

Local Agency Macoupin County Highway Dept	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Hampton, Lenzini & Renwick, Inc.
County Macoupin		Address 3085 Stevenson Drive, Suite 201
Section 13-00097-00-BR		City Springfield
Project No. BRS-0734()		State IL
Job No. D-		Zip Code 62703
Contact Name/Phone/E-mail Address Mr. Tom Reinhart 217-854-6416 Tom.Reinhart@Macoupincountyil.gov		Contact Name/Phone/E-mail Address Mr. Steven Megginson 217-546-3400 swmegginson@hrlreng.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 Sawyer Hills Road/ CH 26 Route FAS 734 Length 0.2 mi Structure No. 059-3008Ex
Termini 0.3 mi west of Sawyer Hills; Station 18+00 to 24+00 and Station 35+00 to 45+00 crossing Big Branch Creek

Description Phase I & II of bridge and culvert improvement project including the Project Development Report, preliminary and final designs and preparation of final plans, specifications and estimates. Cost Estimate Consultant Services: Bridge Section \$40,411.58, Culvert Section \$35,428.02, Total Contract \$75,839.61

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 365 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:
- 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 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.



**Macoupin County Highway Department
Improvement of FAS 734 Bridge & Culvert
Section 13-00097-00-BR
Preliminary and Final Engineering**

Scope of Work

I. INTRODUCTION

The Macoupin County Highway Department intends to improve a bridge and a culvert structure along the Sawyerville Cutoff, near Sawyerville in Macoupin County. The section includes a pipe culvert and a single span bridge that are in need of structural and safety improvements. The culvert is a 90" CMP, 163 ft long under 25 ft fill. SN 059-3008, is a two-lane, single-span, PPC deck beam bridge. The bridge carries FAS 734/ Sawyerville Cutoff over Big Branch Creek. This bridge superstructure and pipe culvert have each deteriorated in condition to a point needing structural, hydraulic, and geometric improvements. The roadway section is on tangent horizontal and rolling vertical alignment.

The purpose of the project is to improve the noted deficiencies in the bridge structure, pipe culvert and roadway alignments. As part of this project, the scope of work will include determination of economical proposed bridge and culvert improvements. The goal will be to develop a bridge and culvert design that allows efficient construction, minimizes environmental impacts and makes the most efficient use of available funding.

II. SCOPE OF SERVICES

The project limits include SN 059-3008 and the existing roadway approach alignment – approximately 1000 feet in each direction. The existing bridge will be evaluated for a superstructure replacement or a complete replacement with approach guardrail and shoulder improvements. The culvert will be evaluated for an insertion liner or a concrete box culvert replacement. All improvements will be constructed on the existing horizontal and vertical alignments.

HLR will provide Phase I and Phase II design services for this project. The design of the project will require additional right-of-way and/or easements. The design will make every effort to minimize environmental and ROW impacts to streams and adjacent properties.

Survey & Data Collection

HLR will review the project-related data and court house records provided by Macoupin County. A topographic and land survey of the project limits will be completed, including the existing and proposed roadway alignments, the existing bridge and culvert, and the hydraulic survey of the Big Branch Creek and adjacent land and section lines.

HLR, Inc. will plot the survey develop a DTM, format the plan & profile and cross section sheets using Geopak and Microstation.

HLR will develop right of plats and deeds for land acquisition.



Hydraulic & Drainage Design

HLR will conduct a field review of the site, and then create an existing conditions hydraulic model. This model will be used to create existing (baseline) conditions and to model the hydraulics of alternate existing and proposed configurations for the bridge and culvert sites. It is anticipated that two bridge design alternatives will be evaluated.

A Scour Evaluation will be completed for SN 3008, including recommended riprap countermeasures. HLR will also develop a preliminary plan for the localized drainage along the roadway approaches. HLR will develop and prepare the Preliminary Bridge Design and Hydraulic Report in the IDOT BLR format. Results will be summarized in the IDOT Waterway Information Table, coordinating this effort with Macoupin County.

Geotechnical Analysis

Two structural borings will be completed by Reynolds Drilling Inc. at the culvert site. The borings will be taken on the proposed alignment, near the proposed culvert location. HLR will coordinate this work with Macoupin County and the Geotechnical subcontractor and review of the results of the borings.

Preliminary Bridge Design

A Bridge Condition Report will be developed for each structure. The sufficiency rating for SN 059-3008 is below 50, but rehabilitation is a feasible alternate as the substructure is in good condition and the footings are pile supported. Scour does not appear to be a problem at this location. An abbreviated BCR will be developed for the culvert, outlining the current conditions and recommendations for improvement.

The BCR will develop a preliminary superstructure design for the bridge, including the type, span and construction depth of the superstructure members. The bridge superstructure is anticipated to be a single span RC slab. HLR will prepare the Type, Size and Location (TS&L) plan sheets for the recommended bridge design.

Environmental Permit Coordination

HLR will prepare and submit the Environmental Survey Request and the Wetland Impact Evaluation forms to IDOT. The IDNR-ECOCAT review indicates there are no protected species found in Big Branch Creek. The NWI maps indicate no mapped wetlands within the project limits. IDOT BD&E will complete cultural, biological and wetland resource reviews. HLR will prepare the Joint Application to obtain a permit from the Corps of Engineers.

HLR will provide wetland permitting assistance for any impacts by the project to delineated wetlands or Waters of the US, if required. HLR will develop a preliminary design that will minimize impacts to Big Branch Creek and therefore possible mitigation requirements.

The NWI maps indicate no mapped wetlands within the project limits. However, the final delineation will be done by IHNS. HLR will evaluate the feasibility of alternatives for wetland mitigation, if required. The options include the purchase of wetland bank credits or the design and construction of a wetland site. A recommendation will be developed and provided to Macoupin County for approval.



The cost of implementation of these options cannot be accurately determined at this time and are not included in this scope. Preparation of a detailed wetland mitigation site design and related permitting are not included in this contract.

Project Development Report

HLR will prepare a project development report (PDR) presenting the project’s engineering and environmental analyses, design considerations and recommendations. The PDR will be prepared in the current IDOT BLR format and will include an estimate of cost for the recommended improvements, along with exhibits and documentation required to obtain design approval by IDOT.

Structure Plans

HLR will prepare final structure plans and specifications for the improvement as per the preliminary bridge design and hydraulic report. The contract plans will be signed and certified by a Licensed Structural Engineer in Illinois.

Roadway Design

HLR will prepare the final design and develop plans for the horizontal alignment, profile and cross sections of the proposed roadway, bridge cones and side roads. The design will be shown on plan and profile sheet exhibits in the PDR and contract plans.

Traffic Management Plan

The contract plans will be prepared so that the existing roadway is closed to traffic during construction. A detour plan can be provided if necessary. Temporary access will be maintained to the existing roadway and entrances.

Regulatory Agency Coordination

HLR will coordinate project activities with the Macoupin County Highway Department, IDOT and Subconsultants. HLR will conduct a review meeting to discuss the preliminary project design before submittal of the Project Development Report. The prefinal design plans will be reviewed with Macoupin County before submittal to IDOT. HLR also anticipates an IDOT/FHWA coordination meeting at IDOT D6. An onsite meeting may be required with the Corps of Engineers to review any wetland impacts or mitigation.

Quality Assurance / Quality Control

HLR will conduct independent QAQC reviews to ensure that the final design and contract plans meet the approval of Macoupin County and the policy guidelines of IDOT. QA/QC reviewers include:

Michael Berry, P.E., S.E.
Michael Cima, P.E., S.E.

Preliminary Design and Project Development Report
Final contract plans

Project Team

The following team will be used for this project:

Project Manager
Survey & R.O.W. docs
Phase I & Hydraulic Engr.
Structural Engineer

Steven Megginson, P.E., S.E.
Jeni Lyon, PLS
Joe Frazee, P.E.
Scott Shoup, P.E., S.E.



Highway Engineer
Geotechnical Engineer

Lou Stauder, P.E.
Reynolds Drilling

Project Schedule

NOTICE TO PROCEED	June 1, 2013
Topo & Hydraulic Surveys	June, 2013
Complete BCR & Prel Brg Design & Hydr Rpt	August 1, 2013
Submit and Coordinate Environmental Survey	Aug – December, 2013
Complete PDR	February 2014
Complete Preliminary Plans	March, 2014
ROW acquisition complete	March 2014
Submit Final Plans, Specs & Estimates	April, 2014
CONSTRUCTION LETTING	June, 2014

EXHIBIT A

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.

EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

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

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Steven W. Megginson
Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

1/25/2013
Date

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

DF-824-039
REV 12/04

FIRM
PSB
PRIME/SUPPLEMENT

Hampton, Lenzini & Renwick, Inc.
Macoupin Co Sec 13-00097-00-BR
Prime

OVERHEAD RATE
COMPLEXITY FACTOR

1.4676
0

DATE 01/24/13

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
Field Survey-Bridge	67	2,085.83	3,061.16		746.31				5,893.30	7.77%
Field Survey-Culvert	49	1,565.35	2,297.31		560.09				4,422.75	5.83%
BCR & PBDHR-Bridge	45	1,480.77	2,173.18		529.82				4,183.78	5.52%
BCR & PBDHR-Culvert	45	1,480.77	2,173.18		529.82	4,200.00			8,383.78	11.05%
Permits & PDR-Bridge	36	1,068.85	1,568.64		382.44	2,500.00			5,519.92	7.28%
Permits & PDR-Culvert	36	1,068.85	1,568.64		382.44	2,500.00			5,519.92	7.28%
Roadway Plans-Bridge	104	3,341.84	4,904.48		1,195.72				9,442.03	12.45%
Roadway Plans-Culvert	58	1,866.01	2,738.56		667.66				5,272.23	6.95%
Structure Plans-Bridge	85	2,995.61	4,396.36		1,071.84				8,463.80	11.16%
Structure Plans-Culvert	55	1,741.55	2,555.91		623.13				4,920.59	6.49%
Final Plans/Ph III Bridge	34	1,170.15	1,717.31		418.68				3,306.15	4.36%
Final Plans/Ph III Culvert	34	1,170.15	1,717.31		418.68				3,306.15	4.36%
Right-of-Way Plats-Bridge	34	1,115.81	1,637.56		399.24	450.00			3,602.60	4.75%
Right-of-Way Plats-Culvert	34	1,115.81	1,637.56		399.24	450.00			3,602.60	4.75%
Subconsultant DL					0.00					
TOTALS	716	23,267.35	34,147.16	0.00	8,325.10	10,100.00	0.00	0.00	75,839.61	100.00%

DBE 0.00%

BRIDGE ITEMS	405	13,258.85	19,458.69		4,744.04	2,950.00			40,411.58	53.29%
CULVERT ITEMS	311	10,008.49	14,688.47		3,581.06	7,150.00			35,428.02	46.71%
	716	\$23,267.35	\$34,147.16	\$0.00	\$8,325.10	\$10,100.00	\$0.00	\$0.00	\$75,839.61	100.00%

PREPARED BY THE AGREEMENTS UNIT

Printed 1/24/2013 8:36 PM

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
PSB Macoupin Co Sec 13-00097-00-BR
PRIME/SUPPLEMENT Prime

DATE 01/24/13

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Field Survey-Bridge			Field Survey-Culvert			BCR & PBDHR-Bridge			BCR & PBDHR-Culvert			Permits & PDR-Bridge		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
PRINCIPAL	58.94	4	0.56%	0.33	2	2.99%	1.76	2	4.08%	2.41									
ENGINEER SPECIALIST	52.35	0																	
ENGINEER 9	50.22	50	6.98%	3.51	6	8.96%	4.50	6	12.24%	6.15	4	8.89%	4.46	4	8.89%	4.46			
ENGINEER 8	47.80	24	3.35%	1.60													2	5.56%	2.66
ENGINEER 7	44.93	0																	
ENGINEER 6	40.71	80	11.17%	4.55															
ENGINEER 5	36.40	140	19.55%	7.12							25	55.56%	20.22	25	55.56%	20.22	15	41.67%	15.17
ENGINEER 4	34.94	0																	
ENGINEER 3	28.50	0																	
ENGINEER 2	26.64	28	3.91%	1.04															
ENGINEER 1	24.33	72	10.06%	2.45	24	35.82%	8.72	16	32.65%	7.94	6	13.33%	3.24	6	13.33%	3.24	10	27.78%	6.76
TECHNICIAN 7	35.81	70	9.78%	3.50	24	35.82%	12.83	16	32.65%	11.69									
TECHNICIAN 6	30.42	0																	
TECHNICIAN 5	29.36	0																	
TECHNICIAN 4	25.19	184	25.70%	6.47															
TECHNICIAN 3	23.20	0																	
TECHNICIAN 2	19.69	46	6.42%	1.26	10	14.93%	2.94	8	16.33%	3.21	6	13.33%	2.62	6	13.33%	2.62	8	22.22%	4.37
TECHNICIAN 1	11.98	0																	
CLERICAL 2	26.44	18	2.51%	0.66	1	1.49%	0.39	1	2.04%	0.54	4	8.89%	2.35	4	8.89%	2.35	1	2.78%	0.73
CLERICAL 1	17.50	0																	
ACCOUNTING	28.49	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		716	100%	\$32.50	67	100.00%	\$31.13	49	100%	\$31.95	45	100%	\$32.91	45	100%	\$32.91	36	100%	\$29.69

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
PSB Macoupin Co Sec 13-00097-00-BR
PRIME/SUPPLEMENT Prime

DATE 01/24/13

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permits & PDR-Culvert			Roadway Plans-Bridge			Roadway Plans-Culvert			Structure Plans-Bridge			Structure Plans-Culvert			Final Plans/Ph III Bridge		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	58.94																		
ENGINEER SPECIALIST	52.35																		
ENGINEER 9	50.22										6	7.06%	3.55	4	7.27%	3.65	6	17.65%	8.86
ENGINEER 8	47.80	2	5.56%	2.66	12	11.54%	5.51	8	13.79%	6.59									
ENGINEER 7	44.93																		
ENGINEER 6	40.71										45	52.94%	21.55	15	27.27%	11.10	10	29.41%	11.97
ENGINEER 5	36.40	15	41.67%	15.17	40	38.46%	14.00	20	34.48%	12.55									
ENGINEER 4	34.94																		
ENGINEER 3	28.50																		
ENGINEER 2	26.64										4	4.71%	1.25	16	29.09%	7.75	4	11.76%	3.13
ENGINEER 1	24.33	10	27.78%	6.76															
TECHNICIAN 7	35.81																		
TECHNICIAN 6	30.42																		
TECHNICIAN 5	29.36																		
TECHNICIAN 4	25.19				50	48.08%	12.11	30	51.72%	13.03	30	35.29%	8.89	20	36.36%	9.16	12	35.29%	8.89
TECHNICIAN 3	23.20																		
TECHNICIAN 2	19.69	8	22.22%	4.37															
TECHNICIAN 1	11.98																		
CLERICAL 2	26.44	1	2.78%	0.73	2	1.92%	0.51										2	5.88%	1.56
CLERICAL 1	17.50																		
ACCOUNTING	28.49																		
TOTALS		36	100%	\$29.69	104	100%	\$32.13	58	100%	\$32.17	85	100%	\$35.24	55	100%	\$31.66	34	100%	\$34.42

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
PSB Macoupin Co Sec 13-00097-00-BR
PRIME/SUPPLEMENT Prime

DATE 01/24/13

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permits & PDR-Culvert			Roadway Plans-Bridge			Roadway Plans-Culvert			Structure Plans-Bridge			Structure Plans-Culvert			Final Plans/Ph III Bridge		
		Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg	Hours	% Part.	Wgt Avg
PRINCIPAL	58.94																		
ENGINEER SPECIALIST	52.35																		
ENGINEER 9	50.22										6	7.06%	3.55	4	7.27%	3.65	6	17.65%	8.86
ENGINEER 8	47.80	2	5.56%	2.66	12	11.54%	5.51	8	13.79%	6.59									
ENGINEER 7	44.93																		
ENGINEER 6	40.71										45	52.94%	21.55	15	27.27%	11.10	10	29.41%	11.97
ENGINEER 5	36.40	15	41.67%	15.17	40	38.46%	14.00	20	34.48%	12.55									
ENGINEER 4	34.94																		
ENGINEER 3	28.50																		
ENGINEER 2	26.64										4	4.71%	1.25	16	29.09%	7.75	4	11.76%	3.13
ENGINEER 1	24.33	10	27.78%	6.76															
TECHNICIAN 7	35.81																		
TECHNICIAN 6	30.42																		
TECHNICIAN 5	29.36																		
TECHNICIAN 4	25.19				50	48.08%	12.11	30	51.72%	13.03	30	35.29%	8.89	20	36.36%	9.16	12	35.29%	8.89
TECHNICIAN 3	23.20																		
TECHNICIAN 2	19.69	8	22.22%	4.37															
TECHNICIAN 1	11.98																		
CLERICAL 2	26.44	1	2.78%	0.73	2	1.92%	0.51										2	5.88%	1.56
CLERICAL 1	17.50																		
ACCOUNTING	28.49																		
TOTALS		36	100%	\$29.69	104	100%	\$32.13	58	100%	\$32.17	85	100%	\$35.24	55	100%	\$31.66	34	100%	\$34.42



Hampton, Lenzini and Renwick, Inc.

Route: FAS 734 / Sawyerville Cutoff

Section No.: 13-00097-00-BR

Project No.: BRS-0734()

Job No.:

Type of Funding: Surface Transportation Rural

Existing Structure No.: 059-3008

Summary of Direct Costs

<u>Title Work</u>	<u>Quantity</u>		<u>Unit Cost</u>	=	<u>Total Cost</u>
	4 each	X	\$ 225.000	=	\$ <u>900.00</u>
			Task Total		\$ 900.00
	each	X	\$ 1,039.00	=	\$ <u>-</u>
			Task Total		\$ -
Wetland Bank Credits	0.1 acre	X	\$50,000.00	=	\$ <u>5,000.00</u>
			Task Total		\$ 5,000.00
		X		=	\$ -
		X		=	\$ -
			Task Total		\$ -
<hr/>					
	Project Total Direct Costs				\$ 5,900.00

Reynolds Drilling Corp.

8172 East State Route 54
Riverton, IL 62561

Estimate

Date	Estimate #
1/4/2013	P12-287

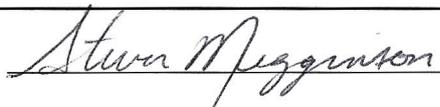
Name / Address
Hampton, Lenzini & Renwick, Inc. 3085 Stevenson Drive, Suite 201 Springfield, IL 62703

Terms	Project
Due on receipt	

Description	Qty	Cost	Total
Attn.: Mr. Steve Megginson, P.E. Macoupin County Bridge Borings. Two borings to 50 ft. on bridge near Sawyerville. Section No. 13-00097-00-BR			
Mobilization	1	500.00	500.00
per diem	2	125.00	250.00
Drilling with 4.25 ID Hollow Stem Augers	100	17.50	1,750.00
Split spoon sampling	40	17.50	700.00
Utility locate notification	1	50.00	50.00
Classification of soils, moisture contents and boring logs. /ft.	100	9.50	950.00
This quote assumes CLIENT will not require certain insurance requirements, "hold harmless" clauses, or other items which would affect the pricing included in this scope of services.			0.00
This quote assumes that all work will be carried out in full compliance with all federal, state, and local laws pertaining to the workers "right to know" and personal safety during the performance of site activities.			0.00
This quote does not include removal or disposal of drill cuttings / spoils, or water produced by the borings and /or wells.			0.00
Reynolds Drilling Corp. is not signatory to any collective bargaining agreements, and reserves the right to renegotiate any costs which are affected by disputes which might arise in this area, or to withdraw with full compensation for completed work if resolution is not accomplished within a reasonable period of time.			0.00
PAYMENT - Invoices for services are not on a reimbursable basis, are due and payable upon presentation and are delinquent after thirty (30) days. Interest at 1.5% per month will be assessed on delinquent invoices. In the event of termination prior to completion of work for any reason, Reynolds will be paid for services performed plus reasonable termination expenses. This clause survives the term of the agreement.			0.00
In the event the necessity should arise for Reynolds Drilling Corp. to place any claim in litigation, the undersigned agrees that said claim would be under the jurisdiction of the Circuit Court of Peoria County, State of Illinois, and further agrees that it is liable and agrees to pay the unpaid balance together with court costs incurred, plus collection costs and/or reasonable attorney fees.			0.00

Total

Phone #	Fax #
217-629-7860	217-629-7870

Signature 

Reynolds Drilling Corp.

8172 East State Route 54
Riverton, IL 62561

Estimate

Date	Estimate #
1/4/2013	P12-287

Name / Address
Hampton, Lenzini & Renwick, Inc. 3085 Stevenson Drive, Suite 201 Springfield, IL 62703

Terms	Project
Due on receipt	

Description	Qty	Cost	Total
In instances where actual quantities vary from those estimated, additions or deductions will be made to the final charges, in accordance with the unit rates.			0.00
Prices quoted in this schedule will be honored for 60 days from its date of issue.			0.00
If you have any questions concerning this quote, please do not hesitate to call.			0.00
If you find this estimate acceptable, please sign below and return to our office.			0.00
Total			\$4,200.00

Phone #	Fax #
217-629-7860	217-629-7870

Signature _____



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 23, 2012

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

David Hinkston
HAMPTON, LENZINI AND RENWICK, INC.
380 Shepard Drive
Elgin, IL 60123

Dear David Hinkston,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$18,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 146.76% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2012. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

SEFC PREQUALIFICATIONS FOR HAMPTON, LENZINI AND RENWICK, INC.

CATEGORY	STATUS
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Environmental Reports - Environmental Assessment	X
Structures - Highway: Advanced Typical	X
Special Studies - Safety	X
Highways - Freeways	X
Hydraulic Reports - Waterways: Typical	X
Special Services - Electrical Engineering	X
Environmental Reports - Environmental Impact Statement	A
Structures - Highway: Complex	A
Hydraulic Reports - Waterways: Complex	X
Special Services - Construction Inspection	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Lighting: Typical	A
Special Studies - Feasibility	X
Special Studies - Traffic Studies	X
Special Studies - Location Drainage	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Roads and Streets	X
Location Design Studies - Rehabilitation	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Special Studies - Traffic Signals	X
Hydraulic Reports - Pump Stations	X
Special Services - Surveying	X

X	PREQUALIFIED
A	YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.
P	PENDING FUTHER REVIEW
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
L	LOSS OF PREQUALIFICATION