

**CITY OF WASHINGTON  
PUBLIC WORKS COMMITTEE  
MONDAY, DECEMBER 5, 2016  
5:00 P.M.**

**CITY HALL CONFERENCE ROOM  
301 WALNUT STREET**

**AGENDA**

- 1. ALDERMAN WISHING TO BE HEARD ON NON-AGENDA ITEM**
- 2. CITIZENS WISHING TO BE HEARD ON NON-AGENDA ITEM**
- 3. APPROVAL OF MINUTES – November 7, 2016 regular meeting**
- 4. BUSINESS ITEMS**
  - A. Early Certificate of Occupancy Text Amendment
  - B. Water Model Update
  - C. Capital Improvement Discussion
  - D. Dallas & Cruger Roundabout Design Contract Review
- 5. STAFF UPDATES**
- 6. OTHER BUSINESS**
- 7. ADJOURNMENT**

**DRAFT**

City of Washington  
Public Work Committee  
Monday, November 7, 2016 – **Minutes**

CITY HALL CONFERENCE ROOM  
301 WALNUT STREET

Present: Aldermen Bob Brucks, Dave Dingledine, and Jim Gee

Also Present: Ed Andrews, Public Works Director; Mike Brownfield, Alderman; Jim Culotta, City Administrator; Carol Moss, Alderman; and Jon Oliphant, Planning & Development Director.

Alderman Jim Gee called the meeting to order at 5:00 p.m.

1. Alderman Wishing to be Heard on Non-Agenda Item: Alderman Brownfield asked about the new signs to be located on Boyd Parkway. These 12"x48" signs have been ordered and should be in place soon. He also asked about restriping the crosswalk at Dallas Road and Westminster Drive. Staff will do that restriping soon.
2. Citizens Wishing to be Heard on Non-Agenda Item: Bruce Brucker, 506 E. Adams, asked about whether he can construct a driveway on a storm and sanitary sewer easement. He would like to construct the driveway to access his garage. After discussion by the committee, it was okay with allowing for a gravel drive to be located on the easement and Mr. Brucker understands that the City would still have the ability to undertake any maintenance within the easement.
3. Approval of Minutes – The minutes from the October 3, 2016, meeting was unanimously approved.
4. Business Items:
  - A. FEMA FIRM Map Update/Floodplain Text Amendment – Staff recently received preliminary concurrence from IDNR on the Letter of Map Revision (LOMR) project for the east side of the city. The review will next be undertaken by FEMA/Illinois State Water Survey and the LOMR will not become effective until after its approval. Additionally, FEMA has required floodplain ordinance modifications that need to be adopted by February 17, 2017, which is the date that the modernized floodplain maps for Tazewell County become effective. These changes are very minor and much of the existing floodplain ordinance mirrors the model IDNR ordinance. Staff has recommended that a regulation be adopted with this amendment that would prohibit fencing from being located in a floodplain. The committee recommended that this amendment be adopted and the PZC previously held a public hearing recommending adoption on November 2.
  - B. Early Certificate of Occupancy Discussion – The final plat for Cherry Pointe Section 2 was approved in August and MKR Properties has submitted three building permits for future construction. Staff has informed Tanner Rave that permits can be issued. However, certificates of occupancy cannot be issued until all of the public infrastructure improvements have been completed and approved by the City. Section 154.237 allows for a delay in the CO issuance until after the construction is approved. A variance application will likely be submitted asking for a waiver of this

requirement and to temporarily allow for those streets to be private until after they have been paved. The committee recommended adopting language to clearly prohibit the issuance of CO's until the infrastructure improvements are approved. Both East Peoria and Pekin have similar language in its codes. Staff will draft an amendment and schedule it for review at a future PWC meeting.

- C. Residential Off-Street Parking Regulations – Staff has considered language that would restrict off-street parking for commercial uses on residentially-zoned lots. Currently, there is no prohibition from a commercial use to have off-street parking on a residential property to complement the parking on the commercial lot. The committee recommended not adopting language that would create a new zoning classification specific to off-street parking lots.
- D. Snow Removal Policy Review – Presented the standard “Plan A” snow removal plan (7 routes for 7 trucks) and the consolidated “Plan B” whereby trucks would double up on primary routes during heavy events during just that period to help insure the main routes remained open. Councilman Dingleding wanted to ensure that were still plowing the full width of the street, this will still be the case. The Committee was supportive of the two-tiered approach.

It was also reported that GPS tracking was being added to assist in route monitoring and aging reports as far as time of plowing. The current GPS in the street sweeper can also be transferred to a plow truck. Additionally, it was reported that bids for the 16-17 the standby plowing assistance contract will be ready soon.

#### 5. Other Business:

- A. Bids will be awarded at the forthcoming City Council meeting regarding seal coat work. RA Cullinan & Son was the sole bidder for this work in an amount of \$819,709.14. The 6.65 miles of seal coat is broken down as 2.8 miles north of Boyd Parkway, 1.7 miles in Rolling Meadows North, and 2.2 miles in Rolling Meadows South.
- B. Rick Anderson from Maurer-Stutz had a handout on the potential for permanent stoplights at Wilmor/W. Jefferson and/or N. Main/Jefferson. Due to time constraints, the committee asked to have that scheduled for an upcoming meeting.

Motion to adjourn at approximately 6:23 p.m.

# CITY OF WASHINGTON

## PLANNING & DEVELOPMENT DEPARTMENT

301 Walnut St. · Washington, IL 61571

Ph. 309-444-1135 · Fax 309-444-9779

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[joliphant@ci.washington.il.us](mailto:joliphant@ci.washington.il.us)

### MEMORANDUM

TO: Public Works Committee  
FROM: Jon R. Oliphant, AICP, Planning & Development Director  
SUBJECT: Early Certificate of Occupancy Prohibition Draft Text Amendment  
DATE: November 30, 2016

As discussed at the November meeting, there is not currently language in place in the Subdivision Code that explicitly prohibits the issuance of Certificates of Occupancy (CO) for houses completed prior to the approval of all public infrastructure improvements. While there is language in place, that allows the City to not issue CO's until after such time when the improvements have been approved, there is a desire to have a policy making this clear.

Attached is a draft text amendment that would prohibit the CO's from being issued until after the City has approved the infrastructure improvements. It would also withhold other public services include street maintenance, snow plowing, and garbage pickup until the approval of the improvements. This amendment is based largely on language that the Cities of East Peoria and Pekin have in their codes. This would be placed in both the Subdivision and Zoning Codes in order to help ensure that any interested parties are aware of this requirement.

General discussion is planned for the December 5 Public Works Committee meeting to gather feedback on this topic. A public hearing is scheduled for the January 4 Planning and Zoning Commission meeting prior to two ordinance readings by the City Council.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF  
THE CITY OF WASHINGTON, ILLINOIS BY AMENDING SECTION 152.005 OF CHAPTER 152  
ENTITLED "ENTITLEMENT OF RECORD UPON APPROVAL"**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,  
TAZEWELL COUNTY, ILLINOIS, as follows:**

**Section 1.** That § 152.005 of Chapter 152 of the Washington Municipal Code of Ordinances titled "Entitlement of Record Upon Approval" is hereby amended by adding § 152.005(F) in its entirety thereof:

**"§ 152.005 ENTITLEMENT OF RECORD UPON APPROVAL**

(F) The City shall not issue a Certificate of Occupancy for any building in a subdivision in which all public infrastructure improvements required in accordance with this Chapter have not been installed and approved by the City. Any damage done to improvements during construction shall be corrected prior to issuance of a Certificate of Occupancy for any building. The City will withhold all public services of any nature, including the maintenance of streets, snow plowing, or garbage pickup until final acceptance of all public improvements."

**Section 2.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**Section 3.** That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Memo

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TO: Public Works Committee  
FROM: Ed Andrews, Public Works Director  
SUBJECT: Cruger Road Roundabout and Dallas Phase 2  
Engineering Contract review with Terra Engineering  
DATE: December 2, 2016

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Attached is a detailed proposal for the Committee's review of the inclusion of a roundabout instead of a traditional four-way stop intersection at the re-aligned Nofsinger Roadway and Dallas / Cruger roadways. Current funding discussions with the Illinois DOT would only find them participating in a four-way stop controlled intersection since those would be the minimum warrants.

Previous Committee of the Whole discussions regarding this potential expressed a desire to advance both Dallas Phase 2 and the Nofsinger projects concurrently. As such, this project was presented to both the Illinois DOT and Federal Highway at their Bi-Monthly Coordination Meeting on Oct 25<sup>th</sup>, 2016.

This matter has been placed on the agenda for the Public Works Committee of December 5, 2016 for review and discussion.

cc: File

ATTACHMENT B - COST ESTIMATE OF CONSULTANT SERVICES



FIRM NAME  
PRIME/SUPPLEMENT

TERRA Engineering, Ltd.  
Prime

Payroll Escalation Table  
Fixed Raises  
New Formula

DATE 11/15/16  
PTB NO.

12 MONTHS  
10/1/2016  
10/1/2017

CONTRACT TERM  
START DATE  
RAISE DATE

OVERHEAD RATE 176.05%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

ESCALATION PER YEAR

10/1/2016 - 12/1/2016

2  
12

= 16.67%  
= 1.0250

12/2/2016 - 10/1/2017

10  
12

85.83%

The total escalation for this project would be:

2.50%

## Payroll Rates

<b>FIRM NAME</b>	<u>TERRA Engineering, Ltd.</u>	<b>DATE</b>	<u>11/15/16</u>
<b>PRIME/SUPPLEMENT</b>	<u>Prime</u>		
<b>PTB NO.</b>			

ESCALATION FACTOR	2.50%
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[illegible]



Firm  
LEKKA Engineering, Ltd.

Route
Section
County
Job No.
PTB & Item

BDE 028 (Rev. 2/06)

**ATTACHMENT B - COST ESTIMATE OF CONSULTANT SERVICES**

Route	Location	County	Lab No.	Time/Item
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**Consultant** TERRA Engineering, Ltd.

Date 11/15/16

**Sheet 1 OF 1**

Payroll		Total Project Rates						Survey			Phase I Engineering			Plans Spec & Estimates			Coord & Combine w/ Dallas R		
Classification	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$70.00	4	0.33%	0.23				2	0.39%	0.27									
Project Manager	\$70.00	102	8.32%	5.82	4	3.64%	2.55	60	11.72%	8.20							8	10.00%	7.00
Senior Engineer	\$52.86	306	24.96%	13.19				120	23.44%	12.39							32	40.00%	21.14
Project Engineer	\$27.41	284	23.16%	6.35				120	23.44%	6.42							40	50.00%	13.70
Junior Technician	\$32.80	400	32.63%	10.70				200	39.06%	12.81									
Survey Manager	\$55.68	28	2.28%	1.27	24	21.82%	12.15												
Inventory	\$31.60	80	6.53%	2.06	80	72.73%	22.98												
Administrative Manager	\$35.19	4	0.33%	0.11				2	0.39%	0.14									
Administrative Associate	\$20.52	18	1.47%	0.30	2	1.82%	0.37	8	1.56%	0.32									
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TOTALS		1226	100%	\$40.05	110	100%	\$38.05	512	100%	\$40.56	524	100%	\$39.69	80	100%	\$41.85	0	0%	\$0.00

## **ATTACHMENT A - Scope of Services**

### **Roundabout at Nofsinger /Dallas/Cruger Roads**

#### **Phase I Engineering**

The City of Washington is planning for improvements to the existing 'T'-intersection of Dallas Road/Cruger Road in conjunction with the realignment of Nofsinger Road. Previous preliminary plans for a standard stop controlled intersection at the four-legged intersection will be reviewed and designed as a roundabout intersection instead. The City has indicated that all engineering and construction for the roundabout project will be funded with 100% local funds and therefore the project will not be under the oversight of the Illinois Department of Transportation, and therefore a formal Phase I Engineering Report will not be required. The City is however, required by Federal and State laws to secure environmental clearances and/or perform due diligence in regard to meeting local, state and federal regulations. As a basis for sound engineering design, engineering will be performed in accordance with Bureau of Local Roads and Streets Standards.

The following tasks will be required for Phase I Engineering:

- **Alignment Concepts**
  - Evaluate Alignment Concepts and intersection control for a roundabout intersection at realigned Nofsinger Road/Dallas Road with Cruger Road.
  - Provide analysis and technical feedback to the City regarding planned concepts including traffic operations, geometrics, drainage, environmental factors.
  - Recommend preferred alignment and intersection control, based on analysis above.
- **Field Investigations and Data gathering**
  - Obtain Dallas Road Project Development Report, Dallas Road and Cruger Road Construction Plans, and available geotechnical data from the City of Washington
  - Collect available data from IDOT, utility companies.
  - Perform topographic survey along Cruger Road and Dallas Road at the existing 'T'-intersection location. Utilize LIDAR data already obtained from the City, for the farm field north of Cruger. Merge data into one data set to describe the existing conditions.
  - Perform a Boundary Survey to identify existing ROW and property lines for parcels south of Cruger Road.
  - Utilize geotechnical data already obtained for Nofsinger Road, Cruger Road and Dallas Road projects.
- **Environmental Surveys and Special Waste**
  - Update Environmental Clearances that have expired
  - Address any environmental concerns through the preliminary engineering phase
  - Identify any commitments to City, Outside Agencies and/or stakeholders for Phase II design and/or Construction
  - Perform a Special Waste Assessment Screening based on previous environmental searches for the Nofsinger Road project.
  - At this time, additional site investigations for special waste is not anticipated.
- **Prepare an Intersection Design Study (IDS) for Nofsinger Road/Dallas Road and Cruger Road based on selected concept alignment**
  - Use previously collected existing traffic at subject intersection

## **ATTACHMENT A - Scope of Services**

### **Roundabout at Nofsinger /Dallas/Cruger Roads**

- Utilize the approved Nofsinger Road Traffic Impact Analysis for stop control traffic operation results at Nofsinger Road/Dallas Road and Cruger Road
  - Complete a transportation assessment of traffic operations with proposed intersection control
  - Develop horizontal alignment for the intersection
  - Develop proposed geometrics
  - Determine current traffic data including percentage of trucks; estimate design traffic data
  - Complete an IDS for City review and approval
- Existing Conditions and Adjacent Projects:
  - Determine Existing Conditions  
(width of travel, turn lanes, alignment, traffic control devices, utilities, jurisdiction, maintenance responsibility, drainage, terrain and current land use)
  - Evaluate adjacent projects and potential impacts on the roundabout, including, Nofsinger Road/US Route 24 intersection project, Cruger Road multiuse path, and Dallas Road improvement project.
  - Prepare existing typical sections  
(roadway widths, ROW widths, guardrail, curb and gutter, surface types)
- Proposed Improvements:
  - Determine applicable IDOT design guidelines
  - Determine proposed improvements  
(width of proposed travel, bicycle and turning lanes, sidewalks, shared-use paths, guardrail, traffic control devices, drainage items, alignment changes, utility adjustments, side slopes and clear zones, super-elevation data for horizontal curves)
  - Prepare typical sections
  - Prepare plan and profile sheets
  - Identify items affecting improvement  
(truck restrictions, traffic signals, stage construction, lighting)
  - Prepare opinion of probable cost
  - Analyze the need for accommodating pedestrians, bicyclists and the handicapped. Determine proposed pedestrians and bicyclists improvements and ADA accessibility
  - Perform preliminary coordination with adjacent projects which may impact the roundabout design, including, Nofsinger Road/US Route 24 intersection project, Cruger Road multiuse path, and Dallas Road improvement project.
- Right-of-Way
  - Determine right-of-way needs, including the total acreage required for each of the following categories
    - ROW
    - permanent easements
    - temporary easements
    - temporary land use permits

## **ATTACHMENT A - Scope of Services**

### **Roundabout at Nofsinger /Dallas/Cruger Roads**

- Tabulate width of taking, number of property owners, acreage of ROW, current land use, anticipated impacts to properties that remain, and location of any improvements with respect to required right-of-way.
- Discuss any impacts on setbacks required by zoning
- Determine if relocations are required
- Public Involvement
  - Coordinate with the City to identify stakeholder groups. Develop a plan for public involvement. Participate in up to two meetings to gather input from individual stakeholder groups.
  - Hold an open house for gathering general public input.
  - Track all comments received and incorporate results of meetings into preliminary design, as appropriate. Dispose all comments; submit to City.
- Submit Preliminary Plans, Specs and Estimates to the City for Review.

#### **Phase II – Plans, Specifications and Estimated**

Since the City desires to bid the Dallas Road project, from the bridge just south of Westminster Drive to Cruger Road, together with the proposed roundabout project, TERRA will incorporate final plans, specs and estimates as completed by Austin Engineering, into the roundabout bidding documents. To remove any overlap in the construction documents, the limits of each (sub-)project will be mutually agreed upon, and will be approximately 230 LF south of the centerline of Cruger Road. Austin Engineering will be responsible for preparing all construction plans, special provisions, and estimates for their portion of the project, including schedules of quantities and project specific construction details.

- Prepare the following Plan Sheets in accordance with Bureau of Local Road Manual for the both the roundabout and Dallas Road by combining TERRA's documents and supporting data with Austin Engineering's documents and data:
  - Cover Sheet
  - General Notes
  - Summary of Quantities
  - Schedule of Quantities
  - Traffic Control Plans (Maintenance of Traffic)
- Prepare the following Plan Sheets in accordance with Bureau of Local Road Manual for the roundabout only:
  - Typical Sections
  - Alignment, Ties & Benchmarks
  - Removal Plans
  - Plan & Profile Sheets
  - Erosion and Sediment Control Plans
  - Miscellaneous Details
  - Grading & Drainage Plans
  - Intersection Details

## **ATTACHMENT A - Scope of Services**

### **Roundabout at Nofsinger /Dallas/Cruger Roads**

- Pavement Markings & Signage Plans
- Landscaping Plans
- Traffic Lighting Plans
- Cross Sections
- Prepare and determine the Pavement Design in accordance with the Bureau of Local Roads and Streets.
  - Utilize soil boring data collected for the Nofsinger Road project
  - Coordinate pavement design with existing Cruger Road, Dallas Road Improvements, and Nofsinger Road/US RTE 24 Improvement project.
  - Formally Select Pavement Type
  - Analyze Design Requirements
  - Complete Pavement Design Calculations
- Prepare Project Specifications in accordance with IDOT specifications and include the following:
  - Supplemental Specifications
  - Recurring Special Provisions
  - BDE Special Provisions
  - Contract Special Provisions
  - Project Specific Special Provisions
  - Highway Standards
- Prepare Quantities and Estimates which will include the following:
  - Quantities
  - Estimate of Time
  - Estimate of Cost
- Utility Coordination
  - Analyze potential conflicts between the proposed improvements and the existing utilities.
  - Coordinate utility relocations as necessary to facilitate construction of the proposed improvements.

#### Assumptions

The following assumptions were made in the development of the above scope and man-hour estimate:

- It is assumed that the alignment for the roundabout will match the existing Dallas Road, Cruger Road and proposed relocated Nofsinger Road alignments. It was assumed that roadway and intersection improvement will extend approximately 900 linear feet along Cruger Road, 250 linear feet on Dallas Road, and 200 linear feet along realigned Nofsinger Road (from Santa Fe Road to Cruger Road). Additional improvements beyond these limits will be discussed and negotiated with the City of Washington.
- This project will not impact a jurisdictional floodplain or jurisdictional wetlands. Therefore, no Joint Application for Protecting IL Waters will be required.
- It is assumed that the project will not impact any historic, archeological or cultural resources. Should the results of the ESR indicate otherwise, additional services will be discussed and negotiated with the City of Washington.

## **ATTACHMENT A - Scope of Services**

### **Roundabout at Nofsinger /Dallas/Cruger Roads**

- It is assumed that a formal public hearing will not be required for the realigned Nofsinger Road/Dallas Road/Cruger Road intersection or roundabout intersection control.
- Professional services for right-of-way plats not included above, and for appraisals and negotiation services will be discussed and negotiated with the City of Washington.
- Design and Construction Documents for new utilities (i.e. water, gas, electric, sanitary sewer, telecommunication lines, etc.) are excluded from this scope of work. Should the City desire to install new utilities as part of this project, this work will be discussed and negotiated with the City of Washington
- Street lighting outside the intersection limits will be discussed and negotiated with the City of Washington.
- City of Washington will prepare front end documents and will advertise the project for bidding.



Local Agency City of Washington	<b>LOCAL AGENCY</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>CONSULTANT</b>	Consultant TERRA Engineering, Ltd.
County Tazewell				Address 401 Main Street, Suite 1130
Section				City Peoria
Project No.				State IL
Job No.				Zip Code 61602
Contact Name/Phone/E-mail Address Ed Andrews 309-444-1136 eandresw@ci.washington.il.us				Contact Name/Phone/E-mail Address Karen Dvorsky, P.E. 309-999-0123 kdvorsky@terraengineering.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of November, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA 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 Cruger Road Roundabout Route Cruger Rd Length 0.15 mi Structure No. \_\_\_\_\_

Termini Approximately 400 LF each side of Dallas Road

Description This project includes Phase I and Phase II engineering for the design and preparation of bidding documents for a roundabout intersection at Dallas / Cruger / Realigned Nofsinger Road.

#### 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 LA 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 LA or STATE.
- To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, 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 LA.



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 LA.
11. To submit all invoices to the LA 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: **SEE ATTACHMENT A – SCOPE OF SERVICES**
- ☒ 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, Environmental Class of Action Determination 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 LA 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 LA 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 LA 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: **SEE ATTACHMENT B – COST ESTIMATE OF CONSULTANT SERVICES (based on 2.8 multiplier)**

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 LA, 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 LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA 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 LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA 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 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA 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 LA 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 LA 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 LA 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 LA. 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 LA 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 LA, 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 LA 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 LA 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 LA. The LA 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 LA deems appropriate.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TERRA Engineering, Ltd.	36-3853964	\$137,695.61
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work:		

Executed by the LA:

City of Washington

(Municipality/Township/County)

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

ATTEST:

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

By: \_\_\_\_\_  
Title: Senior Project Manager