

**CITY OF LINCOLN**  
**REGULAR COMMITTEE OF THE WHOLE MEETING**  
**AGENDA**  
**DECEMBER 26, 2018**  
**CITY HALL COUNCIL CHAMBERS**  
**7:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Participation**
- 4. Chris Graue – Dock Dogs Sponsorship**
- 5. Sponsorship for 2019 John Welsh Memorial Basketball Tournament**
- 6. Approval of 2019 Health Alliance Medicare Supplement Benefits**
- 7. Lincoln College Pedestrian Safety and Lighting Improvements Proposal**
- 8. New Commercial Structure Rate**
- 9. Amending the City of Lincoln’s Liquor Regulations**
- 10. Design changes being requested by properties owners for 5<sup>th</sup> Street Project**
- 11. Announcements**
- 12. Possible Executive Session**
- 13. Adjournment**
- 14. Upcoming Meetings:**
  - City Council: Monday, January 7, 2019 at 7:00pm
  - Committee of the Whole: Tuesday, January 15, 2019 at 7:00pm



Up in Smoke on the Square  
C/O K of C #1250  
217 Limit Street Lincoln, IL 62656 www.lincolnbbq.com

CITY CLERK  
LINCOLN, ILLINOIS

DEC 07 2018

RECEIVED

November 30, 2018

City of Lincoln  
Attn: Seth Goodman  
700 Broadway  
Lincoln, IL 62656

Dear Seth,

As 2019 approaches, we'd like to think back about the success we had this past year. The 8th annual installment of "Up in Smoke on the Square" was once again an outstanding event. We attracted BBQ competitors from all over to downtown Lincoln to compete for the second highest purse in Illinois (second only to "Praise the Lard" held in Murphysboro, IL that has been held for 31 consecutive years). Along with Backyard competition and the Kids Q, the third annual Friday Night Steak Competition continues to grow and give our competitors and locals alike more choices to compete and be downtown.

We are excited to inform you that our event will be held on May 31st and June 1st this year. In 2019 our goals are centered on fine tuning the process to make our event even better than the last several years. We plan to host 40 teams or more for the KCBS competition, and continue to grow the "Backyard" competition which will allow more local teams to compete at a more modest level than the full KCBS level. We plan on growing our competition each year but want to keep it interesting and changing as well. Thanks for your support in 2018; we look forward to working with you again in 2019.

One of the key elements we must plan early and begin advertising to the teams is our purse. We plan to start advertising very soon to give the teams plenty of time to make their plans to attend. We hope you are planning to return as a **Dock Dogs sponsor this year at a level of \$4000.**

To make things as easy for you as possible, we have included a self-addressed, stamped post card with this letter that we would like for you to mail back to us by January 15, 2019 indicating your commitment as a sponsor for this year's contest. We will send out an invoice on April 1, 2019 with payment being due by May 1, 2019. The invoice will provide different payment options.

Please understand that you are doing us a huge favor by mailing the postcard back to us and we appreciate your timely response.

Sincerely,

"Up in Smoke On The Square"  
Wade Kaesebier 309-275-2964  
David Kaesebier 217-737-1957

DEC 13 2018

RECEIVED



*Lincoln Jr. High School*  
*208 Broadway Street ♦ Lincoln, IL 62656*  
*www.lincolnjhs.com*

December, 2018

To Whom It May Concern:

We are once again making preparations for the upcoming 2019 John Welsh Memorial Basketball Tournament. The tournament is played at several different courts throughout the community including the Lincoln Recreational Center, schools in District #27, Lincoln High School, West Lincoln-Broadwell, Lincoln College, Zion Lutheran, Carroll Catholic, and Chester-East Lincoln. Last February, we once again had a 172 different teams (grades 3<sup>rd</sup> through 8<sup>th</sup> boys and girls) compete throughout the weekend. Teams travel from around the state as well as from Indiana, Missouri, Iowa, Wisconsin, and even Alabama. Many of the teams stay in our local hotels and frequent our businesses throughout the weekend.

The money raised benefits not only for Lincoln Jr. High School, but organizations at Lincoln College, the REC, Zion, Carroll Catholic, Lincoln High School, and the WLB Sports Booster Club as well. This year's tournament will also help pay for many of our field trips throughout the school year, upgrading our technology throughout our building, and the remodel of Ralph Gale Field. We are once again excited about hosting this tournament and greatly appreciate the support we have had from local businesses the past ten years.

Please take a minute to read over the enclosed sponsorship form on the back of this sheet. Any support that you can give would be greatly appreciated. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Michael Workman'.

Michael Workman

*Michael Workman, Principal*

*Phone: 217-732-3535 ♦ Fax: 217-732-2685*

# Trojan Basketball Tournament

2019

Feb. 23rd & Feb. 24th



- \*10 Courts
- \*170+ Teams in 2018
- \*Over 5,000 people

This tournament has benefitted the following organizations:  
Lincoln Jr. High Athletics,  
Lincoln Jr. High PTO,  
Washington-Monroe PTO,  
Lincoln High School Band  
Boosters, Lincoln Rec. Center,  
Zion Lutheran, WLB, Kiwanis, and  
many others.

**Tournament Sponsor**                      **\$300**

- \* Business name printed on all gym manager and staff sweatshirts throughout the tournament weekend.
- \* Announced as a sponsor throughout the week of the tournament on 96.3.
- \* Banner hung at every gym with business listed as a sponsor.
- \* Business name printed in the sponsorship sections of our flyer.

**Court Sponsor**                                      **\$150**

- \* Banner hung at every gym with business listed as a sponsor.
- \* Business name printed in the sponsorship section of our flyer.

**Sponsor**    **\$50**

- \* Business name printed in the sponsorship section of our flyer.

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**Amount Donated:** \$ \_\_\_\_\_

**Name to appear on promotional items:**

\_\_\_\_\_

**Make checks payable to.... LINCOLN JR. HIGH SPORTS**

**Mail to:**     *Lincoln Jr. High Sports*  
                  *208 Broadway*  
                  *Lincoln, IL 62656*

# 2019 Health Alliance Medicare Supplement Benefits



Group: City Of Lincoln  
 County: LOGAN

Age	Plan A Premium	Plan F Premium	Plan N Premium
<65	\$186	\$310	\$221
65	\$88	\$146	\$104
66	\$93	\$155	\$110
67	\$101	\$169	\$120
68	\$106	\$177	\$126
69	\$117	\$194	\$138
70	\$124	\$207	\$147
71	\$131	\$218	\$155
72	\$139	\$231	\$164
73	\$146	\$244	\$173
74	\$152	\$254	\$181
75	\$165	\$275	\$195
76	\$173	\$289	\$205
77	\$180	\$299	\$213
78	\$186	\$310	\$219
79	\$191	\$318	\$226
80	\$193	\$322	\$229
81	\$200	\$333	\$236
82	\$203	\$338	\$240
83	\$206	\$343	\$244
84	\$211	\$353	\$250
85+	\$230	\$382	\$272

Acceptance: please initial and date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker Name \_\_\_\_\_ Agency \_\_\_\_\_

Medicare Supplement plans are offered in Illinois licensed counties only. Plans are available to residents of Cook, DuPage, Kane, Lake, McHenry and Will counties, but at Chicago-area rates (not shown). Chicago-area rates are available upon request.

Please see last page for Medicare eligibility rules.

Rates are valid 2/1/2019-12/31/2019

# 2019 Benefit Highlights

## Group Medicare Supplement Plan N



Services/Benefits	Health Alliance Pays	Member Pays
<b>Medicare (Part A) Hospital Services</b>		
<b>Hospitalization</b>		
• First 60 days	\$1,364 Part A deductible	\$0
• Days 61 through 90	\$341 per day	\$0
• 91 <sup>st</sup> day and after while using 60 lifetime reserve days	\$682 per day	\$0
• Additional 365 days (after lifetime days are used)	100% of Medicare-eligible expenses	\$0**
• Beyond 365 days	\$0	All costs
<b>Skilled Nursing Facility</b>		
• First 20 days	\$0	\$0
• Days 21 through 100	Up to \$170.50 per day	\$0
• Day 101 and after	\$0	All costs
<b>Blood</b>		
• First three pints	Cost of three pints	\$0
• Additional pints	\$0	\$0
<b>Hospice Care</b>	Medicare copayment/coinsurance	\$0
<b>Medicare (Part B) Medical Services</b>		
<b>Medical Expenses</b>		
• First \$185 of Medicare-approved amounts*	\$0	\$185 Part B deductible*
• Remainder of Medicare-approved amounts	Remaining balance other than up to \$20 per office visit and \$50 per emergency room visit	Up to \$20 per office visit and up to \$50 per emergency room visit
<b>Part B Excess Charges (above Medicare-approved amounts)</b>	\$0	All costs
<b>Blood</b>		
• First three pints	All costs	\$0
• Next \$185 of Medicare-approved amounts*	\$0	\$185 Part B deductible*
• Remainder of Medicare-approved amounts	20%	\$0
<b>Clinical Laboratory Services or Tests for Diagnostic Services</b>	\$0	\$0

Services/Benefits	Health Alliance Pays	Member Pays
<b>Medicare (Parts A and B) Services</b>		
<b>Home Health Care</b>		
<ul style="list-style-type: none"> <li>• Medically necessary services and medical supplies</li> </ul>	\$0	\$0
<ul style="list-style-type: none"> <li>• Durable medical equipment</li> </ul>		
<ul style="list-style-type: none"> <li>○ First \$185 of Medicare-approved amounts*</li> </ul>	\$0	\$185 Part B deductible*
<ul style="list-style-type: none"> <li>○ Remainder of Medicare-approved amounts</li> </ul>	20%	\$0
<b>Other Benefits Not Covered by Medicare</b>		
<b>Foreign Travel Not Covered by Medicare</b>		
<ul style="list-style-type: none"> <li>• First \$250</li> </ul>	\$0	\$250
<ul style="list-style-type: none"> <li>• Remainder of charges</li> </ul>	80% to a lifetime maximum of \$50,000	20% and amount over the lifetime maximum of \$50,000

**\*\*NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

\*Once you have been billed \$185 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B deductible will have been met for the calendar year.

This is a summary of benefits. For more information, please call Health Alliance Medicare Services at 1-877-933-0028.

grp-grpmssobplnN19-1118



**Medicare Eligibility Rules**

The following are requirements for Medicare Primary rates (19 or less employees):

1. Member must be at least 65 years of age
2. Member must have elected Medicare Part A & B
3. Member can be retired OR actively working
4. Group must offer retiree coverage

The following are requirements for Medicare Primary rates (20 or more employees):

1. Member must be at least 65 years of age
2. Member must have elected Medicare Part A & B
3. Member must be retired
4. Group must offer retiree coverage





LINCOLN STREET DEPARTMENT  
LINCOLN STREET DEPARTMENT

Lincoln Municipal Services Building  
313 Limit St. Lincoln, IL 62656  
streetsdept@lincoln.il.gov  
(217) 732-4655

November 5, 2018

**Lincoln College Pedestrian Safety and Lighting Improvements Proposal**

The City of Lincoln Street Department respectfully submits the following proposal for upgrades at no or minimal cost to Lincoln College to improve pedestrian safety and lighting on the campus of Lincoln College along N. Ottawa St. Once the City Council approves these upgrades the Street Department staff will complete upgrades as time and resources allow, but no later than December 2020. Weather will also have an impact on when work can begin. It is understood that Lincoln College will phase in and pay for LED lighting on all of its 28 poles, particularly noting the two poles in front of Heritage South.

- Upgrade all signage to meet or exceed MUTCD standards in size and reflectivity. This includes speed limit, advanced crosswalk warning and crosswalk signs.
- Add crosswalk Warning signs at all existing crosswalks.
- Add speed limit warning signs North and South of campus.

The first three upgrades could begin upon approval as long as ground conditions will allow the installation of sign post.

- Expand the width of existing crosswalk pavement markings to 15' at the Meyer-Evans Student Center and Carroll/Heritage South Residential Halls. Repaint other crosswalks.
- Expand the width of existing crosswalks near the Bookstore, and between the Library and Olin Sang.

Spring of 2019

- Make numerous sidewalk repairs along Ottawa St, East and West side of St.

Summer of 2019

- Install additional Lighting through campus along Ottawa St.
  - Add a 100 W LED St. /Light to the utility pole south of the alley along Ottawa between Burlington and Davenport, due to the close proximity to a resident's hall.
  - Install pole and 400 W LED St. /Light near book store along Ottawa St.

- Install pole and 400 W LED St. /Light at the Northeast corner of Ottawa and Davenport.
- Install 400 W LED St. / Light on existing pole by driveway at Lincoln Center.
- Upon evaluation by Ameren add additional lighting by Olin Sang/TV Station as there are numerous poles available.
- Extend sidewalk from Heritage North (West side of N. Ottawa) to potentially the driveway of the Lincoln Center.
- Repair/replace sidewalk and gutters on the East side of Nicholson in front of Lynx Village.

Once upgrades are approved a request will be made to Ameren to move forward with lighting upgrades. Scheduling and completion will be at their discretion.

**NEW COMMERCIAL STRUCTURE**

Usage	Base Rate	Usage	Usage Rate
			Tier 2
Up to 6,000	\$35.00	-	
6,001- 100,000	\$35.00	\$0.40	
>100,000	\$35.00		\$0.29

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**New Institutional Structure**

Usage	Base Rate	Usage Rate	Usage Rate
		Tier 1	Tier 2
Up to 4,000 gallons	\$35.00	-	
4,001 – 1,000,000	\$35.00	\$0.40	
>1,000,000	\$35.00		\$0.34

Both structures have 2 tiers.

Commercial has a base rate of \$35 up 6,000 used. Any usage between 6,000 and 100,000 gallons gets charged at \$0.40/100 gallons (or per unit). Any usage above 100,000 gallons gets charged at \$0.29/100 gallons (or per unit).

Example: if a business uses 200,000 gallons per month, the charge would be:

\$35 for the first 6,000 gallons= \$35

\$0.40/100 gallons for 6,000-100,000 (or 94,000 gallons) =  $940 \times .4 = \$376$


\$0.29/100 gallons for 100,000-200,000 (or 100,000 gallons) =  $100 \times .29 = \$290$

Total bill of =  $\$35 + \$376 + \$290 = \$701$  for the month

Institutional rates are basically the same, with different brackets. The base rate is \$35 and includes 4,000 gallons. Any usage between 4,000 and 1,000,000 get charged at \$0.40/100 gallons (or per unit). Any usage above 1,000,000 gallons gets charged at \$0.34/100 gallons (or per unit).

### Rate Comparison

Gallons Used	Current Billing Structure	New Billing Structure
<b>Commercial Rate</b>		
75,000	\$250.31	\$311.00
450,000	\$1,365.31	\$1,426.00
<b>Institutional Rate</b>		
1,500,000	\$4,487.31	\$5,575.00

Local Public Agency City of Lincoln	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Amendment 5 to Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Hanson Professional Services, Inc.
County Logan				Address 1525 South Sixth Street
Section 98-00081-00-PV				City Springfield
Project No. HPP-1391 (003)				State Illinois
Job No. C-96-300-12				Zip Code 62703
Contact Name/Phone/E-mail Address Beth Kavelman 217-732-2122 bkavelman@lilncolnil.gov				Contact Name/Phone/E-mail Address Julie Shipp 217-747-9275 ishipp@hanson-inc.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA 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 Fifth Street Roadway Improvements      Rout FAS 569/FAU 7708      Length 8400 ft      Structure No. N/A  
Termini Lincoln Parkway (FAP 5) to Interstate 55 (FAI 55)

Description: Hanson Professional Services Inc. (Hanson) has been requested to complete additional work for the PE II and right-of-way documents by request and as a result of new information. The additional tasks to be completed are detailed below. Additional compensation has been added to accommodate the work being completed by the subcontractor and consultant. This agreement amends the original agreement between the LA and ENGINEER dated May 15, 2006 and approved by the DEPARTMENT on July 28, 2006.

#### 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 LPA 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 LPA or STATE.
3. To complete the services herein described within \_\_\_\_\_ calendar days from the date of the Notice to Proceed from the LPA, 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 LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- 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,
  - 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
  - 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.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - 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,
  - 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
  - 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 LPA.
11. To submit all invoices to the LPA 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 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 LPA 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 LPA 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.

Scope of Services to be Completed:

Planning:

- Field Visits – Assuming 6 parcels
- Entrance and Property Impacts – assuming 13 parcels

Plan Production:

- Add and modify entrances: potentially 5-6 properties
- Grading modification: potentially 3 properties
- Mailbox relocation: Coordinate with Post Office on relocation of on-street mailboxes
- Septic field on north side (road side) of properties – design considerations for 2 parcels
- Water Main Accommodations: relocation of storm sewer east of culvert crossing to avoid conflict with water main
- International Paper Company – enclose open ditches along west side of property with closed drainage system. Reduce right-of-way taking and present new offer with design changes.
- Railroad Agreement – Coordination to finalize agreement with railroad and negotiation terms to be included in the plans.
- Need to coordinate relocation of power pole that is currently in RR ROW.
- Add two tree removals to plans.

Status and Coordination Meetings:

- City Council Meetings/Workshops – assuming 4
- Public Hearing in Lincoln, IL
- Meetings between Consultant and Client – assuming 2
- Field Visits 2018 - assuming 3

Final Submittals:

- Additional submittal prior to final for Local Roads review.
- Provide disposition of comments from review along with updated plans.

Subconsultant Services:

Title Commitment Acquisition:

- Obtain ten (10) additional title commitments

Plat Updates and Additions:

- Four (4) plat updates
- Two (2) name changes

Set Property Corners:

- Rate increases to budget and mobilization costs

**II. THE LPA 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 LPA, 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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.).
  5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA 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 LPA 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 LPA 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 LPA 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 LPA. 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 LPA 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 LPA, 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 LPA 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 LPA 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 LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (a) abide by the terms of the statement; and
      - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - b. Establishing a drug free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) Any available drug counseling, rehabilitation and employee assistance program; and
    - (4) The penalties that may be imposed upon an employee for drug violations.
  - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
  - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.

11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc. – Original Agreement	37-0844717	\$344,999.61
Hanson Professional Services Inc. – Supplement 1	37-0844717	\$76,528.71
Hanson Professional Services Inc. – Supplement 2	37-0844717	\$0.00
Hanson Professional Services Inc. – Supplement 3	37-0844717	\$79,112.20
Hanson Professional Services Inc. – Supplement 4	37-0844717	\$4,237.09
Hanson Professional Services Inc. – Supplement 5	37-0844717	\$22,446.83

Sub-Consultants:	TIN Number	Agreement Amount
Prairie Engineers – Original Agreement		\$0.00
Prairie Engineers – Supplement 1		\$0.00
Prairie Engineers – Supplement 2		\$36,935
Prairie Engineers – Supplement 3		\$11,955
Prairie Engineers – Supplement 4		\$6,250
Prairie Engineers – Supplement 5		\$7,858.75
Sub-Consultant Total:		\$62,998.75
Prime Consultant Total:		\$527,324.44
Total for all Work:		\$590,323.19

Executed by the LPA:

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

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

ATTEST:

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

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

**EXHIBIT A**  
**Hansen Professional Services Inc.**  
**55th Street Road - Lincoln Parkway to Interstate 88**

2010	\$	55,03	\$	58,84	\$	31,24	\$	22,97	\$	28,90	\$	23,75	\$	22,14
2018	70	\$64.12	\$47.28	\$32.71	\$28.28	\$44.11	\$52.37	\$58.23						
2019	70	\$64.82	\$48.37	\$34.83	\$29.24	\$44.11	\$52.37	\$58.23						
		\$9.80	\$2.11	\$0.28	\$1.04									

Task #	Task Description	Totals		In House Direct Costs	Total \$	Other Direct Costs				New Hourly Rate	Total Hours	Pct. Man 70	Pct. Man 84.82	Pct. Eng 64.37	Engineer \$34.53	Technician \$28.94	Party Chief \$44.11	Inst. Man \$27.87	Classified \$38.71	
		Direct Labor	Services by Others			Message	ADD	Comput	Trk Comm											Other Survey
1	SUPPLEMENT B	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2	LAND ACQUISITION COORDINATION	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Field Visits with Engineer at Property Owner Request	494	-	70	564	70				\$ 48.37	10									
4	Determine Property Interest and Requests/Required Design Changes	298	-		298					\$ 48.37	6									
5	Field Investigations to Identify Previously Unknown Impacts	89	-		89					\$ 48.37	2									
6	Coordinate Corridor Limits and Terms of Settlement	89	-		89					\$ 48.37	2									
7	CONTRACT DOCUMENT UPDATES	887	-	70	1,067	70				\$ 48.37	22									
8	Update Right of Way Limits and Property Owner Notices	89	-		89					\$ 48.37	2									
9	Modify EIR/ISRS	395	-		395					\$ 48.37	8									
10	Review Drainage Design to Reduce Visual Mass Impacts	633	-		633					\$ 45.22	14									
11	Update Drainage Schedules	337	-		337					\$ 42.10	8									
12	Review EIR/ISRS Schedules	183	-		183					\$ 45.74	4									
13	Review EIR/ISRS Schedules	183	-		183					\$ 45.74	4									
14	Review Detail Sheets	49	-		49					\$ 48.37	1									
15	Plan V: Public Street	534	-		534					\$ 44.52	12									
16	Check Station	485	-		485					\$ 46.48	10									
17	Other Mobile Rehabilitation in Plan	49	-		49					\$ 48.37	1									
18	Quality Calculations	388	-		388					\$ 45.74	8									
19	Specifications and Approval Provisions	285	-		285					\$ 48.37	6									
20	Review with regulatory agency and City	89	-	35	124	35				\$ 48.37	2									
21	SUBTOTAL	3,890	-	35	3,726	35				\$ 46.42	89									
22	RAILROAD AND UTILITY COORDINATION	-	-	-	-	-				-	-	-	-	-	-	-	-	-	-	-
23	Finalize terms of Agreement with UPRR	119	-		119					\$ 50.88	2									
24	Coordinate EIR/ISRS and Refinements of Final Design with UPRR and Union	80	-		80					\$ 40.04	2									
25	SUBTOTAL	199	-		199					\$ 48.88	4									
26	ADMINISTRATIVE MANAGEMENT AND STATUS MEETINGS	-	-	-	-	-				-	-	-	-	-	-	-	-	-	-	-
27	Meetings with Client	858	-	105	964	105				\$ 48.37	18									
28	Meetings with Client	256	-	45	341	45				\$ 48.37	6									
29	Coordination with Client for Design Requests and Changes	89	-		89					\$ 48.37	2									
30	SUBTOTAL	1,186	-	150	1,336	150				\$ 48.37	24									
31	FINAL SUBMITTALS	-	-	-	-	-				-	-	-	-	-	-	-	-	-	-	-
32	DCI Progressed One Mile Journal Prior to Lifting	494.98	-		494.98					\$ 51.88	8									
33	Development of Drawings	238.22	-		238.22					\$ 48.37	5									
34	Publicity Preparation	228.19	-		228.19					\$ 48.37	4									
35	SUBTOTAL	961.39	-		961.39					\$ 51.88	16									
36	Total	7,081	-	356	7,308	356				\$ 46.42	145									
37	Complexity Factor (R)	1.7442	DL	OH	By Others	IHDC	Total													
38	Overhead Factor (OH)	2,842.91	\$	7,080.95	12,294.27	285.00	22,488.83			\$ 22.447										

**Supplemental Services to Complete Fifth Street Titlework and Plats**

**Title Commitment Acquisition:**

Obtain ten (10) additional title commitments –  $10 \times \$140/\text{each} + \$1,420.75 \text{ labor} = \mathbf{\$2,820.75}$

**Plat Updates and Additions:**

Four (4) plat updates and two (2) name changes –  $4 \text{ updates} \times \$750/\text{each} + 2 \text{ name changes} \times \$500/\text{each} = \mathbf{\$4,000}$

**Set Property Corners:**

Rate increases to budget and mobilization costs (no longer local) - **\$1,038**

**Total Supplement = \$7,858.75**