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RECEIVED

FEB 18 2010

**RESOLUTION TO APPROVE  
 THE EXECUTION OF A CONTRACT BETWEEN  
 HANSON PROFESSIONAL SERVICES INC. AND  
 THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION**

**Tim Palazzolo  
 SANGAMON COUNTY AUDITOR**


**WHEREAS**, the Springfield-Sangamon County Regional Planning Commission wishes to retain Hanson Professional Services Inc. to provide professional services in connection with a Freight and Economic Corridor Study;

**WHEREAS**, the Springfield-Sangamon County Regional Planning Commission will provide an amount not to exceed \$70,000 to Hanson Professional Services Inc. for services rendered;

**WHEREAS**, funding for this contract was included in the Springfield-Sangamon County Regional Planning Commission's approved FY-2010 Budget;

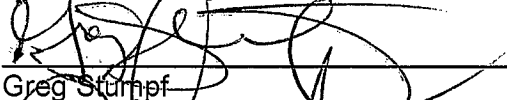
**NOW THEREFORE BE IT RESOLVED** that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and Hanson Professional Services Inc. is hereby approved.

**Finance Committee  
 02/23/2010**

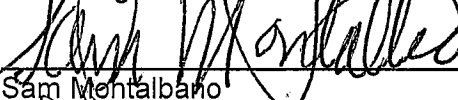
  
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 Andy Goleman, Chairman

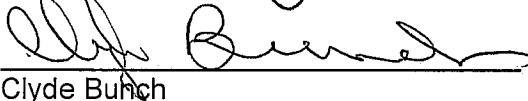
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 Tim Moore, Vice-Chairman

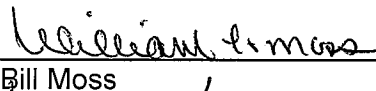
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 Rosemarie Long

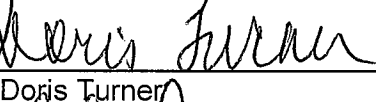
  
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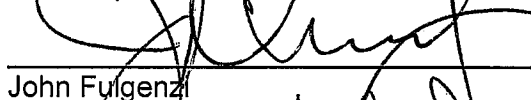
  
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 John Davsko

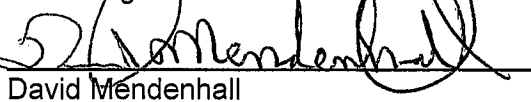
**Public Health, Safety & Zoning Committee  
 02/18/2010**

  
 \_\_\_\_\_  
 Tim Moore, Chairman

  
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 Abe Forsyth, Vice Chairman

  
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 Don Stephens

  
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 John Fulgenzi

  
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 David Mendenhall

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 Sam Snell

  
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 Greg Stumpf

  
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 Linda Douglas Williams

**FILED**

FEB 24 2010

  
 \_\_\_\_\_  
 Sangamon County Clerk

# Professional Services Agreement C10L0012

This Agreement is made this 5-11<sup>th</sup> day of February, 2010 between Springfield Sangamon County Regional Planning Commission, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Freight and Economic Corridor Study, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C-S) are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

**Hanson Professional Services Inc.**

**Springfield Sangamon County Regional  
Planning Commission**

By:   
Jeffery T. Ball

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

Title: Senior Vice President

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

Date: 02/11/10

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

# Professional Services Agreement C10L0012 Attachment A – Scope of Services

Agreement Date: February 5-11, 2010

Project: Freight and Economic Corridor Study

## Project Description:

This work is based on the following main objectives:

- A. Identify economic activity centers and key corridors to connecting economic activity centers within the Metropolitan Planning Area (MPA).
- B. Examine existing freight flows in the MPA to determine barriers to efficient freight movement and opportunities for logistics development in the region.

## Services:

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

1. Identify and review existing information. Existing information could include: land use plans, the Springfield Area Transportation Study (SATS) Long Range Transportation Plan (LRTP), the Illinois Department of Transportation (IDOT) LRTP, the SATS Travel Demand Model (TDM), GIS data, and other previous reports or studies related to rail, roadway, infrastructure master planning, etc.
2. Identify existing freight patterns affecting the MPA. This will be accomplished by reviewing publicly available data sources from the Freight Analysis Framework, the Commodity Flow Survey, and data or information incorporated into the IDOT LRTP or other similar documents identified in task 1 above.
3. Identify key corridors to connect economic activity centers (EAC) within the MPA. Identification of key corridors will be based on existing and anticipated traffic flows, basic capacity of roadways, accessibility to transit, pedestrian and bicycle facilities, and other modes, access and parking, anticipated development in and around the EACs, anticipated changes in land use and the transportation network, characteristics of the EACs and surrounding neighborhoods, anticipated customer base, etc.
4. Review existing and planned freight capability and facilities in the MPA. Existing facilities may will include rail, highways and truck routes, air freight capability, distribution centers, intermodal capabilities, and other logistics providers.
5. Identify potential opportunities and barriers within the MPA for freight and logistics development based on the information and data examined in tasks 1 through 4.
6. The following meetings are suggested during the course of the project.

- a. Kickoff meeting – Hanson will meet at Client office to establish common understanding about the project purpose and function, obtain available Client data and reports, and review communication procedures and schedule expectations.
- b. Progress meeting – Hanson will meet at Client office to review project progress and preliminary findings at approximately 75 percent project completion.
- c. Interim working meetings – it is anticipated that two to three informal meetings will be conducted during the course of the project in order for Hanson to work with Client staff regarding TDM scenarios and information gathering.

7. Deliverables

- a. Draft Project Report will be provided for Client review and comment. The submittal will include three ring-bound copies and electronic document in PDF format.
- b. Final Project Report will be provided at project conclusion and will include five bound copies and electronic document in PDF format.

8. Schedule

- a. It is anticipated that the project kickoff meeting will be conducted in early March 2010.
- b. The progress meeting will be conducted in early May 2010.
- c. The Draft Project Report will be delivered by May 24, 2010 with comments returned to Hanson by June 4.
- d. Final Report will be delivered by June 22, 2010.

The services described above include the following assumptions:

- (a) There are no more than eight economic activity centers within Sangamon County of interest to this study.
- (b) Hanson will be provided with available GIS data, maps, pertinent reports, previous studies, and other available Client or County information at no cost to Hanson. These data and information can be in electronic format.
- (c) Client will provide planning documents, mapping, and other materials or information Client possesses and deems pertinent to the scope of services within 30 days of notice to proceed.
- (d) Client staff will provide Hanson with current traffic volumes and any necessary future traffic volumes within the MPA from the SATS TDM.

Services specifically *excluded* from the scope of work are listed below. These and other services may be added to the scope of work based on mutual agreement, documentation in writing, and an equitable adjustment in fee.

- (a) Field surveys
- (b) Preliminary or Final Engineering
- (c) Opinions of Probable Construction Cost
- (d) Environmental surveys or investigations
- (e) Any work not specifically described above in items 1 through 8 as included in the scope of work.



# Professional Services Agreement

C10L0012

## Attachment B – Charges for Services

Agreement Date: February 5-11, 2010

Project: Freight and Economic Corridor Study

### Basis of Charges:

~~Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of a \$70,000.00 lump sum. Billings will be issued at least monthly, and will be based on the estimated percentage of the total Scope of Services that has been completed.~~

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made according to the attached schedule. "Basis of Payment: Consulting Services (Form #10 Rev. 0 mod)". Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of billing.

It is estimated the total cost to accomplish the Scope of Services for this project will be \$70,000.00. Hanson agrees not to exceed \$70,000.00 without prior authorization from the Client.

## General Conditions

**Hanson Agreement:** C10L0012

**Agreement Date:** February 5- 11, 2010

**Project Name:** Freight and Economic Corridor Study

*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. Deliverables produced and data collected pursuant to the agreement become the property of CLIENT upon completion of the project and payment in full of all monies due to HANSON. 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.

*5. General Liability Insurance and Limitation:* HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

*6. 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 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 its employees, 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, unless provision is required under the Illinois Freedom of Information Act or is otherwise legally required.

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 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



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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.

### BASIS OF PAYMENT CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. ENGINEER/ARCHITECT/SCIENTIST POSITIONS:

ENGINEER/ARCHITECT/SCIENTIST I.....	\$91.00
ENGINEER/ARCHITECT/SCIENTIST II.....	\$99.00
ENGINEER/ARCHITECT/SCIENTIST III.....	\$112.00
ENGINEER/ARCHITECT/SCIENTIST IV.....	\$122.00
ENGINEER/ARCHITECT/SCIENTIST V.....	\$131.00
ENGINEER/ARCHITECT/SCIENTIST VI.....	\$149.00
ENGINEER/ARCHITECT/SCIENTIST VII.....	\$178.00
ENGINEER/ARCHITECT/SCIENTIST VIII.....	\$208.00
PRINCIPAL.....	\$266.00

2. TECHNICAL POSITIONS:

AIDE.....	\$46.00
TECHNICIAN I.....	\$60.00
TECHNICIAN II.....	\$64.00
TECHNICIAN III.....	\$74.00
TECHNICIAN IV.....	\$82.00
TECHNICIAN V.....	\$92.00
TECHNICIAN VI.....	\$107.00
TECHNICIAN VII.....	\$113.00
MANAGER/DESIGNER.....	\$130.00

3. ADMINISTRATIVE:

ADMINISTRATIVE I.....	\$36.00
ADMINISTRATIVE II.....	\$50.00
ADMINISTRATIVE III.....	\$63.00
ADMINISTRATIVE IV.....	\$84.00
ADMINISTRATIVE V.....	\$101.00
ADMINISTRATIVE VI.....	\$113.00
ADMINISTRATIVE VII.....	\$149.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. ~~Charges for outside consultants and contractors will be at invoice cost plus 10 percent.~~

7. Use of computer-aided design, drafting, GIS stations and technical software will be charged at \$15.00 per hour.

8. All direct job expenses and materials other than normal office supplies will be charged at ~~cost plus 10 percent.~~

9. Mileage charges for automobile = 50 cents per mile. ~~Mileage charges for mobile lab or truck = 65 cents per mile.~~

~~Charges for vehicles that will remain assigned to a specific job will be \$60.00 per day or \$825.00 per month for automobiles, and \$65.00 per day or \$975.00 per month for mobile labs or trucks, plus the cost of fuel in lieu of mileage charges.~~

10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

11. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2011.

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