



**CITY OF URBANA, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS**

**ADMINISTRATION**

**MEMORANDUM**

**TO: Mayor Laurel L. Prussing and Members of City Council**  
**FROM: William R. Gray, Public Works Director**  
**DATE: October 9, 2014**  
**RE: North Lincoln Avenue Typical Section Change Request**

In response to the discussion from the September 22<sup>nd</sup> Committee of the Whole meeting, attached please find a request by the City of Urbana to the Illinois Department of Transportation (IDOT) to alter the roadway typical section to include 6' hot-mix asphalt (HMA) shoulders on each side of the roadway. This request is motivated by the desire to immediately accommodate bicycle travel in each direction and provide connectivity to the proposed Olympian Drive improvements. This design change addresses the majority of council members' concerns and should not cause a project cost increase or substantial delay. The amount of right-of-way to be purchased is unchanged.

City staff has not received a response from IDOT on this request. The Mayor and Council will be informed upon receipt of a response.

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TO: Scott Lackey – IDOT

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FROM: Hanson Professional Services Inc.

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DATE: October 7, 2014

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SUBJECT: City of Urbana North Lincoln Avenue Typical Section Amendment  
Section 11-00334-01-EG

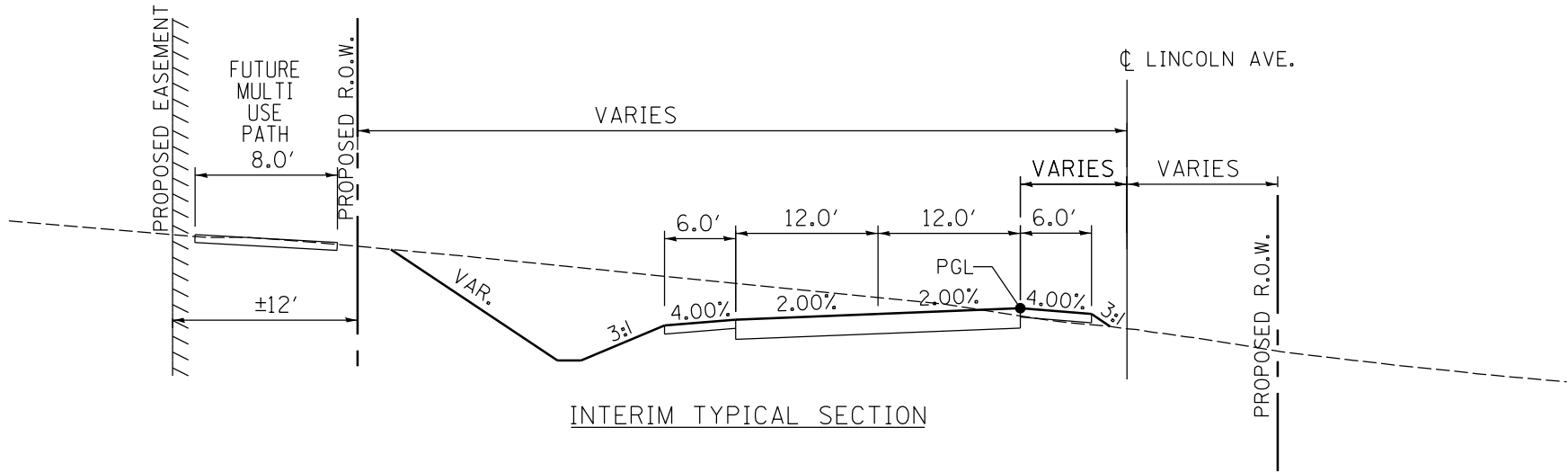
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The City of Urbana is proposing to revise the interim typical section to be used for the North Lincoln Avenue project between Saline Court and Olympian Drive.

The project report approved by the City of Urbana for North Lincoln Avenue included an interim typical section that included a curb and gutter on one side and a six foot shoulder on the other. This was proposed in order to build a portion of the ultimate typical section, which is a four lane curbed section with raised median. The shoulder on the outside was provided as two-way local roads policy requires 30 feet face to face of gutter and providing a gutter on each side would not meet this requirement in the interim two lane requirement.

After discussions with the Committee of the Whole of the Urbana City Council, it has been requested to review the inclusion of a six foot shoulder rather than a curb and gutter in the interim typical section, to better provide short term bicycle accommodations until the multi-use path can be constructed. The inclusion of two six foot shoulders meets BLRS design standards under figure 32-2B (as the interim roadway would be mostly rural until development occurs) and the six foot shoulders meets BDE bicycle policy for adequate facilities per figure 17-2.A.

Therefore, the City of Urbana requests that the interim typical section of North Lincoln Avenue be amended to include two six foot shoulders. An attached typical section is included which would replace the prior typical section.



INTERIM TYPICAL SECTION



INTERIM TYPICAL SECTION

NORTH LINCOLN AVENUE LOCATION STUDY  
 CHAMPAIGN COUNTY  
 URBANA, ILLINOIS



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the City Council  
**FROM:** William R. Gray, P.E.  
**DATE:** September 18, 2014  
**RE:** A Resolution Approving an Agreement for Engineering Services with Hanson Professional Services Inc. (North Lincoln Avenue Improvements)

### Introduction

Recently, the Illinois Department of Transportation (IDOT) approved the North Lincoln Avenue Location Design Report Supplement. The proposed \$3.6M improvement is one mile in length beginning at Saline Court and terminating at Olympian Drive. (The two-lane, and ultimately four-lane, planned alignments are shown on the attached maps.)

The next step in this project is to commence with final engineering design for this roadway. The consulting engineering firm, Hanson Professional Services Inc. has provided an engineering services agreement that outlines the scope of services and fees. The project design fees are \$222,438. Per a previously approved intergovernmental agreement with Champaign County, the county and the city share equally all expenses (\$111,219 each).

The proposed improvements include two twelve-foot wide travel lanes with curb and gutter and an inside shoulder six feet in width. The roadway will be built to accommodate a future eighteen-foot curbed center median and two additional travel lanes. Pedestrian and bicycle accommodations will be made in the future by using an eight-foot shared-use path along the entire length of the west side of the project improvements up to Olympian Drive. A public information meeting was held at the Urbana Civic Center on September 29, 2013 where project details were presented and comments were received.

### Fiscal Impact

The city share for these engineering services, allowing for some unforeseen expenses, are estimated to be no more than \$120,000 and will come from state Motor Fuel Taxes. Attached please find a MFT companion resolution that is required in order to use state MFT funds. These funds are budgeted in this fiscal year's budget.

### Recommendations

It is recommended that a Resolution Approving an Agreement for Engineering Services with Hanson Professional Services Inc. (North Lincoln Avenue Improvements) be approved. Also it is recommended that a Resolution for Improvement by Municipality Under the Illinois Highway Code (Lincoln Avenue–Saline Court to Olympian Drive) be approved.

RESOLUTION NO. 2014-09-047R

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES  
WITH HANSON PROFESSIONAL SERVICES INC.  
(North Lincoln Avenue Improvements)

WHEREAS, the City of Urbana, an Illinois municipal corporation, is a home rule entity pursuant to Article 7, § 6 of the Constitution of the State of Illinois and 65 ILCS 5/1-1-10; and

WHEREAS, the City of Urbana, Illinois has the authority to enter into and execute one or more agreements with such persons as is necessary to obtain consulting services; and

WHEREAS, the City of Urbana and Hanson Professional Services, Inc. seek to enter into and execute an engineering agreement which agreement is for engineering services necessary for improvements on Lincoln Avenue from Saline Court north to Olympian Drive in the City of Urbana and Champaign County, a copy of which agreement is appended to and incorporated into this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1. An Agreement for Engineering Services between the City of Urbana, Illinois, and Hanson Professional Services Inc., in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

## **Attachment A – Scope of Services**

### **Survey and Data Collection (Clark Dietz)**

- The North Lincoln Avenue Extension will include approximately 5,300 lineal feet long roadway right-of-way extending from the northerly end of existing North Lincoln Avenue construction at Saline Court to Olympian Drive to the north.
- Perform a centerline cross section survey at an interval of 100 feet along the proposed alignment of North Lincoln Avenue from Saline Court to Olympian Drive.
- Perform a Topographic-Site Survey of the last 250 feet of the existing North Lincoln Avenue north of Saline Court. This will include three (3) cross-sections of the existing street right-of-way.
- Perform cross-section topographic-site surveys of existing North Lincoln Avenue where proposed North Lincoln Avenue crosses, at intervals of 100 feet for 500 feet north and 500 feet south of the centerline of the proposed North Lincoln Avenue and along existing North Lincoln Avenue where the proposed alignment runs parallel to it. Cross-sections will extend 50 feet beyond the rights-of-way of existing North Lincoln Avenue. Survey crew will also obtain topographic and utility information at other critical points such as culverts, power poles, driveways, etc.
- Tree area boundaries will be acquired in the topo survey.
- Topographic-Site Survey will be drawn in Microstation. The electronic files will include the topo file, points only file, 3D triangles file, and ASCII points file.
- Show all utilities on the Topographic-Site Survey based upon information provided by the corresponding utility companies.
- Set the locations of soil borings performed by Midwest Engineering and Testing, Inc.
- Utilize and establish horizontal and vertical control monuments along the proposed alignment of North Lincoln Avenue. Utilize the City of Urbana vertical and horizontal control datums. The horizontal datum will be NAD 83 (1997) Illinois State Plane Coordinate System, East Zone. The vertical datum will be North American Vertical Datum of 1988.
- Negotiate with landowners for access authorization to perform surveying services.

### **Boundary Survey and Data Collection (Clark Dietz)**

- The North Lincoln Avenue Extension will include approximately 5,300 lineal feet long roadway right-of-way extending from the northerly end of existing North Lincoln Avenue construction at Saline Court to Olympian Drive to the north and will cross an estimated (6) properties.
- Prepare rights-of-way plats and descriptions for the estimated six (6) properties along the proposed North Lincoln Avenue alignment. Also obtain title search data from these estimated six (6) properties. Review any special municipal agreements, zoning documents, pre-annexation documents which are provided to us for information which may affect the rights-of-way documents. Plats and legal descriptions will be in standard IDOT format.
- All rights-of-way documents will be prepared in accordance with the City of Urbana, Champaign County, and Illinois Department of Transportation standards.
- Submit an estimated six (6) separate right-of-way plats and corresponding description for the properties along the proposed North Lincoln Avenue extension.

## **Attachment A – Scope of Services**

### **Property Appraisal (Whitsitt)**

- Appraise an estimated 6 parcels using IDOT form # BRW-742, or similar IDOT formats as applicable for the parcels. These reports would be completed following Department of Transportation Guidelines.

### **Property Appraisal Review (Webster)**

- Appraise review for an estimated 6 parcels using IDOT forms similar IDOT formats as applicable for the parcels. These reports would be completed following Department of Transportation Guidelines.

### **Geotechnical (MET)**

- The proposed project will include an approximate 5,300 ft. long extension of North Lincoln Avenue from Saline Court to Olympian Drive. The proposed alignment is located in an area comprised primarily of relatively level agricultural cropland. The new alignment will be designed for two pavements separated by a median, but it is anticipated that only one pavement will initially be built.
- The guidelines outlined in the IDOT Geotechnical Manual, Section 1.2., for the number and depth of borings required for the project have been estimated and are shown below:
  - Roadway alignment (5,300 ft. length) 20 borings to 6 ft. depth
  - Box Culvert Two borings to 25 ft. depth
- The borings will be performed with a truck-mounted drilling rig using hollow-stem auger. Soil samples will be obtained by split-barrel sampling techniques in accordance with ASHTO T 206. Samples will be collected at 2.5 ft. intervals through a depth of 30 ft. and at 5 ft. intervals, thereafter. Groundwater level observations will be noted during the drilling activities and in the open boreholes upon completion.
- The natural moisture content will be determined on all samples and unconfined compressive strength (Rimac) testing and dry density determination will be performed on all intact cohesive samples. Select samples will be tested for particle size analysis, plasticity index, Illinois Bearing Ratio and moisture density relationship.
- The results of the subsurface exploration and laboratory testing will be presented in written reports prepared by a professional engineer as follows:
  - Roadway Geotechnical Report for the pavement structure following IDOT geotechnical report guidelines.
- The reports will include boring logs in IDOT format and discussions of site geology and pedology, sampling techniques, laboratory testing methods, and the subsurface conditions encountered.
- No cost for crop damage has been included for any geotechnical work.

### **Environmental Coordination**

- Tree Replacement construction documents will be prepared for mitigation of 1.5 acres of proposed tree removal and removal of 160 ornamental trees, and incorporated into the project plans. Potential tree replacement locations include an area east of the proposed crossing of the unnamed tributary to East Branch Drainage Ditch, adjacent areas to the proposed Olympian Drive Extension from Apollo Drive to proposed North Lincoln Avenue, and local park district property.
- An application will be prepared for a Champaign County Floodplain Development Permit and submitted to the Champaign County Department of Planning and Zoning. It is assumed that the project is authorized under the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Statewide Permit No. 2, and will not require an application to IDNR/OWR. A memorandum will be prepared for the file to

## **Attachment A – Scope of Services**

document that the project complies with the terms and conditions of Statewide Permit No. 2.

- The location of jurisdictional wetlands and stipulations for the contractor to avoid them will be identified on the project plans.
- A Section 404 permit application will be prepared and submitted to the U.S. Army Corps of Engineers, Louisville District for authorization under Nationwide Permit No. 14 – Linear Transportation Projects for the proposed crossing of the unnamed tributary to the Saline Branch Drainage Ditch. It is assumed that an individual Section 404 permit and individual Section 401 Water Quality Certification from the Illinois Environmental Protection Agency will not be required.

### **Roadway Design**

- Preliminary sheet creation and design information will be developed to identify the major design features of the proposed roadway including geometric and bench mark elevation control, develop proposed typical sections for the future four lane / current two lane paving section and verify design criteria for the vertical and horizontal alignments based on Location Study Supplement.
- A pavement design for North Lincoln Avenue will be prepared and submitted to District 5 for review and approval. It is estimated that concrete pavement will be used for North Lincoln Avenue based on the recent local construction sections.
- After the establishment of the design criteria, vertical and horizontal design for the proposed alignment will be prepared and reviewed.
- Preliminary plan and profile sheets will be prepared and existing topographic information included in preparation for geometric layout for the proposed roadway.
- Geometric layout of the typical sections in plan view will be completed using the horizontal alignment as the basis for design.
- Existing profiles will be developed from the topographic mapping.
- Cross sections will be developed at a 100' spacing to determine estimated impacts to adjacent landowners and estimated right-of-way requirements. Existing ground cross sections will be prepared from the existing topographic elevation data. Proposed cross section criteria will be developed based on the typical sections. Ditch grading criteria spreadsheets will be developed and special and standard ditch locations identified.
- Preliminary design for construction staging, drainage profiles, striping, signing, entrances, detention, field tile impacts, erosion control, entrances will be reviewed during horizontal, vertical and geometric layout.
- An estimated list of quantities will be developed to identify the major items of work anticipated for the project.
- Preliminary plans showing existing condition information and basic geometric layout will be prepared for submittal to the City for review and for review by utility companies.
- Utility locations will be based on information provided by the utility companies.

### **Drainage Design**

- Drainage design for North Lincoln Avenue will include ditch profile layout, capacity analysis, culvert design including hydrologic determination of drainage area, culvert outlet protection criteria and storm sewer design for curbed sections.



## **Attachment A – Scope of Services**

### **Pre-Final Plans**

- A field check will be used to identify any design or utility adjustments necessary in the plans. After the field plan check, adjustments, as necessary will be made to the design. Utility companies will be sent early plansets for coordination of their facilities.
- The pre-final plan set will include the applicable sheets identified in the IDOT BDE manual for plan preparation for the project scope of work. Identified items of work include Summary of Quantities, Typical Sections, Schedule of Quantities, Alignment, Ties and Benchmarks, Plan/Profile Sheets, Construction Staging/Traffic Control, Erosion and Sediment Control Sheets, Drainage and Utility Sheets, Intersection Details, Pavement Marking/Signing Details, Drainage Details, Miscellaneous Details and Cross Sections.
- Quantity computations will be prepared and included in Schedules of Quantities as appropriate and summarize in a Summary of Quantities.
- Estimates of Time and Cost will be prepared based on controlling items of work and recent IDOT bid tab average unit prices.
- Project special provisions will be prepared detailing any project specific special pay items. IDOT Recurring Special Provisions, Local Roads Special Provisions and BDE Special Provision Checksheets will be included and the applicable specials included as part of the special provision package.
- The pre-final planset will be prepared assuming the project will be included on a State letting.
- Any utility company not responding to previous early plan submittals will be re-sent a set of prefinal plans for review.

### **Final Plans**

- Final plan preparation will include reviewing and documenting the pre-final plan comments and disposing of the comments in preparation for final submittal. An internal comment review meeting will be held to disseminate comments across disciplines and to coordination resolution.
- Plan, quantity and specification revisions will be made based on the pre-final comments and the construction documents prepared to be submitted for a final submittal.
- A final submittal will be submitted to District 5 for inclusion on an identified state letting.
- Questions about the planset during bidding will be documented and reported to the District for determination of resolution of the questions.

### **Administrative Management**

- Administrative management for the project will include documenting the budget and time occurred for the project, preparing period ending progress reports and invoices, holding internal project progress and coordination meetings and coordinating work and budgets with subconsultants.

### **Status Meetings**

- Meetings included in the scope of this project include attendance at meetings with the County and City (assume 3) to discuss the project.



PREPARED ON: 8/15/2014

TASK	PRIN	P MGR	P ENG	ENG	JR ENG	SR TECH	TECH	CLER	TOTAL
<b>Roadway Design</b>									
Cover Sheet						2			2
Index and general notes			2	2			2		6
Geometric controls			4				2		6
Bench marks			2				2		4
Tabulate pay items			2	2			4		8
Drainage schedule			2				4		6
Existing typical sections			2	2			2		6
Develop typical sections			4	8			8		20
Pavement design			4	4				2	10
Set alignments			2	4			4		10
Set profiles			2	8			4		14
Plan and profile sheets (1"=50') (6 sheets)			6	8			12		26
Intersection details			2	8			8		18
Traffic control plans			2	8			4		14
Select traffic control standards				2					2
Set construction limits				4			4		8
Finalize right-of-way requirements				4			4		8
Ditch profiles			2	8			8		18
Entrances			2	4			4		10
Erosion control plan				8			4		12
Striping			2	8			4		14
Signing			2	8			4		14
Field tile details							2		2
Miscellaneous details				4	8		4		16
Cut existing cross sections							12		12
Set templates			4				12		16
Develop corridor model files							12		12
Input special ditches				6			4		10
Input right-of-way				4			4		8
Culvert cross sections				8			8		16
Entrance cross section				2			4		6
Stage construction lines				4			2		6
Cross section sheets			4	12			16		32
Set up schedules				8			8		16
Set up summary				4			4		8
Special provisions			4	12				2	18
Forward plans to utility companies				2			2	2	6
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>									
			60	170		184	4	2	420
<b>Drainage Design</b>									
Culvert Plans (Assume 6 to be sized)			16	30	24	16			86
Ditch Profile Design			2		8	8			18
Riprap Outlet Protection			2		6				8
Miscellaneous Design (Grading Plans, detailing)			3		8	4			15
Storm Sewer Area Determination			16		8	4			28
Inlet Spacing Calculation			4		16	8			28
Develop Storm Sewer Schedules			8		4	16			28
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>									
			51	30	74	56			211
<b>Pre-Final Plans</b>									
Field check				8		8			16
Respond to field check and preliminary plan review			4	8				2	14
Input utility company information			2			4			6
Cover Sheet						4			4
Index and general notes			2	2		2			6
Drainage schedule				4		4			8
Finalize typical sections			2	8		8			18
Plan and profile sheets (1"=50')			2	8		12			22
Traffic control plans			2	2		2			6
Select traffic control standards			2						2
Intersection details (1"=20')			2	4		8			14
Pavement marking plans				4		4			8
Signing			4			8			12
Entrances				2		4			6
Erosion control plan				4		4			8
Miscellaneous details			4	8		4			16
Finalize templates			4	8					12



PREPARED ON: 8/15/2014

TASK	PRIN	P MGR	P ENG	ENG	JR ENG	SR TECH	TECH	CLER	TOTAL
Finalize special ditches				4					4
Finalize right-of-way				2			2		4
Culvert cross sections				4			2		6
Entrance cross section				2					2
Stage construction lines				2					4
Adjust cross sections			2	16	8				26
Compute quantities			4	16		24	4		48
Schedules			4	8		16	4		32
Summary			2	8		8	4		22
Special provisions			8					4	12
Estimate of time			4	8					12
Estimate of cost			8	8					16
Print and submit for review			4			8			12
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>			66	148	8	138	12	6	378
<b>Final Plans</b>									
Review meeting		8	8			8			24
Respond to review comments		2	8	4		8		2	24
Finalize PS&E			8	16		16	8		48
Final submittal			4			8			12
Bidding Questions			4		8				12
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>		10	32	20	8	40	8	2	120
<b>Environmental Coordination</b>									
Tree replacement plan		2	8			4			14
Prepare Floodplain Development Permit & Statewide Permit No. 2 documentation		4	8	8		12		2	34
Jurisdictional wetland protection in plans		2	4			4			10
Nationwide Section 404 permit application		2	8	8		8		2	28
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>		10	28	16		28		4	86
<b>Project Management</b>									
Administrative set up	4							2	6
Invoices and billing		2						4	6
Scope of work reviews		2						2	4
Progress and schedule control		2						2	4
Internal coordination meetings		2		4		4		4	14
Contract administration	4							4	8
Documentation				4				2	6
Subconsultant coordination		4							4
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>	8	12		8		4		20	52
<b>Status meetings and coordination</b>									
Meetings with County and Cities (assume 3)			9	9				1	19
Response to information requests	2		2	4				2	10
Minutes			2	4				2	8
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>	2		13	17				5	37
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>									
<b>SUBTOTAL HOURS PER PERSON PER TASK</b>									





HANSON PROFESSIONAL SERVICES INC.  
 PROJECT HOURLY RATES  
 NORTH LINCOLN AVENUE  
 SALINE COURT TO OLYMPIAN DRIVE  
 HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014

		PRIN	PROJ MGR	PROJ ENG	ENGINEER	JR ENGINEER	SR TECH	TECH	CLER	TOTAL
	<b>TASK</b>	\$ 70.00	\$ 64.44	\$ 45.78	\$ 33.63	\$ 26.39	\$ 35.73	\$ 27.92	\$ 26.10	
1	Roadway Design	\$ -	\$ -	\$ 2,747	\$ 5,717	\$ -	\$ 6,574	\$ 112	\$ 52	\$ 15,150
2	Drainage Design	\$ -	\$ -	\$ 2,335	\$ 1,009	\$ 1,953	\$ 2,001	\$ -	\$ -	\$ 7,298
3	Pre-Final Plans	\$ -	\$ -	\$ 3,022	\$ 4,977	\$ 211	\$ 4,931	\$ 335	\$ 157	\$ 13,476
4	Final Plans	\$ -	\$ 644	\$ 1,465	\$ 673	\$ 211	\$ 1,429	\$ 223	\$ 52	\$ 4,646
5	Environmental Coordination	\$ -	\$ 644	\$ 1,282	\$ 538	\$ -	\$ 1,000	\$ -	\$ 104	\$ 3,465
6	Project Management	\$ 560	\$ 773	\$ -	\$ 269	\$ -	\$ 143	\$ -	\$ 522	\$ 1,745
7	Status meetings and coordination	\$ 140	\$ -	\$ 595	\$ 572	\$ -	\$ -	\$ -	\$ 131	\$ 1,307
8										
9	Clark Dietz (Survey & Plats)									
10	Whitsitt and Associates (Appraisal)									
11	Midwest Engineering Associates (Geotechnical)									
12	James H. Webster & Associates, Ltd. (Appraisal Review)									
13	Crop Damage Estimate									
14										
15										
	<b>TOTAL</b>	\$ 700	\$ 2,062	\$ 11,446	\$ 13,754	\$ 2,375	\$ 16,079	\$ 670	\$ 1,018	\$ 47,086

HANSON PROFESSIONAL SERVICES INC.  
 COST ESTIMATE OF CONSULTANT SERVICES  
 NORTH LINCOLN AVENUE  
 SALINE COURT TO OLYMPIAN DRIVE  
 HANSON NO. 14L0106



Engineering | Architecture | Planning | Allied Services

PREPARED ON: 8/15/2014  
 HANSON OVERHEAD FACTOR = 1.7301  
 COMPLEXITY FACTOR =

**TOTAL PROJECT ESTIMATE OF COST**

	TASK	HOURS	LABOR	OVERHEAD	IN-HOUSE DIRECT COSTS	OUTSIDE DIRECT COSTS	FEE	TOTAL	%
1	Roadway Design	420	\$ 15,150	\$ 26,211	\$ -	\$ 75	\$ 5,997	\$ 47,434	21%
2	Drainage Design	211	\$ 7,298	\$ 12,625	\$ -	\$ 15	\$ 2,889	\$ 22,827	10%
3	Pre-Final Plans	378	\$ 13,476	\$ 23,315	\$ 112	\$ 600	\$ 5,351	\$ 42,853	19%
4	Final Plans	120	\$ 4,646	\$ 8,038	\$ -	\$ 600	\$ 1,839	\$ 15,122	7%
5	Environmental Coordination	86	\$ 3,465	\$ 5,995	\$ -	\$ 75	\$ 1,372	\$ 10,906	5%
6	Project Management	52	\$ 1,745	\$ 3,019	\$ -	\$ 38	\$ 691	\$ 5,493	2%
7	Status meetings and coordination	37	\$ 1,307	\$ 2,261	\$ 336	\$ 38	\$ 566	\$ 4,508	2%
8									
9	Clark Dietz (Survey & Plats)		\$ -	\$ -	\$ -	\$ 45,725	\$ -	\$ 45,725	21%
10	Whitsitt and Associates (Appraisal)		\$ -	\$ -	\$ -	\$ 9,600	\$ -	\$ 9,600	4%
11	Midwest Engineering Associates (Geotechnical)		\$ -	\$ -	\$ -	\$ 9,970	\$ -	\$ 9,970	4%
12	James H. Webster & Associates, Ltd. (Appraisal Review)		\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	3%
13	Crop Damage Estimate		\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000	1%
14			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>TOTAL</b>	<b>1304</b>	<b>\$ 47,086</b>	<b>\$ 81,464</b>	<b>\$ 448</b>	<b>\$ 74,735</b>	<b>\$ 18,705</b>	<b>\$ 222,438</b>	<b>100.00%</b>

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## General Conditions

**Hanson Agreement:** C14L0106

**Agreement Date:** 8/18/14

**Project Name:** North Lincoln Avenue

**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. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. 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 reports, 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 there from. 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. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

**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. 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. Suspension of Services:** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.



**7. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

**8. Contingency Fund:** The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

**9. Additional Limitation:** In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services

rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

**10. Personal Liability:** It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

**11. Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**12. Statutes of Repose and Limitation:** All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

**13. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and

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HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

**22. Severability:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**23. Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**24. Entire Agreement:** This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

**25. 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.

**26. Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.



PROPOSED OLYMPIAN DRIVE

JUDY HEIMBURGER

MARGARET ERLANDSON  
CHARLES GRIERSON

SQUIRE FARMS

SQUIRE FARMS

SHIRLEY SQUIRE

CAROL DISON

DAVID AND GAYLE  
WICKAY

LARRY CORUM

NORTH LINCOLN AVENUE

SHIRLEY SQUIRE

BILL COPE AND MARY KALANTZIS

SALINE BRANCH

SQUIRE FARMS

POTENTIAL TREE  
MITIGATION AREA

LARRY CORUM

HAROLD AND JANET  
SCHARLAU

JOSEPH BEHRENDTS

WILLIAM GAYER

MACC CAPITOL HOLDINGS LLC  
COMPENSATORY  
STORAGE AREA

MACC CAPITOL HOLDINGS LLC

SALINE COURT

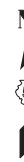
REPUBLIC SERVICES

GEORGE SHAPLAND

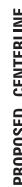







NORTH LINCOLN AVENUE

EAST OAKS ROAD

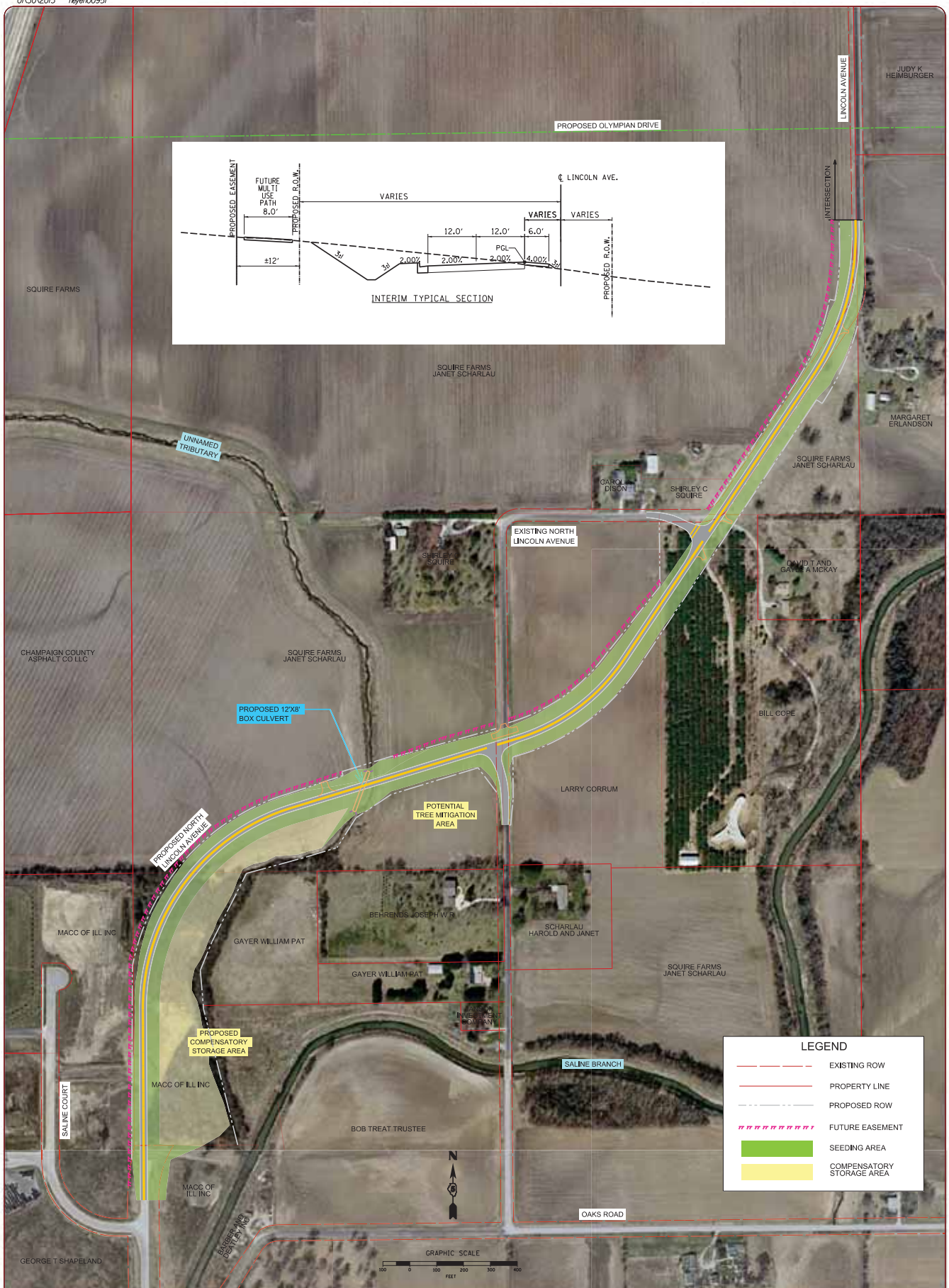
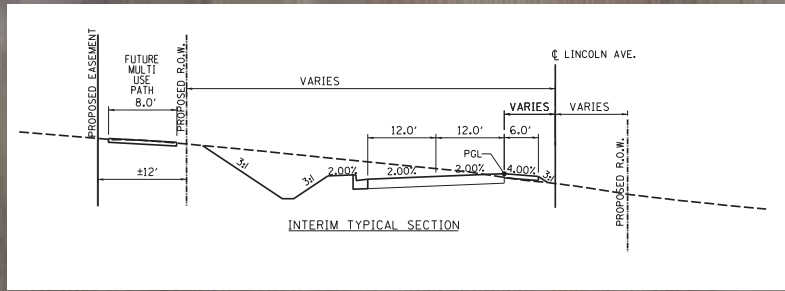
LEGEND

-  PROPOSED CENTERLINE
  -  EXISTING R.O.W.
  -  PROPOSED R.O.W.
  -  PROPOSED EASEMENT
  -  PARCEL BOUNDARY
  -  100 YEAR FLOODPLAIN
  -  PROPOSED ROADWAY
  -  WETLANDS
- GRAPHIC SCALE  
100 0 100 200  
FEET

LEGEND

-  PROPOSED CENTERLINE
  -  EXISTING R.O.W.
  -  PROPOSED R.O.W.
  -  PROPOSED EASEMENT
  -  PARCEL BOUNDARY
  -  100 YEAR FLOODPLAIN
  -  PROPOSED ROADWAY
  -  WETLANDS
- GRAPHIC SCALE  
100 0 100 200  
FEET





**LEGEND**

- EXISTING ROW
- PROPERTY LINE
- PROPOSED ROW
- FUTURE EASEMENT
- SEEDING AREA
- COMPENSATORY STORAGE AREA

**LINCOLN AVENUE IMPROVEMENTS (SALINE COURT TO OLYMPIAN DRIVE)**

**HANSON**  
 Hanson Professional Services Inc.  
 525 South Sixth Street  
 Springfield, Illinois 62763-2886  
 Offices Nationwide

Version No. 1010147  
 Drawing Project/Imag 21a  
 Scale 150ft  
 Date 4/4/2012

LAYOUT	
DRAWN	
REVIEWED	



DATE	REVISION

Sheet 1 of 1 sheets