

TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center
115 E Washington St – Rm 404, Bloomington, IL
Tuesday, May 6, 2008
8:00 AM

1. **Roll Call**
2. **Approval of Minutes from April 1, 2008 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. Joint Culvert Petition – Money Creek RD 1
 - B. Engineering Agreement – Various Projects
Lewis, Yockey & Brown 2 – 4
6. **Items to be Presented for Information**
 - A. Vehicle Insurance – Jennifer Ho, Risk Management
 - B. Project Summary
 1. Bentown / Holder Rd – CH 25 – Sec 04-00040-03-WR 5
 2. Henning & Spady Bridges – Weston Rd – CH 13
Combined Sections 05-00130-12-BR & 05-00130-11-BR 6
 3. Horizon Wind Farm Phase I – Post Construction
Lexington / LeRoy Rd (CH 21) & Ellsworth Rd (CH 17)
Combined Sections 07-00044-11-CG & 07-00134-08-SM 7
 - B. East Side Highway Study (*will be handed out*)
 - C. IDOT Certification Test Scheduled – Eric Schmitt – 05/12/2008
 - D. Other
7. **Adjournment**

BRIDGE CONSTRUCTION PETITION

Sec 2008 Money Creek Jt. Culvert

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

2008 Money Creek Jt. Culvert Drainage Structure, Located at 2330N – 2305E (Dameron Rd.)

Ladies and 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 Section 13 T 25 N, R 3E of the 3rd P.M., Money Creek Road District.

That of the funds appropriated at the November 20th meeting of the McLean County Board \$ 5,650.00 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 \$11,300.00 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.

Highway Commissioner

Approved

County Engineer, McLean County, IL

Money Creek Road District

Date: _____

ATTEST

Mr. Matt Sorensen, Board Chairman

Date: _____

Peggy Ann Milton, McLean County Clerk

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

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

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

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

Project No. 4700.00

Date March 7, 2008

Secured By DPB

CLIENT INFORMATION

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

PROJECT DATA

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

INVOICING INFORMATION

Fee Basis *Current Schedule of Hourly Rates and Expenses attached
 Hourly Rates and Expenses in effect at time services are performed \$ _____ not to exceed limit estimate

Lump Sum \$ _____ including expenses plus expenses

Other: _____

Invoices to be submitted: Monthly Upon Completion Other _____

Special Instruction/Information Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.

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

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

AUTHORIZATION

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY:	DATE	BY:	DATE
David P. Brown	03/07/2008	Matt Sorensen, Chmn., McLean Co. Board	
(Signature)		(Signature)	

PROJECT AGREEMENT TERMS AND CONDITIONS

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

AMENDMENTS

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

COMPENSATION FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

TIME OF PAYMENT

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

LATE PAYMENT

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

LEGAL EXPENSE

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

LIMITATION OF LIABILITY

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

AUTHORITY AND RESPONSIBILITY

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

TERMINATION

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

REUSE OF DOCUMENTS

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

ESTIMATES OF COST

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

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Consulting Engineers & Land Surveyors

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

Effective January 1, 2008

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Chief Engineer	\$140.00
Project Manager	\$125.00
Project Engineer	\$105.00
Senior Design Engineer	\$ 90.00
Design Engineer	\$ 75.00
Professional Land Surveyor	\$105.00
Senior Engineering Technician	\$ 80.00
Engineering Technician	\$ 60.00
Clerical	\$ 50.00
Geologist	\$100.00
Surveyor	\$ 80.00
Party Chief	\$ 70.00
Instrument Man	\$ 55.00
Rodman	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.50/mile
CADD	15.00/hour
GPS Equipment (2-hour minimum)	150.00/hour