

TRANSPORTATION COMMITTEE AGENDA
Room 404, Government Center
115 E. Washington Street, Bloomington, IL
Tuesday, May 3, 2005
8:00 a.m.

Roll Call

Approval of Minutes from April 5, 2005 Meeting

Recommend Payment of Bills to County Board

Appearance by Members of the Public and County Employees

Items to be Presented for Action

- | | | |
|----|--|--------|
| A. | Letting Results from April 25, 2005 County and Township Projects | 1 – 4 |
| B. | Danvers / Carlock Road – Sec 03-00148-02-AS | |
| | 1. Appraisal Agreement | 5 |
| | 2. 80,000 Pound Memo | 6 |
| C. | Holder Bridge & Culvert Engineering Agreement | 7 – 16 |
| D. | Ireland Grove Road from Towanda Barnes Road to 2100 East And East Lake Development | |
| E. | 2005 Lexington Bridge Repair Petition | 17 |
| F. | 2005 Money Creek Bridge Repair Petition | 18 |
| G. | 2005 Money Creek Joint Culvert Petition | 19 |

Items to be Presented for Information

- | | | |
|----|-------------------------|--|
| A. | Road Work Status | |
| | 1. No Construction Work | |
| B. | | |

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 May 3, 2005, for a letting held on April 25, 2005 for McLean County and various Road District Projects, and,

WHEREAS, the Transportation Committee duly approved the bids on May 3, 2005, now, therefore,

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

2005 MFT MAINTENANCE SECTIONS:

Empire Road District Sec. 05-16000-00-GM.....GR4 Stone

The successful bidders on the above section are:

Valley View Industries, Cornell, Illinois@ \$6,000.00

Prairie Materials, Inc., Pontiac, Illinois@ \$5,800.00

Empire Road District Sec. 05-16000-00-GM.....GR4 Gravel

The successful bidder on the above section is:

Rowe Construction Co., Bloomington, Illinois@ \$3,100.00

2005 TBP CONSTRUCTION SECTION:

HJ Eppel, Pontiac, Illinois was the successful bidder on the following section:

West Road District..... Sec. 00-29130-00-BR@ \$166,230.45

2005 Non-MFT MAINTENANCE SECTION:

Stark Excavating, Inc., Bloomington, Illinois, was the successful bidder on the following section:

McLean County Sec. 2005 Bridge Deck Repair@ \$87,750.00

2005 Non-MFT CONSTRUCTION SECTION:

HJ Eppel, Pontiac, Illinois was the successful bidder on the following section:

Old Town Road District Sec. 2005 Joint Culvert.....@ \$85,691.22

McLEAN COUNTY HIGHWAY DEPARTMENT
APRIL 25, 2005

OLD TOWN RD
SEC. 2005 JOINT CULVERT
NON-M/T GRAF CULVERT

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	HIEPPEL BID BOND	STARK BID BOND	ROWE BID BOND	McCANN CONCRETE	OTTO BAUM BID BOND
Porous Granular Embankment	225	Ton	\$33.00	\$7,425.00	\$3,822.00	\$20.00	\$4,500.00	\$0.00	\$21.00
Porous Gran Embank Special A (6')	25	Ton	\$40.00	\$1,000.00	\$450.00	\$29.00	\$30.74	\$0.00	\$21.00
Porous Gran Embank Special B (12')	45	Ton	\$40.00	\$1,800.00	\$787.50	\$30.00	\$41.31	\$0.00	\$46.00
Biall Structural Geogrid	78	Sq Yd	\$4.00	\$312.00	\$824.00	\$19.00	\$23.62	\$0.00	\$5.00
Removal of Existing Structures	1	Each	\$2,000.00	\$2,000.00	\$1,000.00	\$8,990.00	\$6,154.01	\$0.00	\$3,900.00
Reinforcement Bars	13,584	Pound	\$1.25	\$16,985.00	\$13,282.72	\$0.90	\$12,207.80	\$0.00	\$1.00
Concrete Box Culverts	76.7	Cu Yd	\$700.00	\$53,690.00	\$50,622.00	\$762.00	\$58,445.40	\$0.00	\$691.00
Aggregate Base Course, Type B	740	Ton	\$25.00	\$18,500.00	\$11,840.00	\$18.00	\$13,320.00	\$0.00	\$18.25
S.P.B.G.R. Ty A Attached	25	Foot	\$120.00	\$3,000.00	\$3,250.00	\$140.00	\$3,500.00	\$0.00	\$270.00
				\$104,692.00	\$65,691.22	\$104,480.00	\$118,824.67	\$0.00	\$98,428.70
					-18,146	-0.19%	13.81%	-100.00%	-5.97%

J.G. STEWART

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Porous Granular Embankment	225	Ton	\$0.00	\$0.00
Porous Gran Embank Special A (6')	25	Ton	\$0.00	\$0.00
Porous Gran Embank Special B (12')	45	Ton	\$0.00	\$0.00
Biall Structural Geogrid	78	Sq Yd	\$0.00	\$0.00
Removal of Existing Structures	1	Each	\$0.00	\$0.00
Reinforcement Bars	13,584	Pound	\$0.00	\$0.00
Concrete Box Culverts	76.7	Cu Yd	\$0.00	\$0.00
Aggregate Base Course, Type B	740	Ton	\$0.00	\$0.00
S.P.B.G.R. Ty A Attached	25	Foot	\$0.00	\$0.00
				\$0.00
				-100.00%

J.L. BOWEN

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Porous Granular Embankment	225	Ton	\$0.00	\$0.00
Porous Gran Embank Special A (6')	25	Ton	\$0.00	\$0.00
Porous Gran Embank Special B (12')	45	Ton	\$0.00	\$0.00
Biall Structural Geogrid	78	Sq Yd	\$0.00	\$0.00
Removal of Existing Structures	1	Each	\$0.00	\$0.00
Reinforcement Bars	13,584	Pound	\$0.00	\$0.00
Concrete Box Culverts	76.7	Cu Yd	\$0.00	\$0.00
Aggregate Base Course, Type B	740	Ton	\$0.00	\$0.00
S.P.B.G.R. Ty A Attached	25	Foot	\$0.00	\$0.00
				\$0.00
				-100.00%

ENGINEERS ESTIMATE

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Bluntious Materials (PG 46-28)	15,000	Gal	\$1.25	\$18,750.00
Seal Coat (Mg) (CA-176)	350	Ton	\$24.25	\$8,487.50
Cover Coat Agg (CA-14)	275	Ton	\$26.00	\$7,150.00
				\$34,387.50

BENJACH BID CHECK

ITEM	UNIT PRICE	TOTAL
	\$1.21	\$18,150.00
	\$24.25	\$8,637.50
	\$26.50	\$7,287.50
		\$34,275.00
		-0.33%

STEFFENS & D BID CHECK

ITEM	UNIT PRICE	TOTAL
	\$1.15	\$17,250.00
	\$23.50	\$8,225.00
	\$22.50	\$6,187.50
		\$31,662.50
		-7.92%

POWE BID BOND

ITEM	UNIT PRICE	TOTAL
	\$1.22	\$18,300.00
	\$27.95	\$9,782.50
	\$35.00	\$9,625.00
		\$37,707.50
		9.65%

Contract for Appraisal Services

This contract is between Richard Castelli of 1014 N 2803 Road, Utica, Illinois and the McLean County Highway Department.

By execution of this contract by both parties they agree to the terms as set forth.

The McLean County Highway Department has requested the Appraisal Services of Richard Castelli to perform appraisals for County Highway #53 (Danvers-Carloch Road) Section 03-00148-02-AS. The appraisals are identified as follows:

29 Waiver of Appraisals at \$500 each

1 BRW 229 Valuation Reports at \$1500 each "land only"

3 BRW 742 Appraisal Reports at \$3000 each

These appraisal types and numbers are based on estimates and may vary based on need.

The McLean County Highway Department agrees to pay Richard Castelli the full consideration of twenty-five thousand dollars (\$25,000.00) for the appraisal services rendered upon submittal of the appraisals on the above stated properties.

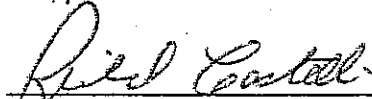
It is understood that the appraisals are to be performed in accordance with the State of Illinois, Department of Transportations, Land Acquisition Policies and Procedures Manual, Chapter 2 and in accordance with the Uniform Relocation Assistance and Real Property Act of 1970 as amended.

The appraiser will provide the McLean County Highway Department with an original and two (2) copies of the appraisals, prepared on the appropriate Illinois Department of Transportation (IDOT) forms.

Any and all documents, provided by the appraiser, shall be kept confidential by both parties and shall not be made available to anyone from any organization, except for McLean County without written approval of the appraiser or as required by law.

The term of this contract will be 120 days after the appraiser is in receipt of a fully executed contract and provided with Title Commitments, Premise Plats and other appropriate project information such as, but not limited to Design Plans and Aerial Photos.

Further, the McLean County Highway Department agrees to pay Richard Castelli the amount five hundred dollars (\$500.00) for each half-day or any fraction thereof spent in preparation for pre-trial, pre-trial conferences and any testimony in connection with this project.



Date: 4/19/05

Richard Castelli
State Certified General Real Estate Appraiser
License No. 153.0000199
Expiration Date: 09/30/05

McLean County By:

Date: _____

Michael F. Sweeney
Chairman, McLean County Board

HIGHWAY DEPARTMENT

John E. Mitchell, County Engineer
Eric S. Schmitt, Assistant County Engineer
102 S. Towanda-Barnes Rd, Bloomington, IL 61704
(309) 663-9445 FAX (309) 662-8038
highway@mcleancountyil.gov

DATE: April 25, 2005

TO: Chairman Bass
Members of the McLean County Transportation Committee

FROM: John E. Mitchell, McLean County Engineer

RE: Consideration of 80,000 Pound Road Design for Danvers / Carlock Road

At our last meeting, we said that we wanted to discuss whether to make the Danvers / Carlock Road an 80,000 Pound Road. In analyzing this, we have estimated our costs as shown in the following chart:

Oil & Chip (Now)	\$ 225,000
Hot Mix – 4½” – 73,280# (Now)	\$ 860,000
Hot Mix – 5½” – 80,000# (Now)	\$1,050,000
Oil & Chip (Now) & Hot Mix 73,280# (Later 5 yr)	\$1,325,000
Oil & Chip (Now) & Hot Mix 80,000# (Later 5 yr)	\$1,565,000

It would cost us \$225,000 to just put an oil and chip surface on the roadway, if we did that now. The discussions had been that we feel the traffic will increase on this road after it is improved and that in five (5) to ten (10) years, we will probably need to be back putting a good asphalt surface on to handle the traffic. If indeed we are going to put an asphalt surface on, we will save considerable money by going ahead and doing that now rather than oiling and chipping the road now and hot mixing it later. The savings are not only in the oil and chip, but also in the shoulder stone. We would save approximately \$465,000 to \$515,000 by hot mixing initially rather than an oil and chip surface first. This is a substantial amount that I don't feel we should ignore. The big question is do we want to spend the approximately \$190,000 more to make this an 80,000 Pound Route making the initial expenditure of \$1,050,000. Depending upon your point of view, this is a significant amount, but still a small amount as compared to the total cost of the project.

Something we also need to consider is that for future projects, we are setting a precedent by making this an 80,000 Pound Route, and that other adjacent Right-of-Way owners, will be expecting the same as we build, rebuild, or resurface other roads around the county. The additional cost is approximately \$50,000 per mile that it costs to go from 73,280 to 80,000 pounds.

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Associates
Township:	Address: 801 South Durkin Drive
Section: 05-00040-04-BR 05-00040-05-BR	City: Springfield
	State: Illinois

THIS AGREEMENT is made and entered into this 17th day of May, 2005 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

SECTION DESCRIPTION

Name	<u>Reese Bridge</u>	Length	<u>0.10 mile</u>
Structure No.	<u>Existing 057-4104</u>		<u>Fairfield Culvert</u>
			<u>None</u>
Location	<u>SE 1/4, Sec 13, T23N, R3E, 3rd P.M., 3 miles northeast of Downs</u>		
	<u>SE 1/4, Sec 1, T23N, R3E, 3rd P.M., 5 miles northeast of Downs</u>		

Description: Bridge replacement, culvert replacement

DEFINITION

DEPARTMENT Illinois Department of Transportation

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 DEPARTMENT'S Bureau of Local Roads and Streets.
 - k.() 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%
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 paragraphs 1h and 1j 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	\$138.00
Engineer 9	135.00
Engineer 8	121.00
Engineer 7	107.00
Engineer 6	100.00
Engineer 5	89.00
Engineer 4	85.00
Engineer 3	78.00
Engineer 2	74.50
Engineer 1	68.00
Technician 7	87.50
Technician 6	78.50
Technician 5	69.50
Technician 4	61.00
Technician 3	54.00
Technician 2	48.50
Technician 1	43.00
Clerical 2	64.50
Clerical 1	45.50
Accountant	62.50

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:

Rice, Berry and Associates
801 South Durkin Drive
Springfield, Illinois 62704-1313

ATTEST:

By Stewart W. Ferguson
Civil Engineering Manager

By Michael H. 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.

Rice, Berry and Associates
Div. of Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization


Signature of Authorized Representative

36-2555986
Requisition/Contract/Grant
ID Number

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


Date

BRIDGE REPAIR PETITION

Sec. 2005 Lexington Bridge Repair

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

057-4924 Bull Bridge Drainage Structure, Located at 2025N - 2950E

057-4930 Pitzer Bridge Drainage Structure, Located at 2900E - 2290N

Gentlemen:

Lexington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes as amended; repair a drainage structures located in Lexington Road District.

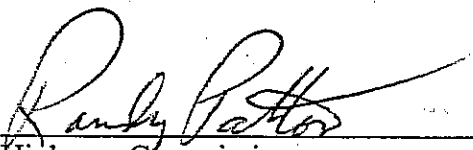
That of the funds appropriated at the November 2004 meeting of the McLean County Board \$ 6,500.00 be used as the County's share of the cost of this structure.

Lexington Road District certifies that they have levied the maximum for their Road and Bridge Fund the last two years.

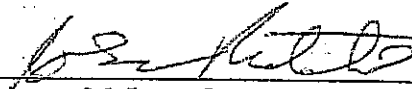
Lexington Road District further states that the County Engineer has made a survey of the damage and has determined that the repairs are necessary and has estimated the cost of the repair work shall be \$13,000.00.

Lexington Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.



Highway Commissioner

Approved 

County Engineer, McLean County, IL

Date: 4-25-05

Lexington Road District

ATTEST

Mr. Michael F. Sweeney, Board Chairman

Date: _____

Peggy Ann Milton, County Clerk

X:BridgePetitions/Repair petition

BRIDGE REPAIR PETITION

Sec. 2005 Money Creek Bridge Repair

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

057-5110 Eastwood Bridge Drainage Structure, Located at 1975E - 2125N

057-5104 Murphy Bridge Drainage Structure, Located at 2425N - 2150E

Gentlemen:

Money Creek Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes as amended; repair a drainage structures located in Money Creek Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$ 6,000.00 be used as the County's share of the cost of this structure.

Money Creek Road District certifies that they have levied the maximum for their Road and Bridge Fund the last two years.

Money Creek Road District further states that the County Engineer has made a survey of the damage and has determined that the repairs are necessary and has estimated the cost of the repair work shall be \$12,000.00.

Money Creek Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Gary Mancilla
Highway Commissioner

Money Creek Road District

Approved [Signature]
County Engineer, McLean County, IL

Date: 4-25-05

ATTEST

Mr. Michael F. Sweeney, Board Chairman

Date: _____

Peggy Ann Milton, County Clerk

X:BridgePetitions/Repair petition

BRIDGE CONSTRUCTION PETITION

Sec. 2005 Money Creek Jt. Culvert

TO: McLean County Board
Care of County Clerk
115 E. Washington Street, Room 102
Bloomington, Illinois 61704

Zeller Drainage Structure, Located at 1825E - 2313N

Gentlemen:

Money Creek Road District, McLean County, Illinois requests 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 with approach fills located in the SW ¼ of the SW ¼ of Section 18 T 25 N, R 3E of the 3rd P.M., Money Creek Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$12,000.00 be used as the County's share of the cost of this structure.

Money Creek Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Money Creek Road District further states 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 \$24,000.00 and the present structure is inadequate.

Money Creek Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Gary Mauville
Highway Commissioner

Approved [Signature]
County Engineer, McLean County, IL

Money Creek Road District

Date: 4-25-05

ATTEST

Mr. Michael F. Sweeney, Board Chairman

Date: _____

Peggy Ann Milton, County Clerk

X:Bridge Petitions / Construction Petition