

TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center
115 E Washington St – Rm 404, Bloomington, IL
Tuesday, March 3, 2009
8:00 AM

1. **Roll Call**
2. **Approval of Minutes from February 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. Sec 96-00306-00-SP
White Oak Rd & Martin Luther King Jr Dr Intersection
 1. MFT Resolution 1
 2. Matching Tax Resolution 2
 - B. Timber Bridge Engineering Agreement
Hampton Lenzini & Renwick, Inc (HLR) 3 – 10
 - C. White Oak Launch Safety Grant Application 11 – 13
6. **Items to be Presented for Information**
 - A. Project Summary
 1. Combined Sections - Henning Bridge (Sec 05-00130-12-BR)
& Spady Bridge (Sec 05-00130-11-BR) 14
 2. Colfax / Weston Road – Sec 05-00130-14-RS 15
 3. Kath Bridge – Sec 03-00148-05-BR 16
 - B. East Side Highway Study – *Update*
 - C. Fund 0120 Line Item 0750-0001 – Question 17
 - D. Stimulus
 - E. Other
7. **Adjournment**



White Oak Road (96-00306-00-SP) - MFT

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 70, beginning at a point 803.5 feet North of the intersection with Martin Luther King Jr. Drive

and extending along said route(s) in a(n) Southerly direction to a point 905.5 feet South of the intersection with Martin Luther King Jr. Drive

, a distance of approximately 1,709 feet (0.324 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the construction of larger turning radii and the installation of traffic signals (Describe in general terms)

and shall be designated as Section 96-00306-00-SP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and (Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Forty-four thousand one hundred dollars, (\$44,100.00)

from the County's allotment of Motor Fuel Tax Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen, Chairman - McLean County Board

Table with 2 columns: Department of Transportation (Approved, Date, Regional Engineer)

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, 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 regular meeting held at Bloomington, IL

on March 17, 2009 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 17th day of March A.D. 2009 (SEAL) County Clerk



White Oak Road (96-00306-00-SP) – Matching

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 70, beginning at a point 803.5 feet North of the intersection with Martin Luther King Jr. Drive

and extending along said route(s) in a(n) Southerly direction to a point 905.5 feet South of the intersection with Martin Luther King Jr. Drive

, a distance of approximately 1,709 feet (0.324 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the construction of larger turning radii and the installation of traffic signals (Describe in general terms)

and shall be designated as Section 96-00306-00-SP and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and (Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Forty-four thousand one hundred dollars, (\$44,100.00)

from the County's Matching Tax levy for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Matt Sorensen, Chairman – McLean County Board

Table with 2 columns: Department of Transportation (Approved, Date, Regional Engineer)

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, 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 regular meeting held at Bloomington, IL on March 17, 2009

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this 17th day of March A.D. 2009 (SEAL) County Clerk

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: 2009 Timber Pile Bridge Inspection	City: Springfield
	State: Illinois 62703

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 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: 057-4918
Township: 057-3305 057-3506 057-3901 057-4210 057-4301
 057-4510 057-4606 057-4800 057-4809 057-5022
 057-5012 057-5018
Township under 20 ft: 057-2214
 - 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 \$510.00 per each structure inspected with the total contract amount not to exceed \$7,140.00.
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)

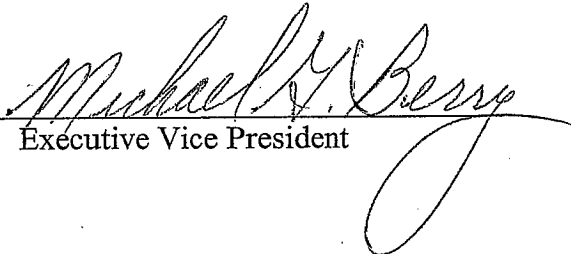
Title: Chairman, County Board

Executed by the ENGINEER:

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

ATTEST:

By  _____
Vice President

By  _____
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

2/17/09
Date



HIGHWAY DEPARTMENT
Eric S. Schmitt, County Engineer
Jerry Stokes, Assistant County Engineer
102 S. Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 FAX (309) 662-8038
highway@mcleancountyil.gov

February 27, 2009

Illinois Department of Transportation
Division of Highways / Region 3 / District 5
Mr. Joseph E. Crowe
Attn: Darla Latham
13473 IL Highway 133
P.O. Box 610
Paris, IL 61944

RE: 2010 Comprehensive Highway Safety Plan
McLean County
C.H. 39 Ropp Road at Evergreen Lake

Dear Ms. Latham:

Evergreen Lake was built in the early 1970's on the northwest side of McLean County. C.H. 39 was a due north-south road that intersected C.H. 8 before the lake was built. Once the lake was built, C.H. 39 was terminated approximately one quarter mile before C.H. 8 at the lake. In the late 1970's, a boat ramp was constructed to provide access to the lake and C.H. 39 was reconstructed as a bituminous road to the boat ramp.

This project is a good candidate to receive federal funding to reduce fatalities because it affects the two highest Illinois Comprehensive Highway Safety Plan's areas of emphasis of 1) alcohol and other impaired driving and 2) driver behavior and awareness. The fatalities and injuries that have occurred at this location have involved drivers that were impaired and unfamiliar with the road ending in the lake.

There have been numerous safety measures taken to warn drivers of the roadway ending such as speed reduction zones, rumble strips, double stop signs and other warning signs. These safety improvements were in place at the time of the accidents used in this study.

A Roadway Safety Assessment (RSA) was conducted on January 7, 2009 and January 8, 2009 by members from the Illinois Department of Transportation, Federal Highway Administration, and Illinois State Police to provide observations and identify other safety measures that could be implemented to prevent vehicles from entering the lake. The main observation from the RSA was that there was no warning to the motorists that the roadway was ending at Evergreen Lake or a park setting was being entered.

A proposed countermeasure included in the safety plan is to install warning signs well advance of Evergreen Lake. The warning signs will be placed at the intersection of C.H. 8 and C.H. 39 which is approximately ¾ of mile south of the hazard. Additional signs will also be added approximately halfway from the intersection to the hazard to notify drivers that a park area is being entered.

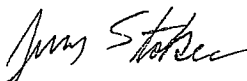
Another countermeasure is to realign the roadway segment by providing an offset intersection approximately 1000 feet from the lake which would help reduce the crashes at the boat ramp. The drivers will be forced to stop, make a left hand turn and then a right turn before connecting back into the existing road. This improvement would allow for a deliberate change of the roadway alignment and force drivers to execute driving maneuvers to break up the monotony of a 55 mph straight road.

Additional lighting would also be installed at the new intersection where new stop signs will be placed.

The approximate total cost of the project would be \$200,000 that includes work to be contracted, work performed by the McLean County Highway Department's day labor and the engineering associated with the design and construction of the project.

Alcohol, illegal substances and unaware drivers played a major factor in contributing to the accidents at this location. This project would be a good candidate for federal funding to eliminate fatal crashes by providing warning signs to notify the drivers of the road ending at the lake and that a park setting is being entered. Also, realigning the roadway segment would allow the motorists to make a driving maneuver before entering the park/lake area.

Sincerely,



Jerry Stokes, PE
Assistant County Engineer
McLean County Highway Department

