

**TRANSPORTATION COMMITTEE AGENDA**  
**McLean County Government Center**  
**115 E Washington St – Rm 404, Bloomington, IL**  
**Tuesday, September 4, 2007**  
**8:00 AM**

1. **Roll Call**
2. **Approval of Minutes from August 7, 2007 & August 21, 2007 Stand-Up 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. WO Launch Safety Grant Application – McLean County Parks & Recreation – Bill Wasson 1 – 3
  - B. Engineering Service Agreement – Hanson Professional Services  
Sec 07-00113-04-FP – Towanda Barnes Rd (Ft Jesse to Northtown) 4 – 20
  - C. Resolution & Letting Results from the August 29, 2007 County  
Non-MFT Construction Section (Wind Farm) Letting 21 – 22
  - D. Engineering Agreement – Hampton, Lenzini & Renwick, Inc (HLR) 23 – 32  
Sec 07-00161-01-BR – McLean County – Calcagno Bridge  
Sec 07-20124-00-BR – Lawndale RD – Hammitt Bridge  
Sec 07-22134-00-BR – Martin RD – Meiners Bridge
  - E. Bridge Petitions  
1. Sec 07-20124-00-BR – Lawndale RD – Hammitt Bridge 33  
2. Sec 07-22134-00-BR – Martin RD – Meiners Bridge 34
  - F. Ordinance for Altered Speed Zone for County Highway 8 (CH 8)  
@ Lexington 35 – 38
6. **Items to be Presented for Information**
  - A. Project Summary  
1. Lexington Overpass – CH 8 – Sec 05-00046-12-RP 39  
2. Danvers / Carlock Rd – CH 53 – Combined Sections  
Sec 03-00148-02-AS & Sec 03-00148-04-BR 40  
3. Colfax / Weston Rd – CH 13 – 07-00130-15-PV 41
  - B. East Side Highway Study 42 – 47
  - C. Horizon Wind Farm Update – Phase 1 & Phase 2
  - D. Garage Status
  - E. Other
7. **Adjournment**

Hazard Elimination Safety Program  
C.H. 39  
Evergreen Lake  
12-21-04


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. 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. Exhibit 1 is a map that shows the location of the site.

Over the years there have been many accidents at this location because drivers are unaware that the road ends. Exhibits 2 thru 5 are newspaper articles showing a few of the injuries and fatalities that have occurred the last three years. 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. Exhibits 6 thru 8 are pictures of the traffic signs and devices that are in place to warn of the pavement ending.

A proposed solution to the problem is to provide an offset intersection approximately 900 feet from the lake. At this location, the drivers will be forced to stop, make a left hand turn and then a right turn before connecting back into the existing road with a reverse curve at a distance of 350 feet from the stop sign. Exhibit 9 shows the proposed improvement. The existing roadway between the stop sign and the reverse curve would be removed and replaced with an arrester bed to stop an unaware motorist.

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. The arrester bed will provide a safety zone that would stop an unacquainted motorist before driving off the ramp into the lake.

The approximate cost of the improvement would be \$200,000 in which \$75,000 would be contracted out, \$115,000 to be done by the County's day labor and engineering sections, and \$10,000 for additional lighting.

Local Agency McLean County Highway Department	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Hanson Professional Services Inc.
County McLean			Address 2900 W. Willow Knolls Rd.
Section 07-00113-04-FP			City Peoria
Project No.			State IL
Job No.			Zip Code 61614
Contact Name/Phone/E-mail Address Jack Mitchell, P.E. 309-663-9445 jack.mitchell@mcleancounty.gov			Contact Name/Phone/E-mail Address Kurt Bialobreski, P.E., PTOE 309-691-0902 kbialobreski@hanson-inc.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Towanda Barnes Road Route FAU 6431 Length 2 Mi. Structure No. \_\_\_\_\_  
Termini Fort Jesse Road to Northtown Road

Description This improvement consists of 2 miles of widening and resurfacing with traffic signals, concrete curb and gutters, and storm sewers.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 730 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER: **SEE ATTACHMENT A SCOPE OF SERVICES AND GENERAL CONDITIONS**
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, ~~Environmental Class of Action Determination or Environmental Assessment~~, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.
11. ENGINEER agrees to comply with applicable worker's compensation and occupational health, safety and disease laws of the state, territory, or province having jurisdiction over employees.  
ENGINEER will maintain the following insurance with respect to performance under this agreement:  
 General Liability: \$1,000,000 per occurrence  
                           \$2,000,000 aggregate  
 Automobile: \$1,000,000  
 Employer's Liability: \$500,000  
 Umbrella Liability: \$1,000,000  
 Professional Liability: \$1,000,000  
 With the exception of worker's compensation and professional liability, McLean County, its Boards, Officers and employees shall be named as Additional Insured with respect to liability arising out of operations performed by or on behalf of ENGINEER.  
 The ENGINEER will provide the LA with satisfactory evidence of compliance with these requirements.
12. The Agreement Amount stated in the Agreement Summary is the total fee (not to be exceeded) to be paid by the LA to the ENGINEER for the services and stipulations described in Attachment A. The Agreement Amount may only be changed with prior approval from LA when the services and stipulations described in Attachment A are changed by the nature of the project. The descriptions and fees for the changes to the services and stipulations described in Attachment A must be mutually agreed upon by all affected parties prior to the ENGINEER beginning work.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	\$412,900
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$412,900
Total for all Work:		\$412,900

Executed by the LA:

\_\_\_\_\_  
(Municipality/Township/County)

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

ATTEST:

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

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



Illinois Department  
of Transportation

FIRM NAME Hanson Professional Services Inc.  
PRIME/SUPPLEN Prime

CONTRACT TERM 24 MONTHS  
START DATE 10/15/2007  
RAISE DATE Anniversary

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be:

3.00%

Payroll Escalation Table  
Anniversary Raises

DATE	<u>08/28/07</u>	<u>157.83%</u>
PSB NO.		<u>0</u>
OVERHEAD RATE		<u>3.00%</u>
COMPLEXITY FACTOR		
% OF RAISE		







ATTACHMENT A  
SCOPE OF SERVICES – TOWANDA-BARNES ROAD IMPROVEMENTS

Hanson Professional Services Inc. shall prepare studies and plans for roadway improvements to Towanda-Barnes Road between Fort Jesse Road and Northtown Road, in McLean County (COUNTY). The proposed improvement will consist of widening the existing road to a five lane pavement with curb, gutter, and storm sewer. The documents will be prepared in English units and in accordance with IDOT's Bureau of Local Roads and Streets Manual. The Scope of Services will be broken into two phases as noted below:

- Phase 1: Project Development Services
- Phase 2: Design and Plan Preparation Services

The Scope of Services to be provided is limited to the following:

**I. Project Development Services**

- A. The corridor boundaries for data collection are along Towanda-Barnes Road from Fort Jesse Road to Northtown Road. Data collection will extend 300 feet down all intersecting side roads within the corridor boundaries, and at the legs of the terminating intersections.
- B. Study Surveying and Mapping
  - 1. Obtain digital orthographic aerial photography with planimetric detail and two foot contours from COUNTY, as available.
  - 2. Establish horizontal control based on Illinois State Plane Coordinate System and vertical control benchmark based on the North American Vertical Datum of 1988. Permanent monuments will be set along the project corridor.
  - 3. Conduct utility research. This shall include conducting a JULIE meeting for marking of existing utilities. Underground utility information will be based on data provided by utility companies and COUNTY.
  - 4. Conduct property research for the parcels adjacent to the project corridor. This shall include research of existing plats, relevant deeds, property owner names, P.I.N. numbers, addresses and existing easement information.
  - 5. Conduct boundary surveys to determine existing right-of-way limits along the proposed improvements for those parcels impacted by the project.
  - 6. Stake soil borings and record top bore hole elevations.

7. Provide full topographic survey at site with sufficient information to prepare construction documents. Collect existing roadway cross section data at approximate 50 foot intervals plus at driveway/entrance centerlines and sag points. Intersecting side streets that will tie into the new improvements will be surveyed for a distance of 300 feet transverse to the proposed centerline.
  8. Determine existing storm and sanitary sewer type, size, location, and flow direction within the project limits and to the next adjacent structure on the system located outside the project limits. Identify type, depth and size of structures, type of casting, and invert elevations within structures.
  9. Prepare a base map of the existing topography in MicroStation format. This file shall include all survey points, digital terrain model (DTM), breaklines, planimetric mapping and contours.
- C. Review current zoning or code regulations in the project area that could affect the project design. The COUNTY will make Hanson aware if such agreements and regulations exist and provide the necessary copies.
  - D. Line and grade will be determined to verify that geometric requirements can be satisfied. Cross section studies will be used to determine the approximate construction limits and the necessary right-of-way.
  - E. Pavement design for the construction of new facilities within the project limits will be prepared and submitted to the COUNTY and IDOT for review.
  - F. Analyze existing culvert hydraulics and adequacy of the existing culverts.
  - G. Conduct a geotechnical investigation of the project area. This shall include taking subgrade soil borings adjacent to the existing pavement at 500 foot intervals in areas of minimal earthwork due to pavement widening. Soil sampling, laboratory testing, and engineering analyses will be performed in accordance with the IDOT Geotechnical Manual.
  - H. Prepare a Geotechnical Report to be submitted to the COUNTY and IDOT. The Geotechnical Report will be prepared in accordance with the requirements presented within the IDOT Geotechnical Manual. A single set of review comments is anticipated.
  - I. Collect environmental data (i.e. wetland maps, floodplain maps, topographic mapping to identify special waste areas, farmland area, and parks and recreational areas).
    1. Complete special waste assessment screening.

2. Prepare farmland conversion assessment.
  3. Prepare resource agency coordination letters.
  4. Conduct a field reconnaissance survey of the project area.
  5. Prepare the Environmental Survey Request (ESR) form, and submit to IDOT for cultural, biological, and wetland resources review.
- J. Conduct a noise analysis for up to three receptors and complete evaluation for unusual circumstances to prepare a Project Development/Design Report that is processed as a Categorical Exclusion Group II project.
- K. Attend and participate in two "IDOT District 5 Bi-monthly Coordination Meetings" during the course of the study to seek IDOT and FHWA input for design approval.
- L. Prepare and submit a traffic study memorandum to determine the impact of the proposed improvement on the transportation system in the immediate vicinity of the Towanda-Barnes Road. The study will include the following tasks:
1. Collect and review existing traffic count information (peak hour and average daily traffic) available from IDOT for the following roadways in the project vicinity:
    - a. Towanda-Barnes Road
    - b. Fort Jesse Road
    - c. Raab Road
    - d. Northtown Road
  2. McLean County Highway Department will collect up to three, 24-hour traffic counts at the following locations:
    - a. Towanda-Barnes Road (North of Fort Jesse Road)
    - b. Towanda-Barnes Road (North of Raab Road)
    - c. Towanda-Barnes Road (North of Northtown Road)
  3. McLean County Highway Department will collect up to three a.m. and p.m. peak hour turning movement counts at the following locations:
    - a. Towanda-Barnes Road @ Fort Jesse Road
    - b. Towanda-Barnes Road @ Raab Road
    - c. Towanda-Barnes Road @ Northtown Road
  4. Using the information collected above, calculate the existing level-of-service at the intersections of Towanda-Barnes Road and Fort Jesse Road, Towanda-Barnes Road and Raab Road and Towanda-Barnes Road and Northtown Road.

5. Generate trips and distribute trips for the approved subdivision plans for the development in the northwest quadrant of the Fort Jesse and Towanda-Barnes intersection. Any available Trip Generation data completed for other developments adjacent to the Towanda-Barnes corridor will be reviewed as a part of this process.
  6. Review any long range transportation plans, projected land use plans from the COUNTY, historical traffic count data and subdivision Trip Generation analysis to determine design year traffic projections. The design year will be 20 years from the expected construction date (2011).
  7. Using the information collected above, calculate the projected level-of-service, as required for an Intersection Design Study, at the intersections of Towanda-Barnes Road and Fort Jesse Road, Towanda-Barnes Road and Raab Road, and Towanda-Barnes Road and Northtown Road with and without the proposed improvements.
  8. Using the information collected above, calculate the structural design traffic volumes for the following vehicle classifications: passenger vehicles, single-unit trucks and multiple-unit trucks.
  9. Review crash information for a three year period along the Towanda-Barnes Road corridor (data to be provided by IDOT and the COUNTY).
  10. Determine crash rates and potential crash reduction improvements while identifying any high crash locations throughout out the Towanda-Barnes corridor.
  11. Based on the information collected and reviewed above, identify lane configurations and lane assignments for the Towanda-Barnes Road corridor and its major intersections.
- M. Prepare Intersection Design Studies (IDS) for submittal to IDOT for the intersections of Towanda-Barnes Road and Fort Jesse Road and Towanda-Barnes Road and Raab Road.
- N. Coordinate with the COUNTY to conduct public involvement activities for public input on the project. Hanson will provide exhibits, handouts and questionnaires for two public informational meetings.
- O. Prepare a Project Development Report/Design Report documenting the engineering studies and providing the basis for the recommendation. This report will be reviewed by the COUNTY, IDOT, and the FHWA.
- O. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the COUNTY, including five copies of any Draft

Report that is being submitted for review, five copies of the Final Project Development Report, and one copy of all meeting minutes. Also include a preliminary estimate of probable construction cost for pavement options.

- Q. The COUNTY will provide or cause to be furnished the following:
1. Existing roadway and right-of-way plans, including existing waterway information and Master Inspection Reports.
  2. Existing traffic volume data on streets within the project limits.
  3. Existing accident data.
  4. Tax assessor's maps and taxpayer identification numbers for parcels in the study area and title commitments for all affected parcels.
  5. All necessary utility agreements, including plans for relocations and adjustments.
  6. Digital orthographic aerial photography with planimetric detail and two foot contours of the project area in Microstation format.
  7. Projected land use plans and trip generation data.

## II. Design and Plan Preparation Services

- A. Design and survey of the corridor boundaries along Towanda-Barnes Road from Fort Jesse Road to Northtown Road, hereafter referred to as the project limits.
1. Prepare plats and boundary descriptions for the proposed Phase I improvement right-of-way and easements (assume 15 parcels).
  2. Place right-of-way monuments for the above Phase I parcels.
- B. Refine the horizontal and vertical alignment for detailed design plans for the project limits of Towanda-Barnes Road, approximately 2 miles in length.
- C. Evaluate existing drainage and prepare the drainage design to work in conjunction with the overall site drainage and any drainage presently discharging into the proposed project limits.
- D. Prepare a Maintenance of Traffic Plan for the work in the project limits and impacted intersections or driveways.

- E. Prepare an erosion control and Storm Water Prevention Plan for inclusion in the project limits construction documents. Also includes preparation of a NPDES permit and Army Corps of Engineers 404 Permit application.
- F. Prepare plan and profile sheets (@ 1"=20' H., 1"=5' V.) and cross sections every 50' (@ 1"=10' H., 1"=5' V.) for the project limits. Also includes preparation of typical sections and details.
- G. Design two cross road culverts and prepare plan sheets in accordance with IDOT's culvert manual.
- H. Prepare pavement marking plans for the project limits in accordance with the current editions of the IDOT specifications and the Manual on Uniform Traffic Control Devices.
- I. Prepare traffic signal plans at the Raab Road and Fort Jesse Road intersections in accordance with the current editions of the IDOT specifications and the Manual on Uniform Traffic Control Devices. Plans to be reviewed by the COUNTY, Normal and Bloomington, in addition to IDOT.
- J. Submit up to three sets of preliminary plans for the project limits to the COUNTY and IDOT for review.
- K. Prepare special provisions that supplement the current issue of IDOT's Standard Specifications for Road and Bridge Construction for the project limits.
- L. Prepare schedules and summary of quantities to be incorporated into the construction plans for the project limits.
- M. Complete construction plans and technical special provisions incorporating the COUNTY and IDOT's preliminary plan review comments. Submit pre-final plans with quantities completed and scheduled.
- N. Prepare an estimate of probable construction cost and estimate of time for construction work within the project limits.
- O. Finalize and respond to any remaining comments from the reviewing agencies and submit up to 7 copies of final plans, specifications, and estimate (PS&E) documents to IDOT for approval and final distribution.
- P. It is assumed that the project will be advertised for bids on a State letting.
- Q. Respond to bidders questions during the bidding process.
- R. Attend a pre-construction meeting.



- S. The following items are not included in the scope of work but could be provided as an addendum to the contract:
1. Land acquisition services other than plat preparation.
  2. Traffic signal design.
  3. Street lighting plans.
  4. The preparation of an Environmental Class of Action Determination (ECAD), Environmental Assessment (EA), Impact Statement (EIS), or Section 4(f) statement; nor does it include the environmental wetland or biological surveys, cultural resources survey, a Preliminary Environmental Site Assessment (PESA), or wetland mitigation planning.
  5. Public Hearing activities.
  6. Individual meetings with property owners or presentations to the County board.
  7. Utility relocation plans.
  8. Revision of contract documents at a later date following completion of this Scope of Services is not included.
  9. Construction observation activities or answering questions during construction.

### **III. Options for Design and Plan Preparation Services**

- A. Design and right-of-way plats within the corridor boundaries described above may be changed to include Towanda Barnes Road from Fort Jesse Road to approximately 0.25 miles north of Raab Road. The change in project limits can be executed at the discretion of the COUNTY and does not change the technical nature of the tasks expected to be completed as described above. Hanson must be notified of such change, in writing, prior to the beginning of Design and Plan Preparation Services. The change in project limits corresponds to a deduction of \$37,415 from the original contract cost of \$412,900.

# GENERAL CONDITIONS PROFESSIONAL SERVICES AGREEMENT

Agreement Date: October, 2007

Project: Towanda-Barnes Road

1. **INVOICES:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. **TERMINATION:** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. **REUSE OF DOCUMENTS:** All documents including drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. **STANDARD OF CARE:** Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

5. **GENERAL LIABILITY INSURANCE AND LIMITATION:** HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or

omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. **LIMITATION OF LIABILITY:** The Client understands that for the compensation herein provided HANSON cannot expose itself to liabilities disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit HANSON's liability to the CLIENT arising from HANSON's professional acts, errors or omissions, such that the total aggregate liability of HANSON shall not exceed ~~\$50,000 or HANSON's total fee for services rendered on this Project, whichever is less.~~ <sup>\$1,000,000</sup> LAL

7. **AUTHORITY AND RESPONSIBILITY:** HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

8. **MODIFICATION TO THE AGREEMENT:** CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

9. **GOVERNING LAW:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

10. **RIGHT OF ENTRY:** CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

11. **UTILITIES:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

12. **JOB SITE:** Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

13. **OPINIONS OF COST:** Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

14. **SHOP DRAWING REVIEW:** CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

15. **CONFIDENTIALITY:** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**  
**FOR AWARD OF COUNTY PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their Meeting on September 4, 2007, for a letting held on August 29, 2007 for one (1) McLean County 2007 Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on September 4, 2007, now, therefore,

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

**2007 Non-MFT CONSTRUCTION SECTION:**

**Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, Bloomington, IL 61704, was the successful bidder on the following section:**

McLean County .....Combined Sec 07-00134-08-SM & 07-00044-11-CG  
Ellsworth Rd (CH 17) & Lexington / LeRoy Rd (CH 21)

\$655,550.88

\_\_\_\_\_  
Matt Sorensen, Chairman (date)

STATE OF ILLINOIS        ]  
                                  ]   SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 18, 2007.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of September A.D., 2007.

[SEAL}

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

**MCLEAN COUNTY HIGHWAY DEPARTMENT**  
August 29, 2007

MCLEAN COUNTY  
SEC. 07-00134-08-SM & 07-00044-11-CG

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		HJ EPPEL	
				TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
Earth Exc	Cu Yd	1,230	\$25.00	\$30,750.00	\$31.00	\$38,130.00	\$0.00	\$0.00	
Furn Exc	Cu Yd	2,825	\$20.00	\$56,500.00	\$30.00	\$84,750.00	\$0.00	\$0.00	
Hot-Mix Asph Bse Cse 7"	Sq Yd	406	\$35.00	\$14,210.00	\$42.00	\$17,052.00	\$0.00	\$0.00	
Agg Prim Ct	Ton	153	\$20.00	\$3,060.00	\$0.01	\$1.53	\$0.00	\$0.00	
Level Blinder (Mach Meth) N50	Ton	800	\$68.00	\$54,400.00	\$74.00	\$59,200.00	\$0.00	\$0.00	
Hot-Mix Asph Surf Rem Built-Jl	Sq Yd	524	\$28.00	\$14,672.00	\$28.00	\$14,672.00	\$0.00	\$0.00	
Temp Ramp	Sq Yd	118	\$35.00	\$4,130.00	\$35.00	\$4,130.00	\$0.00	\$0.00	
Hot-Mix Asph Surf Cse, Mix "C", N50	Ton	2,615	\$65.00	\$169,975.00	\$65.00	\$169,975.00	\$0.00	\$0.00	
Bit Mat'l (Prim Ct)	Gal	1,535	\$3.00	\$4,605.00	\$0.01	\$15.35	\$0.00	\$0.00	
Incidental Hot-Mix Asph Surf	Ton	303	\$115.00	\$34,845.00	\$110.00	\$33,330.00	\$0.00	\$0.00	
Hot-Mix Asph Surf Rem 2"	Sq Yd	3,150	\$75.00	\$47,250.00	\$6.00	\$18,900.00	\$0.00	\$0.00	
C/D Patch, Ty IV, 10"	Sq Yd	56	\$2.00	\$4,200.00	\$127.00	\$7,112.00	\$0.00	\$0.00	
Area Ref Crack Control Treat, Sys A	Sq Yd	24,273	\$25.00	\$48,546.00	\$1.50	\$36,409.50	\$0.00	\$0.00	
Agg Wedge Shldr, Ty B	Ton	1,225	\$25.00	\$30,625.00	\$24.50	\$30,012.50	\$0.00	\$0.00	
Comb Conc C&G, Ty M-6, 18	Ft	432	\$45.00	\$19,440.00	\$44.00	\$19,008.00	\$0.00	\$0.00	
Raised Ref Pymt Marker	Each	289	\$45.00	\$13,005.00	\$45.00	\$13,005.00	\$0.00	\$0.00	
Raised Ref Pymt Marker Rem	Each	2	\$75.00	\$150.00	\$70.00	\$140.00	\$0.00	\$0.00	
RR Prot Liability Ins	L Sum	1	\$10,000.00	\$10,000.00	\$6,100.00	\$6,100.00	\$0.00	\$0.00	
Pymt Rem 9"	Sq Yd	559	\$20.00	\$11,180.00	\$9.00	\$5,031.00	\$0.00	\$0.00	
Pymt Rem 12"	Sq Yd	1,206	\$25.00	\$30,150.00	\$12.00	\$14,472.00	\$0.00	\$0.00	
Pymt Rem 16"	Sq Yd	5,607	\$20.00	\$112,140.00	\$15.00	\$84,105.00	\$0.00	\$0.00	
				\$713,833.00		\$655,550.88		\$0.00	
								-100.00%	
								-8.16%	

**RECEIVED**  
AUG 21 2007  
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: CH 29 / 07-00161-01-BR Lawndale / 07-20124-00-BR Martin / 07-22134-00-BR	City: Springfield State: Illinois

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

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**SECTION DESCRIPTION**

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Name \_\_\_\_\_ Length 0.10 mile  
053-4604  
Structure No. 053-4809 and 053-5020  
Location CH 29 - SW 1/4, Sec. 9, T26N, R3E, 3<sup>rd</sup> P.M., 0.50 miles south of Gridley  
Lawndale - SW 1/4, Sec. 31, T25N, R5E, 3<sup>rd</sup> P.M., 3.5 miles west of Colfax  
Martin - SE 1/4, Sec. 24, T24N, R5E, 3<sup>rd</sup> P.M., 3.5 miles southeast of Colfax

Description: Bridge Replacement

**DEFINITION**

DEPARTMENT ..... McLean County Highway Department

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AGREEMENT PROVISIONS

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**THE ENGINEER AGREES**

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

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

THE LA AGREES

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



Schedule for Percentages Based on Awarded Contract Cost

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

2. To pay for all services stipulated under paragraph 1h 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	\$154.00
Engineer Specialist	151.00
Engineer 9	146.50
Engineer 8	136.00
Engineer 7	121.00
Engineer 6	110.00
Engineer 5	98.00
Engineer 4	94.00
Engineer 3	87.50
Engineer 2	83.50
Engineer 1	72.50
Technician 7	96.00
Technician 6	88.00
Technician 5	77.50
Technician 4	67.00
Technician 3	60.00
Technician 2	53.50
Technician 1	46.50
Clerical 2	70.00
Clerical 1	49.50
Accountant	72.00

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

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Executed by the ENGINEER:

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

ATTEST:

By Steven W. Megginson  
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

36-2555986  
Requisition/Contract/Grant  
ID Number

Michael G. Berry  
Signature of Authorized Representative

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

8/20/07  
Date

BRIDGE CONSTRUCTION PETITION

Sec 07-20124-00-BR

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

Hammitt Drainage Structure, Located at 2005 North Road on 3005 East Road

Ladies and Gentlemen:

Lawndale 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 Section 31 T 25 N, R 5E of the 3<sup>rd</sup> P.M., Lawndale Road District.

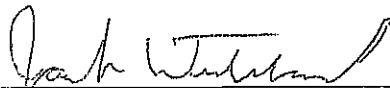
That of the funds appropriated at the November 2006 meeting of the McLean County Board \$32,000.00 be used as the County's share of the cost of this structure.

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

Lawndale 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 \$320,000.00 and the present structure is inadequate.

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

Respectfully submitted.

  
\_\_\_\_\_  
Highway Commissioner

Lawndale Road District

Approved   
\_\_\_\_\_  
County Engineer, McLean County, IL

Date: 8-29-07

ATTEST

\_\_\_\_\_  
Mr. Matt Sorensen, Board Chairman

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

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



BRIDGE CONSTRUCTION PETITION

Sec 07-22134-00-BR

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

Meiners Drainage Structure, Located at 3570 East Road on 1600 North Rd

Ladies and Gentlemen:

Martin 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 East line of the SE ¼ of Section 24 T 24 N, R 5E of the 3<sup>rd</sup> P.M., Martin Road District.

That of the funds appropriated at the November 2006 meeting of the McLean County Board \$32,000.00 be used as the County's share of the cost of this structure.

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

Martin 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 \$320,000.00 and the present structure is inadequate.

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

Respectfully submitted.

Larry W. Baker  
Highway Commissioner

Martin Road District

Approved [Signature]  
County Engineer, McLean County, IL

Date: 8-19-07

ATTEST

Mr. Matt Sorensen, Board Chairman

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

Peggy Ann Milton, McLean County Clerk

# McLean County Highway Department

## APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

An ALTERED SPEED ZONE as referred to in this application is a length of roadway on which a uniform speed limit at variance with the statewide statutory limit is posted.

.....

To the COUNTY BOARD

In accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, the McLean County Highway Department has completed an engineering and traffic investigation report concerning the street or highway listed below and requests that an Altered Speed Zone be approved. This application is for the:

- Establishment of  
of new zone
- Revision of  
existing zone
- Extension of  
existing zone

Street or roadway to be zoned: County Highway 8 (CH 8) – PJ Keller Highway

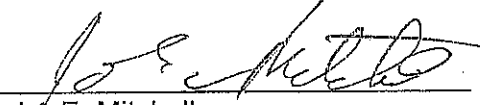
From: 805' west of County Highway 23 (CH 23) – Meadows Road

To: 6,175' west of County Highway 23 (CH 23) – Meadows Road

County McLean In or near Lexington Length 5,370' (1.01 Miles) Proposed Speed 45 mph

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: August 29, 2007

Submitted by: 

John E. Mitchell

McLean County Engineer

- Enclosures:
- Copy of Ordinance
  - Establishment of Speed Zone
  - Spot Speed study
  - Condition Diagram

McLEAN COUNTY HIGHWAY DEPARTMENT  
Establishment of Speed Zones

ROUTE County Highway 8 (CH 8) – PJ Keller Highway FROM 805' west of CH 23 – Meadows Road  
 TO 6,175' west of CH 23 – Meadows Road A DISTANCE OF 1.01 MILES  
 IN Lexington, Lexington & Money Creek TOWNSHIPS, McLEAN COUNTY

I. SPOT SPEED STUDIES (ATTACHED)

CHECK NO.	85 <sup>th</sup> %	10 MPH PACE UPPER LIMIT

V. DRIVEWAY CONFLICTS

RESIDENTIAL DRIVES	___ X 1.0 =
SMALL BUSINESS DRIVES	___ X 5.0 =
LARGE BUSINESS DRIVES	___ X 10.0 =
DRIVEWAY CONFLICTS NUMBER TOTAL	
___ (D.C.N)	=
___ MILES	CONFLICT NO. / MILE

II.

Per design of Section 05-00046-12-RP  
Need to post project for 45 miles per hour  
(45 mph)

VI. MISC. FACTORS

PEDESTRIAN VOLUME	_____
ACCIDENT RATE RATIO:	
COUNTY	AVG. = _____
ROUTE	
PARKING PERMITTED	<input type="checkbox"/> YES <input type="checkbox"/> NO

III. PREVAILING SPEED

85 <sup>th</sup> PERCENTILE AVG.	_____ MPH
UPPER LIMIT AVG.	_____ MPH
PREVAILING SPEED:	_____ MPH

VII. PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT	_____ %
PEDESTRIAN ADJUSTMENT	_____ %
ACCIDENT ADJUSTMENT	_____ %
PARKING ADJUSTMENT	_____ %
TOTAL (MAX 20%)	_____ %
_____ MPH	X _____ % = _____ MPH
PREVAILING SPEED	ADJUSTMENT (MAX 10 MPH)
ADJUSTED PREVAILING SPEED	_____ MPH

IV. EXISTING SPEED LIMITS

ZONE BEING STUDIED	<u>55</u> MPH
VIOLATION RATE	_____ %
ADJACENT ZONES N OR W	_____ MPH
LENGTH	_____ MILES
W & E	_____ MPH
LENGTH	_____ MILES

VIII. REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT	<u>45</u> MPH
ANTICIPATED VIOLATION RATE	_____ %
RECOMMEND BY	<u>JOHN E. MITCHELL</u> McLEAN COUNTY ENGINEER
ORGANIZATION	<u>HIGHWAY DEPARTMENT</u>
DATE	<u>AUGUST 29, 2007</u>

**Resolution  
of the County Board  
McLean County, Illinois**

**AN ORDINANCE AND RESOLUTION FOR THE ESTABLISHMENT  
OF AN ALTERED SPEED ZONE**

IT IS HEREBY DECLARED, ORDAINED AND RESOLVED by the County Board of McLean County, Illinois, that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater, or less, respectively, than that considered reasonable and proper on the street or highway, respectively, listed in the Schedule on the reverse side for which McLean County has maintenance responsibility and which is not under the jurisdiction of the Illinois Department of Transportation or the Illinois State Toll Highway Authority; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this Board has caused to be made an engineering and traffic investigation upon the respective streets or highways listed in the Schedule; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon those respective streets and highways described in the Schedule shall be as stated therein; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits. Said signs shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Adopted and passed this 18th day of September, 2007.

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

ATTEST:

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

(SEAL)

### SCHEDULE OF ALTERED SPEED ZONES

<u>Name of Street or Highway</u>	<u>Exact Limits of Zone(s)</u>		<u>Maximum Speed Limits</u>
	<u>From</u>	<u>To</u>	
PJ Keller Highway County Highway 8 (CH 8)	805' west of CH 23 Meadows Road	6,175' west of CH 23 Meadows Road	45 mph