate the plan. Consider alternatives if appropriate, determine any adjustments needed.
  - Participate in a Public Open House. Attend and present Concept Plans and other information. Provide means of further public input such as comment sheets and on-line information.
3. Concept Enhancement Plan
  - Collaborate with Hutchison Engineering in alignment of sidewalks, streets and parking that enhance aesthetic quality, develop the open space opportunities, and optimize the downtown experience.
  - Develop concepts to improve the aesthetics, usability, and safety within the downtown area for motorists, pedestrians and bicyclists. Provide for special events and activities. Develop a unique and attractive image that will represent the city.
  - Elements that may be considered are green niches/parklets, adaptable/multi-purpose space, outdoor commercial/restaurant space, pedestrian kiosks, information centers, street lights, pedestrian lights, signs, outdoor furnishings, flags, street trees, plant beds, etc.
  - Enhancement plan may involve alternatives and choices of configurations, materials, colors, etc.
  - As described above, the Concept Plan will be presented to the Advisory Committee and then at a Public Open House.

**MassieMassie+Associates**

Landscape Architecture and Land Planning  
1210 South 5<sup>th</sup> St. Springfield, Illinois 62703  
217-544-3210 Massie-Massie-Associates.com

4. Concept Plan Refining and Detailing
  - Concept Plan will be revised as per comments from Advisory Committee and the public.
  - Scaled and Detailed plans will be prepared per IDOT standards.
  - Bidding Items and Cost Estimates will be prepared.
5. Coordination with Hutchison Engineers and others as need be.

#### Time and Fees

The following is an estimate of time and fees, based on our understanding of the project.

	Sr. LA/Planner	LA/Planner	Technician
Meetings – preparation	8	24	24
Meetings – travel and meeting			
Initial meeting: City/Adv. Committee	-	6	-
Meeting w/Adv. Committee	-	6	-
Public Open House	-	6	8
Concept Design – Preliminary	8	24	24
Concept Design – Finalize	8	16	8
Concept Plan Refinement	4	16	8
Coordination	-	6	--
 Total Hours	 28 hrs.	 104 hrs.	 72 hrs.
Hourly Rate	\$120/hr.	\$100/hr.	\$65/hr.
Extension	\$3,360.00	\$10,400.00	\$4,680.00

TOTAL \$18,440.00 + \$360.00 (est. direct expenses) = \$18,800.00

#### Direct expenses

Travel: 3 round trips to Washington, IL. of 150 mi. @ 0.50/mi. = \$225.00

Printing: exhibits, \$135.00



