


**TRANSPORTATION COMMITTEE AGENDA**  
**McLean County Government Center**  
**115 E Washington St – Rm 404, Bloomington, IL**  
**Tuesday, December 1, 2009**  
**8:00 AM**

1. **Roll Call**
2. **Approval of Minutes from November 3, 2009 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. Local Agency (LA) Agreement Federal Participation  
Sec 01-00001-01-BT – Route 66 Bike Trail  
Shirley to Fox Creek Rd 1 – 9
  - B. Resolution – No Parking – CH 53 (West St) Village of Danvers 10
  - C. Agreement – Storm Water Education Program Services  
*City of Bloomington, Town of Normal, McLean County,  
Bloomington / Normal Water Reclamation District & Ecology  
Action Center* 11 – 17
  - D. Engineering Agreement – Scour Evaluations & Plans-of-Action  
*Hampton, Lenzini & Renwick, Inc (HLR)* 18 – 27
  - E. *Executive Session* – Personnel Matters 28 – 29
    1. 2010 County Engineer MFT Appropriating Resolution
6. **Items to be Presented for Information**
  - A. Project Summary 30
    1. Towanda Overpass – Sec 05-00071-04-RS
  - B. Motor Fuel Tax (MFT) Revenue 31
  - C. Other
  - D. Transportation Committee will meet next on Tuesday, January 5, 2010  
In Room 404 of the Government Center
7. **Adjournment**

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 01-00001-01-BT	Fund Type ARE	ITEP Number 502201		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-301-10	ARA-00D5(090)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Route 66 Bike Trail Route \_\_\_\_\_ Length 3.73 miles  
Termini Shirley to Fox Creek Road

Current Jurisdiction McLean County Existing Structure No \_\_\_\_\_

**Project Description**

Construction of bike trail

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,440,000	( * )		( ** )	360,000	( Bal )	1,800,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
<b>TOTAL</b>	<b>\$ 1,440,000</b>		<b>\$</b>		<b>\$ 360,000</b>		<b>\$ 1,800,000</b>

\*100% = (80% Fed. ARE funds NTE \$1,304,404 + 20% Fed. FFM NTE \$135,596)

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) 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 department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in 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.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

*Number 1 Location Map      Addendum 2*

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
County Board Chairperson/Mayor/Village President/etc.  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_  
 TIN Number \_\_\_\_\_

**APPROVED**

State of Illinois  
 Department of Transportation

Gary Hannig, Secretary of Transportation Date

By: \_\_\_\_\_  
(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
MCLEAN COUNTY  
AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

This Agreement is entered into by and between McLean County *local highway authority*), a public body, corporate and politic of the State of Illinois with principal offices at 102 South Towanda Barnes Road, Bloomington, Illinois, hereinafter "Local Highway Authority," and the Illinois Department of Transportation a public body, corporate and politic of the State of Illinois, with principal offices at Springfield, Illinois, hereinafter "Department."

WHEREAS, the General Assembly has found there is an urgent need for safe bikeways for the use of both children and adults for transportation, healthy exercise and recreation (605 ILCS 30/1 et seq.);

WHEREAS, the Local Highway Authority has a desire to provide for bikeways;

WHEREAS, the Department is willing to provide suitable access to Department highway right of way for the purpose of the Local Highway Authority's construction and maintenance of bikeways upon the Department's highway right of way;

WHEREAS, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of their responsibilities by contract and other agreements (5 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the above name parties do hereby enter into this Agreement as follows:

**1. LOCAL HIGHWAY AUTHORITY RESPONSIBILITIES**

The Local Highway Authority will construct and maintain bikeway(s) on the Department's right of way, more fully described in the attached Exhibit A, and as approved by the Department. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for all aspects of the proposed bikeway(s). The Local Highway Authority shall be responsible for all costs associated with the bikeway including but not limited to associated drainage work, engineering, construction, insurance and maintenance of the bikeway.

To ensure the safety of the motoring public the Local Highway Authority shall maintain the existing access of the adjoining properties to all state and local roads.

The Local Highway Authority shall maintain, inspect and replace, if necessary, any bridges, pavement, or structures located on the right of way necessary for the construction of the bikeway. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for the maintenance and replacement of any structures and/or bridges.

**2. DEPARTMENT RESPONSIBILITIES**

The Department will cooperate with the Local Highway Authority in the identification of appropriate right of way for the use of bikeways. The Department will assist the Local Highway Authority with application and approval of the proposed bikeway(s).

**3. COMPENSATION**

Neither the Department nor the Local Highway Authority will receive any compensation from the other for the access to the Department's highway right of way.

#### 4. INSURANCE

Both parties to this Agreement are self-insured as it regards liabilities that may arise out of the performance of this Agreement. If the Local Highway Authority is no longer self insured the Local Highway Authority shall notify the Department and shall maintain minimum insurance of \$2,000,000.00

During the construction and maintenance of the bikeway the Local Highway Authority, its contractors and subcontractors shall obtain and keep in force all required insurance coverages as provided by insurance companies acceptable to the Department as required by the Standard Specifications for Road and Bridge Construction Article 107.27(as amended).

#### 5. INDEMNIFICATION

The Local Highway Authority agrees to hold harmless and indemnify the Department and its officials, employees, assign, agents, contractors, subcontractors and volunteers, from any and all losses, expenses, damages (including loss of use), suits, demands and claims of any kind, known or unknown, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the bikeway's presence on the Department's right of way, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Department and its officials, employees and agents in connection therewith.

The Local Highway Authority agrees to hold harmless the Department, its employees, assigns, agents, contractors, and subcontractors from any claims, losses, damages, and injuries caused by the maintenance of or improvements to the Department's highway facilities located on or adjacent to the Local Highway Authority's bikeway except for willful neglect or failure to restore in accordance with Section 9. M. of this agreement..

#### 6. TERM

This Agreement shall become effective on execution by the parties.

#### 7. TERMINATION

- A. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.
- B. The Local Highway Authority shall at its expense remove all improvements and structures to the Department's right of way within thirty (30) days of the date of termination of this Agreement.
- C. Should the Department determine that any portion of the highway right of way is required for highway operating purposes the Local Highway Authority shall vacate that portion of the right of way within thirty (30) days of receipt of notice to vacate.

#### 8. NOTICES

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight carrier service to the persons listed below. A notice shall be deemed to have been given when received by the Department at: Illinois Department of Transportation, Deputy Director of Highways, Joseph E. Crowe, 13473 IL Hwy 133 West, Paris, Illinois 61944 and 102 South Towanda Barnes Road, Bloomington, Illinois 61705 or to such other address or addresses as wither party may from time to time designate to the other by written notice.

#### 9. General Provisions

- A. The Local Highway Authority agrees to comply with all applicable federal and State nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Local Highway Authority and the Department shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, handicap unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.

- B. The Local Highway Authority agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority.
- C. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other.
- D. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- E. Information provided by either party to the other shall be treated as confidential, to the extent permitted by law.
- F. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- G. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

All commitments by the Local Highway Authority under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the Local Highway Authority.

- H. In the event of any litigation arising in connection with this Agreement, the Local Highway Authority and the Department agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- I. This Agreement may not be assigned by either party without the prior written consent of the other party.
- J. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Department or the Local Highway Authority unless reduced to writing and duly executed by both parties.
- K. The Local Highway Authority accepts the Department's right of way "as is". The Department makes no warranties as to the condition and suitability of the right of way.
- L. The Local Highway Authority shall not enter into any leases, utility agreements, or issue any permits or otherwise allow the installation or construction of utilities upon or under the right of way without express written permission of the Department.
- M. The Department reserves the right to enter upon, view, inspect, and interrupt the bikeways activities within, the Local Highway Authority's bikeways area for the purposes of making highway improvement and highway maintenance. The Department shall give the Local Highway Authority one (1) day notice of the Department's intent to enter upon the area except when necessary in cases of an emergency. Upon completion of any work in the Local Highway Authority's area the Department, at its expense, shall be responsible for restoring the area to a condition similar to or equal to that existing before the commencement of the work.



N. This Agreement shall provide the Local Highway Authority with a permitted use for the Local Highway Authority to operate a bikeway over the Department's right of way and shall not act as a transfer of the Department's interest in the right of way.

**Approval and Effective Date**

This agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

**Local Highway Authority**

**Illinois Department of Transportation**

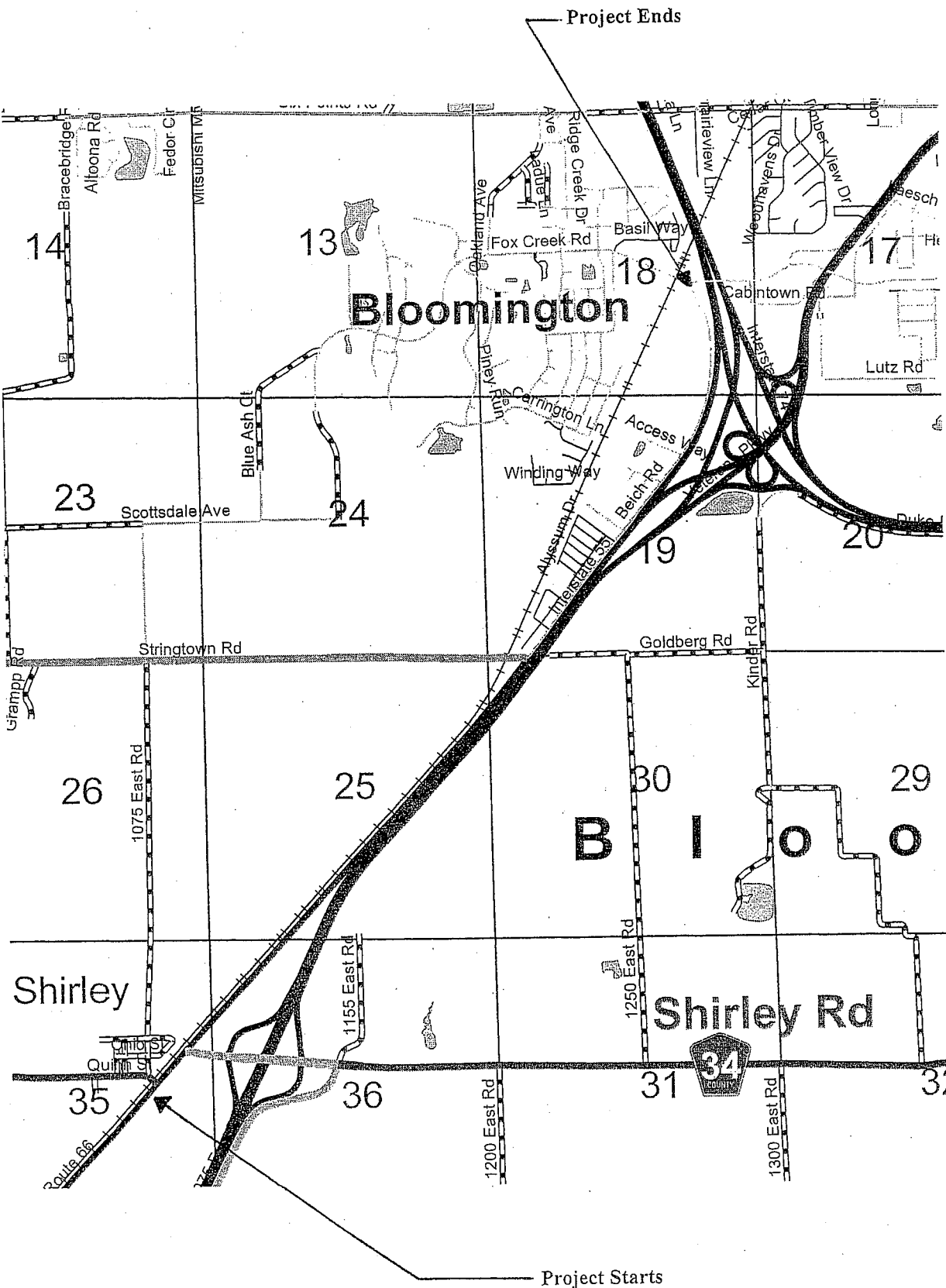
By: \_\_\_\_\_

By: \_\_\_\_\_  
Regional  
Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Location Map  
McLean County Section  
01-00001-01-BT  
Historic Route 66 Bike Trail



**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY FOR THE  
ESTABLISHMENT OF A NO PARKING ZONE ALONG COUNTY HIGHWAY 53  
(DANVERS-CARLOCK ROAD) IN THE VILLAGE OF DANVERS**

WHEREAS, the Transportation Committee has determined that vehicles stopping, standing, or parking on the County Highway described below, could create a traffic hazard; and

WHEREAS, the Transportation Committee has determined that a restriction of parking as allowed by Section 5/11-208 of the Illinois Vehicle Code be established on the County Highway described below; and

WHEREAS, the County Engineer has caused to be made an engineering and traffic investigation upon the County Highway described below; and

WHEREAS, by virtue of Section 5/11-208 of the above code, this Board determined and declares reasonable and proper parking restrictions upon the County Highway described below:

NOW THEREFORE, BE IT RESOLVED by the County Board of McLean County, Illinois that:

1. All parking will be prohibited on County Highway 53, West Street in the Village of Danvers, from North Street to Winslow Avenue on the east side of the road, and from North Street to 300 feet north of Winslow Avenue on the west side of the road, said road is under the jurisdiction of McLean County.
2. Any person, firm, or corporation violating the provisions of this resolution shall be fined Twenty-Five Dollars (\$25.00) for each offense. Each day a violation continues shall constitute a separate punishable offense.

This Resolution shall be in full force and effect upon its passage and approval and immediately after erection of signs giving notice. Said signs shall be erected in conformance with the standards and specifications contained in the Manual on Uniform Traffic Control Devices for Streets and Highways.

\_\_\_\_\_  
Matt Sorensen, Chairman McLean County Board

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 December 15, 2009.

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 15<sup>th</sup> day of December A.D., 2009.

[SEAL]

\_\_\_\_\_  
Peggy Ann Milton, McLean County Clerk

## AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1<sup>st</sup> day of February, 2010, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as "City", "Town", "County", and "BNWRD") and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

### A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the "Program" to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

### B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2010 and ending on January 31, 2013. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

### C. Services

#### 1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

#### 2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$10,000.00 each shall be made by the City and the Town by March 1<sup>st</sup>, pending receipt of an invoice from the Center by February 15<sup>th</sup>. Beginning February 1, 2011, such annual payment shall be adjusted on February 1<sup>st</sup> of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$2000.00 each shall be made by the County and BNWRD by March 1<sup>st</sup>, pending receipt of an invoice from the Center by February 15<sup>th</sup>. Beginning February 1, 2011, such annual payment shall be adjusted on February 1<sup>st</sup> of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

\_\_\_\_\_  
City of Bloomington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Normal

\_\_\_\_\_  
Date

McLean County

Date

Bloomington-Normal Water Reclamation District

Date

*Nancy Armstrong*

11-19-2009

EAC Board President

Date

## APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
  - a. Ongoing program evaluation
  - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
  - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
  - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
  - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
  - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
  - g. Expand clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
  - h. Conduct multimedia stormwater educational campaign
  - i. Create and maintain McLean County Watersheds Forum website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water
2. Provide for the administration of the program to include:
  - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
  - b. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
  - c. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
  - d. Invoices for services performed in accordance with item "D" of this agreement.

## Exhibit 1

### Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in



the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: Nancy Armstrong, President

Date: 11-19-2009

Program Budget

ITEM	cost	quantity	subtotal
<b>Clean Water School program</b>			<b>\$ 3,780.00</b>
Staff time in classroom	60	33	\$ 1,980.00
administration			\$ 300.00
Travel to schools			\$ 300.00
Program supplies			\$ 300.00
Printing			\$ 200.00
Cups for sending message home			\$ 700.00
<b>Yard Smart Program</b>			<b>\$ 4,000.00</b>
Workshops	150	3	\$ 450.00
Rain Barrel Workshops	150	9	\$ 1,350.00
Yard Walk			\$ 300.00
Administration			\$ 500.00
Promotion			\$ 500.00
Printing			\$ 300.00
Supplies			\$ 600.00
<b>Lake Smart Program and rural education efforts</b>			<b>\$ 3,900.00</b>
staff time			\$ 1,600.00
printing			\$ 400.00
postage			\$ 500.00
signage for rural stormwater ditches			\$ 400.00
Demonstration Rain Garden			\$ 1,000.00
<b>Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.</b>			<b>\$ 4,345.00</b>
Staff time for organization of groups			\$ 2,200.00
Travel			\$ 200.00
Stencils			\$ 800.00
Supplies for stenciling			\$ 450.00
Volunteer supplies (trash bags, rewards, drinks, etc)			\$ 300.00
T-shirts (clean water ambassadors)			\$ 395.00
Presentations to community groups, displays at public events	125	15	\$ 1,875.00
Multimedia campaign, newsletters, displays			\$ 4,100.00
McLean County Watershed Forum website			\$ 2,000.00
<b>TOTAL</b>			<b>\$ 24,000.00</b>

**RECEIVED**

NOV 18 2009

MCLEAN CO. HIGHWAY DEPT.

**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:	Scour Evaluations & Plans-of-Action	City:	Springfield
		State:	Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 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 \_\_\_\_\_ Length \_\_\_\_\_

Structure No. 057-5024, 057-5208, 057-5212, 057-5213, 057-5415

Location Various County and Township structures

Description: Bridge Scour Evaluations, Countermeasure Recommendations and Plans-of-Action

**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 stream and flood plain hydraulic surveys, gather high water data and record flood histories for the preparation of detailed hydraulic model for bridge scour calculations.
  - b.( X ) Develop Scour Evaluation, including calculated scour depths and structural stability calculations for each structure.
  - c.( X ) Develop recommendations and details for scour countermeasures at each structure.
  - d.( X ) Review and update the Bridge Scour Critical Coding Report for each structure
  - e.( X ) Prepare Plan-of-Action for all necessary structures that countermeasures cannot be installed.
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/ reports are found to be in error during the construction of the SECTION and revisions of the plans / reports 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 for all services stipulated under paragraph 1a, 1b, 1c, 1d and 1e 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 1a. 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.

The upper limit of compensation for the services described herein shall be \$21,500.00.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$161.00
Engineer Specialist	160.00
Engineer 9	153.00
Engineer 8	144.00
Engineer 7	131.00
Engineer 6	118.00
Engineer 5	105.00
Engineer 4	100.50
Engineer 3	94.50
Engineer 2	89.50
Engineer 1	78.50
Technician 7	102.50
Technician 6	94.00
Technician 5	84.00
Technician 4	71.50
Technician 3	63.50
Technician 2	57.00
Technician 1	48.50
Clerical 2	74.00
Clerical 1	51.00
Accountant	77.50

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.

2. 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.
3. 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 1e, 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 1 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.
4. 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 1 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

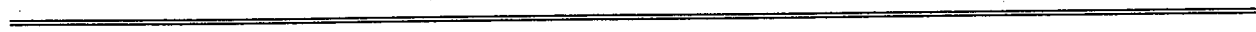
ATTEST:

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. Mugginson  
Vice President

By Michael G. 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

Steven W. Meqqinson  
Signature of Authorized Representative

Steven W. Meqqinson, Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

11/24/2009  
Date

**McLean County Scour Evaluation/Plans-of-Action**

**1. ADMINISTRATION/MANAGEMENT**

- 1.1. Review Meetings incl travel time: 1 County IDOT  
2 mtgs
- 1.2. Subconsultant Coordination  
2 mtgs
- 1.3. Management (Supervision of Plan Preparation)
- 1.4. Monthly Reports 12 months (Invoicing/PM)

TOTAL	Task code	E3	E5	M	T3	C2
0	CC					
0	CC					
0	CC					
0	CC					
2	CC	2				
2	PA	2				2
2	PC					
<b>6</b>		<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>

**Total Administration/Management**

**4. Field Survey**

- 4.2. Field & Land Survey
- 4.2.1 Survey Control
- 4.2.4 Hydraulic & Stream
- 4.2.8 Reduce Field Data
- 4.2.9 Addtl Pickup Survey/ Layout
- 4.2.10 Create DTM

0						
0						
4	SCON			4		
60	SSS			60		
3	SD			3		
0	STP					
12	PLT			12		
0						
<b>79</b>		<b>0</b>	<b>0</b>	<b>79</b>	<b>0</b>	<b>0</b>

**Total Survey**

**9. Scour Evaluation / Plan of Action**

- 9.1 Obtain Streamstats, field review, coord data
- 9.2 Create Existing Condition Model
- 9.3 Calculate Scour Depths
- 9.4 Plot Exhibits / Scour Profile
- 9.5 Evaluate Structural Capacity
- 9.6 Develop Scour Countermeasures
- 9.7 Create Plans-of-Action
- 9.8
- 9.9
- 9.10 Drafting Exhibits
- 9.11 Typing & Printing

0						
0						
0						
22	DE		12	10		
25	DE		25			
12	DE		12			
40	DR			20	20	
0						
28	DE		28			
0						
10	DE		10			
0						
20	DE		20			
0	DE					
0	C					
0	DR					8
8	PC					
0						
<b>165</b>		<b>0</b>	<b>107</b>	<b>30</b>	<b>20</b>	<b>8</b>

**Total Scour Evaluation/POA**

**Sub-Total HLR Project**

260		4	107	109	20	10
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