

TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center
115 E Washington St – Rm 404, Bloomington, IL
Tuesday, April 3, 2007
8:00 AM

1. **Roll Call**
2. **Approval of Minutes from March 6, 2007 Meeting**
3. **Recommend Payment of Bills to County Board**
4. **Appearance by Members of the Public and County Employees**
5. **Items to be Presented for Action**
 - A. Resolution & Letting Results from March 28, 2007 County & Township 2007 MFT Maintenance Sections 1 – 2
 - B. Annual Surveying Agreement – Lewis, Yockey & Brown, Inc 3 – 5
 - C. Bridge Design Agreement with Hampton, Lenzi & Renwick, Inc
Heartland Bridge – Sec 07-00045-03-BR – Saybrook Rd (CH 36)
Posted at 22 Ton 6 – 15
 - D. Timber Bridge Engineering Agreement – Hampton, Lenzi & Renwick, Inc 16 – 23
 - E. Jt Bridge Petition – Empire Township 24
6. **Items to be Presented for Information**
 - A. Project Summary
1. Danvers / Carlock Rd – Kath Bridge – Sec 03-00148-05-BR 25
 - B. East Side Highway Study 26 – 63
 - C. Horizon Wind Farm Update – Phase 1 & Phase 2
 - D. Adopt – A – Highway Update 64 – 73
 - E. Garage 74
 - F. Other
7. **Adjournment**

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 3, 2007, for a letting held on March 28, 2007 for two (2) Road District 2007 MFT Maintenance Sections, one (1) and McLean County 2007 Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on April 3, 2007, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

2007 MFT MAINTENANCE SECTIONS:

Beniach Construction Company, Inc, 306B E Southline Rd, PO Box 20, Tuscola, IL 61953, was the successful bidder on the following section:

Danvers RD.....Sec 07-12000-00-GMGR 2 @ \$48,263.00

Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609, was the successful bidder on the following section:

Funk's Grove RD.....Sec 07-17000-00-GMGR 2 @ \$15,140.00

2007 Non-MFT CONSTRUCTION SECTION:

Contech Construction Products, 1509 W Mt Vernon, Metamora, IL 61548, was the successful bidder on the following section:

McLean CountySec 04-00040-03-WRPVC @ \$21,035.75

Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 17, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of April A.D., 2007.

[SEAL}

County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

March 28, 2007

**DANVERS RD
SEC. 07-12000-00-GM GR 2**

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND TOTAL	ROWE BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	
Bit Mat's CRS-2	On Road	Gal	23,200	\$1.60	\$37,120.00	\$1.49	\$34,568.00	\$1.52	\$35,264.00
Seal Coat Agg CA-15/16	Furn & Spread	Ton	825	\$24.00	\$19,800.00	\$16.60	\$13,695.00	\$17.85	\$14,726.25
					\$56,920.00	\$48,263.00	\$56,247.50	\$49,990.25	
						-15.21%	-1.18%	-12.17%	

**FUNKS GROVE RD
SEC. 07-17000-00-GM GR 2**

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	BENIACH BID BOND TOTAL	ROWE BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	
Bit Mat's PG 46-28	On Road	Gal	5,000	\$2.15	\$10,750.00	\$1.49	\$7,450.00	\$2.07	\$10,350.00
Cover Coat Agg CA-14	Furn & Spread	Ton	250	\$26.00	\$6,500.00	\$16.16	\$4,040.00	\$20.00	\$5,000.00
					\$17,250.00	\$15,140.00	\$15,140.00	\$15,350.00	
						-100.00%	-12.23%	-11.01%	

**McLEAN COUNTY
SEC. 04-00040-03-WR NON-MFT PVC PIPE**

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	CONTECH BID CHECK TOTAL	
Corr Poly Chloride (PVC) Pipe 10"	McLean Co.	Foot	2125	\$4.20	\$892.50	\$4.00	\$850.00
Part Corr Poly Chloride (PVC) Pipe 12"	McLean Co.	Foot	715	\$6.35	\$4,540.25	\$6.05	\$4,325.75
Part Corr Poly Chloride (PVC) Pipe 15"	McLean Co.	Foot	1014	\$9.45	\$9,582.30	\$9.00	\$9,126.00
Part Corr Poly Chloride (PVC) Pipe 18"	McLean Co.	Foot	338	\$14.70	\$4,968.60	\$14.00	\$4,732.00
Part Corr Poly Chloride (PVC) Pipe 24"	McLean Co.	Foot	91	\$23.10	\$2,102.10	\$22.00	\$2,002.00
					\$22,086.75	\$21,035.75	\$21,035.75
						-4.75%	

**NORMAL RD
SEC. 2007 NON-MFT HOT MIX 1600 EAST RD**

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND TOTAL	McLEAN CO. TOTAL	HJ EPPEL BID BOND TOTAL	
HMA Surface Removal-Butt Joint	Sq Yd	244		\$25.00	\$6,100.00	\$18.00	\$4,392.00	\$7.95	\$1,939.80
Temporary Ramp	Sq Yd	24		\$30.00	\$720.00	\$22.00	\$528.00	\$7.50	\$180.00
Bit Mat's (Prime Coat)	Gal	1400		\$2.00	\$2,800.00	\$0.01	\$14.00	\$4.00	\$5,600.00
Aggregate (Prime Coat)	Ton	75		\$20.00	\$1,500.00	\$0.01	\$0.75	\$22.00	\$1,650.00
HMA BC IL 19.0 N50	Ton	1150		\$58.00	\$66,700.00	\$59.00	\$67,850.00	\$63.25	\$72,737.50
HMA SC "C" N50	Ton	1150		\$60.00	\$69,000.00	\$63.00	\$72,450.00	\$64.25	\$73,887.50
Agg Wedge Shoulder Type B	Ton	450		\$20.00	\$9,000.00	\$25.00	\$11,250.00	\$23.37	\$10,516.50
					\$155,820.00	\$156,484.75	\$156,484.75	\$166,511.30	
						0.43%		6.86%	

PROJECT AGREEMENT
Lewis, Yockey, & Brown Inc.
 Consulting Engineers & Land Surveyors

505 N. Main Street
 Bloomington, IL 61701
 Phone: (309) 829-2552
 Fax: (309) 827-6861

222 E. Center Street
 LeRoy, IL 61752
 Phone: (309) 962-8151
 Fax: (309) 962-7503

155 S. Elm Street
 El Paso, IL 61738
 Phone: (309) 527-2552
 Fax: (309) 527-3230

Project No. 4700.00

Date March 8, 2007

Secured By DPB

CLIENT INFORMATION

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	RR-1, Box 85 102 S Towanda Barnes Rd.	FAX NUMBER	662-8038
	Bloomington, IL 61704		
AGENT FOR CLIENT	John E. Mitchell, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

PROJECT DATA

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client.
ANTICIPATED COMPLETION DATE	

INVOICING INFORMATION

Fee Basis	*Current Schedule of Hourly Rates and Expenses attached	\$ _____	not to exceed limit
<input checked="" type="checkbox"/>	Hourly Rates and Expenses in effect at time services are performed		estimate
	Lump Sum \$ _____	including expenses	plus expenses
	Other: _____		
Invoices to be submitted:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Upon Completion	<input type="checkbox"/> Other
Special Instruction/Information	Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.		

Conditions: The Standard Provisions set forth on page 2 hereof and any written attachments of amendment to project scope are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

AUTHORIZATION

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY: David P. Brown	DATE 03/08/2007	BY: Michael F. Sweeney, Chmn., McLean Co. Board	DATE
(Signature)		(Signature)	

**PROJECT AGREEMENT
TERMS AND CONDITIONS**

RECEIVED

MAR 22 2007

MCLEAN CO. HIGHWAY DEPT.

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering services are a part of this agreement for our services:

AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 1/2% per month will be added to the Client's account. This is an annual rate of 18%.

LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgement entered in any proceeding brought by the Engineer, or his firm, against the client.

LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of Standard Hourly Rates plus reimbursable expenses, plus reasonable termination costs.

REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-6861

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LeRoy, Illinois 61752
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El Paso, Illinois 61738
Phone: (309) 527-2552
Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND
RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2007

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Chief Engineer	\$130.00
Project Manager	\$120.00
Project Engineer	\$105.00
Senior Design Engineer	\$ 90.00
Design Engineer	\$ 75.00
Professional Land Surveyor	\$105.00
Senior Engineering Technician	\$ 80.00
Engineering Technician	\$ 60.00
Clerical	\$ 50.00
Geologist	\$100.00
Surveyor	\$ 80.00
Party Chief	\$ 70.00
Instrument Man	\$ 55.00
Rodman	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.48/mile
CADD	15.00/hour
GPS Equipment - (2-hour minimum)	150.00/hour

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini and Renwick, Inc.
Township:	Address: 3085 Stevenson Drive
Section: 07-00045-03-BR	City: Springfield
	State: Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name CH 36 Length 0.10 mile

Structure No. 057-3204

Location SW 1/4, Sec. 23, T23N, R5E, 3rd P.M., 2 miles southeast of Arrowsmith: 3440E, 1000N

Description: Bridge Replacement

DEFINITION

DEPARTMENT McLean County Highway Department

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() 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.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
 - k.(X) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
PER SECTION	
Under \$50,000	10.00 (see note)
First 50,000	10.00%
Next 50,000	7.75%
Next 100,000	6.50%
Next 200,000	5.60%
Next 200,000	5.20%
Next 450,000	5.10%

2. To pay for all services stipulated under paragraph 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$148.00
Engineer Specialist	143.00
Engineer 9	141.00
Engineer 8	129.50
Engineer 7	117.00
Engineer 6	105.50
Engineer 5	95.00
Engineer 4	90.50
Engineer 3	83.50
Engineer 2	80.00
Engineer 1	75.00
Technician 7	93.00
Technician 6	85.00
Technician 5	74.50
Technician 4	65.00
Technician 3	57.00
Technician 2	51.50
Technician 1	45.00
Clerical 2	67.50
Clerical 1	47.50
Accountant	66.50

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his 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, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By _____
County Clerk

By _____

(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Steven W. Ferguson
Civil Engineering Manager

By Michael M. Berry
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules

and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the 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 the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five 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.

1. Publishing a statement:

- a. 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.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) 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.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. 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.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

36-2555986
Requisition/Contract/Grant
ID Number

Michael G. Berry
Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

3/23/07
Date

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini & Renwick, Inc
Township:	Address: 3084 Stevenson Drive Suite 201
Section: Timber Pile Bridge Inspection	City: Springfield
	State: Illinois, 62703

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the inspection and evaluation of timber pile supported bridges designated by the County.

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a. To inspect the timber pile supported structures as designated by the County on the Township or County Highway System in accordance with the requirements of the State of Illinois, Department of Transportation.
 - b. That this project will include the inspection of approximately 17 structures:
County: 057-4604, 057-4918
Township: 057-3305 057-3506 057-3901 057-4210 057-4301
 057-4510 057-4602 057-4800 057-4809 057-5022
 057-5012 057-5018 057-5020
Township under 20 ft: 057-22-14 057-24-06
 - c. To field inspect and update a complete Bridge Inspection Report from BM-BIR-1 for each structure.
 - d. To review and revise, as necessary, IDOT-ISIS Inventory Turnaround Reports forms RIS-R104 & R105 for each structure. This work to be completed and submitted to I.D.O.T.
 - e. To photograph structures, bridge approaches, deteriorations and stream channels for structures which show a marked change in condition since the last field inspection.
 - f. To calculate safe load ratings for structures which show a marked change in condition since the last rating and submit a Bridge Summary Report to IDOT.
 - g. To provide maintenance or repair recommendations for appropriate structures.
 - h. To attend conferences to be held at the request of the County and visit the site of the work at any reasonable time when requested to do so by the County or representatives of the State of Illinois, Department of Transportation.

2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the Engineer as compensation for all services rendered in accordance with this agreement, a sum of money amounting to \$450.00 per each structure inspected with the total contract amount not to exceed \$7,650.
2. That payment due the Engineer for services rendered in accordance with this agreement will be made as soon as practical after the services have been performed.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his 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, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 1 of THE LA AGREES.
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting by and through its County Board

ATTEST:

By _____
County Clerk

By _____

(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Stevenson W. Mcginnis
Civil Engineering Manager

By Michael M. Berry
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
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Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

36-2555986
Requisition/Contract/Grant
ID Number

Michael G. Berry
Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

3/23/07
Date

Date

BRIDGE CONSTRUCTION PETITION

Sec. 2007 Empire/Dawson Joint Culvert

TO: McLean County Board
Care of County Clerk
115 E. Washington Street, Room 102
Bloomington, Illinois 61701

2007 Empire/Dawson Joint Culvert Drainage Structure, located on 800N Rd at 2655E in Empire/Dawson Road Districts.

Ladies and Gentlemen:

Empire/Dawson Road Districts, McLean County, Illinois request that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure located on the North line of the NE ¼ of Section 4, T 22 N, R 4E of the 3rd P.M., on the Empire/Dawson Township Line.

That of the funds appropriated at the November 2006 meeting of the McLean County Board Twelve Thousand Five Hundred Dollars (\$12,500.00) be used as the County's share of the cost of this structure.

Empire/Dawson Road District certify that they have levied the maximum on their Road and Bridge Fund the last two years.

Empire/Dawson Road District further state that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$25,000.00 and the present structure is inadequate.

Empire/Dawson Road District further certify that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Dean Beube
Highway Commissioner

Respectfully submitted.

Empire Road District
Timothy A. Bone
Highway Commissioner

Approved *Joe Pugh*
County Engineer, McLean County, IL

Dawson Road District

Date: 3-28-07

ATTEST

Mr. Michael F. Sweeney, Board Chairman

Date: _____

Peggy Ann Milton, County Clerk