

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer

41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265



DATE: November 12, 2008
TO: Jean Weems
County Board Office
FROM: Linda Haines *Linda*
SUBJECT: November County Board

3 - Agreement between County of Kane and T. Y. Lin for Illinois Route 47
Corridor Planning Study with Document Vet Sheet

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the County Board Chairman sign, ~~send to County Clerk for signature~~
and seal, and then return to our office for further processing.

Thanks.

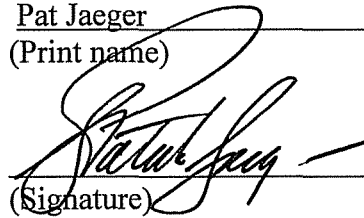
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Agreement with T. Y. Lin for Illinois Route 47 Corridor Planning
Study

Submitted by: Steve Coffinbargar

Date Submitted: September 30, 2008

Examined by: Pat Jaeger
(Print name)


(Signature)

October 15, 2008
(Date)

Comments: _____

Chairman signed: Yes No 11-20-08
(Date)

Document returned to: Co. Clerk

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
T.Y. LIN INTERNATIONAL FOR
ILLINOIS ROUTE 47 CORRIDOR PLANNING STUDY**

PURCHASE ORDER # _____

This AGREEMENT, made this 12th day of November 2008 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and T.Y. Lin International, an Illinois licensed professional engineering and planning firm, with offices at 200 South Wacker Drive, Suite 1400, Chicago, Illinois 60606 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, the COUNTY desires to conduct an Illinois Route 47 Corridor Planning Study (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform professional services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in corridor planning studies services and is willing to perform said services for the PROJECT for an amount not to exceed Two Hundred Seventy-Nine Thousand Nine Hundred Sixty-Four Dollars and Six Cents (\$279,964.06),

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

~~1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.~~

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"); following execution of this AGREEMENT by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the Kane County Engineer shall be required before any sub-consultants are hired by the CONSULTANT to perform any of the work.
- 4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.
- 5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

- 6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.
- 6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.
- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.
- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial

payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total AGREEMENT sum to ensure performance satisfactory to the Kane County Engineer.

6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Two Hundred Seventy-Nine Thousand Nine Hundred Sixty-Four Dollars and Six Cents (\$279,964.06).

7.0 DELIVERABLES.

7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.

7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

- A. Worker's Compensation Insurance in the statutory amounts.
- B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of ~~at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.~~
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall

include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

9.0 INDEMNIFICATION.

9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, ~~a sub-consultant, anyone directly or indirectly employed by~~ them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a

sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.

9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.

9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

~~12.0 OWNERSHIP OF DOCUMENTS.~~

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT'S obligation hereunder shall survive the termination of this AGREEMENT.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use

same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

B. Upon the 576th day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 576 calendar days during the periods from November 2008 to June 2010 as set forth on Exhibit A attached hereto).

15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. ~~The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this AGREEMENT.~~

15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.

15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend

the term of this AGREEMENT for a period of time up to but not exceeding one year.

16.0 TERMINATION ON WRITTEN NOTICE.

16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.

16.2 The COUNTY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT.

16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.

17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

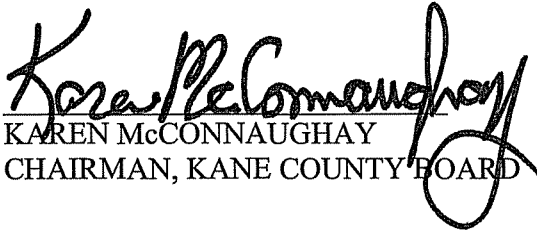
KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

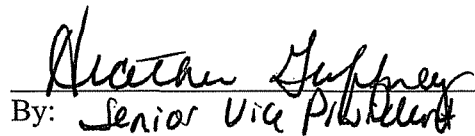
T.Y. LIN INTERNATIONAL
200 South Wacker Drive, Suite 1400
Chicago, IL 60606
Attn.: Ms. Heather Gaffney

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

T.Y. LIN INTERNATIONAL

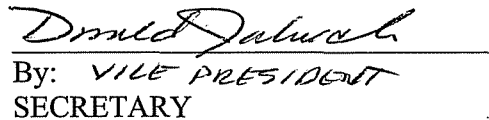

KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD


By: Senior Vice President

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK


By: VICE PRESIDENT
SECRETARY

(seal)

Exhibit "A"

detail services to be provided

Scope of Services
IL-47/2030 Healthy Corridor Study
Kane and McHenry Counties and City of Woodstock
October 15, 2008

Study Limits

- IL-47 Corridor from the Illinois/Wisconsin State Line to US 30 at the south end of Kane County.

Project Goal

- To provide a vision for IL-47 as a corridor of the future that provides for a healthy population and economy through the provision of sustainable land uses, safe complete/multi-modal street design, and the implementation of the 10 basic smart growth principles:
 - 1) Mixed land use
 - 2) Take advantage of compact-building design
 - 3) Create a range of housing opportunities and choices
 - 4) Create walkable neighborhoods
 - 5) Foster distinctive, attractive communities with a strong sense of place
 - 6) Preserve open space, farmland, natural beauty, and critical environmental areas
 - 7) Strengthen and direct development towards existing communities
 - 8) Provide a variety of transportation choices
 - 9) Make development decision predictable, fair and cost effective
 - 10) Encourage community and stakeholder collaboration in development decisions

Project Steering Committee

The project steering committee is composed of representative from Kane County, McHenry County and the City of Woodstock.

Project Team

The project team will be lead by T.Y. Lin International, Inc. (TYLI) and include Houseal Lavigne, LLC and SEC Group, Inc.

PHASE 1: Project Initiation, Coordination and Community Outreach

Purpose: To foster a stewardship for the Plan and the Corridor and participating communities as a whole. The planning process is designed to promote community involvement and encourage citizen participation.

Method: Most of the area in the IL-47 Corridor is under the jurisdiction of 10 municipalities: Hebron, Woodstock, Huntley, Hampshire, Pingree Grove, Lily Lake, Elburn and Sugar Grove. These municipalities are key participants in deciding the future of the Corridor and approving a Plan that integrates land use and transportation. Municipal participation will be encouraged throughout the planning process. This will include a partnership role in the community/public involvement process. Municipal involvement is seen as key to Corridor Plan adoption and implementation. Members of the Steering Committee will be invited to participate in the municipal meetings.

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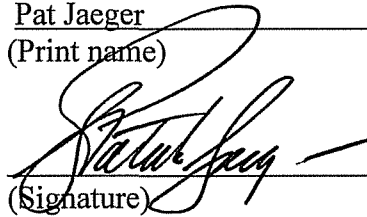
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Karen McConnaughay
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Name of Document: Agreement with T. Y. Lin for Illinois Route 47 Corridor Planning
Study

Submitted by: Steve Coffinbargar

Date Submitted: September 30, 2008

Examined by: Pat Jaeger
(Print name)


(Signature)

October 15, 2008
(Date)

Comments: _____

Chairman signed: Yes No 11-20-08
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9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a

sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

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- 10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago metropolitan area.

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- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

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- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT'S obligation hereunder shall survive the termination of this AGREEMENT.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use

same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

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13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

14.0 MODIFICATION OR AMENDMENT.

14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:

A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,

B. Upon the 576th day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 576 calendar days during the periods from November 2008 to June 2010 as set forth on Exhibit A attached hereto).

15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this AGREEMENT.

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the term of this AGREEMENT for a period of time up to but not exceeding one year.

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16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.

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16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.

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17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.

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20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

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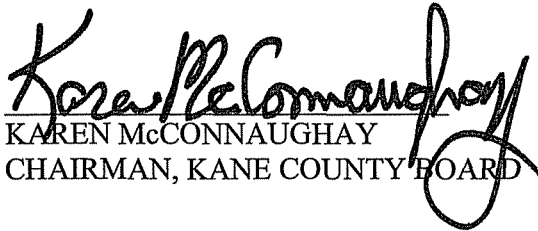
KANE COUNTY DIVISION OF TRANSPORTATION
41W011 Burlington Road
Saint Charles, IL 60175
Attn.: Carl Schoedel, P.E., Kane County Engineer

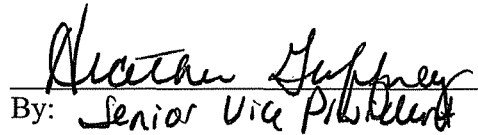
T. Y. LIN INTERNATIONAL
200 South Wacker Drive, Suite 1400
Chicago, IL 60606
Attn.: Ms. Heather Gaffney

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

T. Y. LIN INTERNATIONAL


KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD


By: Senior Vice President

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK


By: VICE PRESIDENT
SECRETARY

(seal)

Exhibit "A"

detail services to be provided

Scope of Services
IL-47/2030 Healthy Corridor Study
Kane and McHenry Counties and City of Woodstock
October 15, 2008

Study Limits

- IL-47 Corridor from the Illinois/Wisconsin State Line to US 30 at the south end of Kane County.

Project Goal

- To provide a vision for IL-47 as a corridor of the future that provides for a healthy population and economy through the provision of sustainable land uses, safe complete/multi-modal street design, and the implementation of the 10 basic smart growth principles:
 - 1) Mixed land use
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 - 4) Create walkable neighborhoods
 - 5) Foster distinctive, attractive communities with a strong sense of place
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 - 7) Strengthen and direct development towards existing communities
 - 8) Provide a variety of transportation choices
 - 9) Make development decision predictable, fair and cost effective
 - 10) Encourage community and stakeholder collaboration in development decisions

Project Steering Committee

The project steering committee is composed of representative from Kane County, McHenry County and the City of Woodstock.

Project Team

The project team will be lead by T.Y. Lin International, Inc. (TYLI) and include Houseal Lavigne, LLC and SEC Group, Inc.

PHASE 1: Project Initiation, Coordination and Community Outreach

Purpose: To foster a stewardship for the Plan and the Corridor and participating communities as a whole. The planning process is designed to promote community involvement and encourage citizen participation.

Method: Most of the area in the IL-47 Corridor is under the jurisdiction of 10 municipalities: Hebron, Woodstock, Huntley, Hampshire, Pingree Grove, Lily Lake, Elburn and Sugar Grove. These municipalities are key participants in deciding the future of the Corridor and approving a Plan that integrates land use and transportation. Municipal participation will be encouraged throughout the planning process. This will include a partnership role in the community/public involvement process. Municipal involvement is seen as key to Corridor Plan adoption and implementation. Members of the Steering Committee will be invited to participate in the municipal meetings.

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer

41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265



DATE: November 12, 2008
TO: Jean Weems
County Board Office
FROM: Linda Haines *Linda*
SUBJECT: November County Board

3 - Agreement between County of Kane and T. Y. Lin for Illinois Route 47
Corridor Planning Study with Document Vet Sheet

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the County Board Chairman sign, send to County Clerk for signature and seal, and then return to our office for further processing.

Thanks.

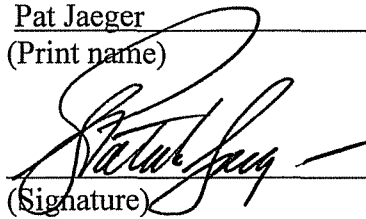
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Agreement with T. Y. Lin for Illinois Route 47 Corridor Planning
Study

Submitted by: Steve Coffinbargar

Date Submitted: September 30, 2008

Examined by: Pat Jaeger
(Print name)


(Signature)

October 15, 2008
(Date)

Comments: _____

Chairman signed: Yes No 11-20-08
(Date)

Document returned to: Co. Clerk

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND
T.Y. LIN INTERNATIONAL FOR
ILLINOIS ROUTE 47 CORRIDOR PLANNING STUDY**

PURCHASE ORDER # _____

This AGREEMENT, made this 12th day of November 2008 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and T.Y. Lin International, an Illinois licensed professional engineering and planning firm, with offices at 200 South Wacker Drive, Suite 1400, Chicago, Illinois 60606 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WITNESSETH

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, the COUNTY desires to conduct an Illinois Route 47 Corridor Planning Study (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform professional services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in corridor planning studies services and is willing to perform said services for the PROJECT for an amount not to exceed Two Hundred Seventy-Nine Thousand Nine Hundred Sixty-Four Dollars and Six Cents (\$279,964.06),

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this AGREEMENT by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

5.2 Within ten (10) days after the Notice to Proceed is mailed or otherwise transmitted to the CONSULTANT, the CONSULTANT shall submit a schedule for completion of the PROJECT. The schedule is subject to approval by the County Engineer.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein and which rates includes overhead and profit.

6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.

6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.

6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial

payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total AGREEMENT sum to ensure performance satisfactory to the Kane County Engineer.

- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Two Hundred Seventy-Nine Thousand Nine Hundred Sixty-Four Dollars and Six Cents (\$279,964.06).

7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.

- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:

- A. Worker's Compensation Insurance in the statutory amounts.
- B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.
- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall

include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not expire, be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

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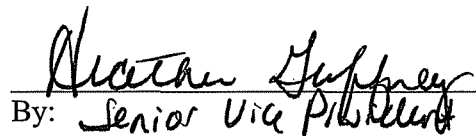
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COUNTY OF KANE

T.Y. LIN INTERNATIONAL

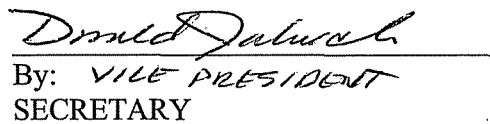

KAREN McCONNAUGHAY
CHAIRMAN, KANE COUNTY BOARD


By: Senior Vice President

ATTEST:

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK


By: VICE PRESIDENT
SECRETARY

(seal)

Exhibit "A"

detail services to be provided

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The project steering committee is composed of representative from Kane County, McHenry County and the City of Woodstock.

Project Team

The project team will be lead by T.Y. Lin International, Inc. (TYLI) and include Houseal Lavigne, LLC and SEC Group, Inc.

PHASE 1: Project Initiation, Coordination and Community Outreach

Purpose: To foster a stewardship for the Plan and the Corridor and participating communities as a whole. The planning process is designed to promote community involvement and encourage citizen participation.

Method: Most of the area in the IL-47 Corridor is under the jurisdiction of 10 municipalities: Hebron, Woodstock, Huntley, Hampshire, Pingree Grove, Lily Lake, Elburn and Sugar Grove. These municipalities are key participants in deciding the future of the Corridor and approving a Plan that integrates land use and transportation. Municipal participation will be encouraged throughout the planning process. This will include a partnership role in the community/public involvement process. Municipal involvement is seen as key to Corridor Plan adoption and implementation. Members of the Steering Committee will be invited to participate in the municipal meetings.

- Task 1.1: Kick-Off Meeting** – The T.Y. Lin International (TYLI) Project Manager will meet with Kane County’s assigned Project Manager. This meeting will be used to review and discuss the scope of work, project schedule, consultant and client responsibilities, and other issues pertaining to the contract.
- Task 1.2: Initial Project Steering Committee Meeting** - A project initiation meeting with the Project Steering Committee will be held to set the foundation for the planning program. The Steering Committee will be composed of representatives from Kane County, McHenry County and the City of Woodstock. The purposes of this meeting will be to: review overall project objectives; review the scope of services for the project; establish a communication protocol; discuss municipal contact letters and focus group meeting; identify key stakeholders to participate in the agency stakeholder workshops; and identify data sources and their availability. A project schedule also will be presented for review and discussion.
- Task 1.3: Project Website** - The Consultant will design and host a Project Website that is linked to each County and Village/City web site. The Project Website will be used to post a project schedule and calendar, post documents and plans for downloading and viewing and provide a forum for interested individuals to track the project throughout the planning process. The counties and municipalities will be requested to develop links to the project website.
- Task 1.4: Illinois Department of Transportation Coordination** – A coordination meeting will be held with the Illinois Department of Transportation (IDOT) District 1 early in the process. The meeting will be used to gather data, review project goals and objectives and discuss current District 1 planning activities in the Corridor. The application of Context Sensitive Solutions to the Corridor Study also will be discussed.
- Task 1.5: Municipal Contacts & Meetings** – A letter will be prepared and sent to the chief administrative officer of the 10 municipalities. It will explain the purpose of the Corridor study and request municipal participation in the planning process. Municipal participation may include providing stakeholder contacts, data collection, providing a website link, and partnership in the stakeholder participation process. Meetings will be held with each of the 10 municipalities. These meetings will be used to encourage municipal participation and collect attitudes and opinions about the character, image, role, issues and development potentials.

The meeting will also provide an opportunity to begin to develop core values for the Corridor. The core values will function to establish the vision for the Corridor. In addition to the smart growth principals, core values could include scenic beauty, public safety, environmental preservation, multi-modal, character, regional coordination, economic sustainability, context sensitivity, roadway footprint and mobility. The core values will be discussed throughout the stakeholder and public engagement process. They may also be used to establish evaluation criteria that may be used to select preferred planning concepts from the toolbox to be developed.

If possible, the municipalities will also be asked to invite elected and appointed officials to the meeting. These meetings may be done after the staff meetings and will be done in a focus group setting that will encourage input from the elected and appointed officials.

Task 1.6: Agency Stakeholder Workshop – The Project Team in conjunction with the Steering Committee will conduct an Agency Corridor Planning Conference for governmental agencies that influence the Corridor. Stakeholders to be invited will include officials and staff from the public entities that may be affected by the Corridor including municipalities and counties, Illinois Department of Transportation (IDOT), Illinois Tollway Authority (ISTHA), Chicago Metropolitan Agency for Planning (CMAP), township highway departments, Regional Transportation Authority (RTA), Metra and Pace. The purpose of the Stakeholder Planning Workshops will be to gain a better understanding of issues and concerns relating to the Corridor and surrounding areas and discuss the potential and vision for the Corridor's future. The Project Team will work with the Project Steering Committee in developing a list of contact names for the agency planning workshops. Speakers will be invited to discuss planning issues associated with the Corridor. For example, IDOT could speak about Context Sensitive Solutions. Break out sessions will then be used to discuss issues about specific to Kane and McHenry Counties and issues associated with land use and transportation.

Deliverables:

1. *Notes from Project Steering Committee Meeting*
2. *Project Website*
3. *10 Municipal Contact Letters*
4. *10 Municipal Meeting Summary Notes*
5. *Summary of Agency Stakeholder Workshop Results*

PHASE 2: Corridor Conditions – Data Collection, Inventory and Analysis

Purpose: To collect and assemble corridor-specific information that will describe the corridor's existing conditions and attributes, identify recent and likely future trends concerning changes in land use, transportation, demographics, economics, or environmental conditions. This phase will also identify pending, proposed, approved, and conceptual plans and projects that influence the Corridor.

Method: Data and information from the municipalities, counties and other government agencies will be collected and assembled in a manner that will describe and illustrate conditions in the Corridor.

Task 2.1: Geographic Information System Data – Geographic Information System (GIS) data will be collected from Kane and McHenry Counties. The data will be utilized to illustrate conditions in the Corridor as discussed below.

Task 2.2: Corridor Character Analysis - An inventory and overall assessment of the Corridor's character will be conducted. Photographs of the corridor will be taken that illustrate the aesthetics, streetscape, identity, and urban design features will be undertaken. Key areas along the corridor will be noted including business areas, public spaces, and gateways and assessed as a foundation for future urban design and community character enhancements and improvements.

Task 2.3: Studies, Plans and Reports –All previously prepared plans and studies having an influence on the Corridor Plan will be assembled and reviewed, including comprehensive plans, downtown plans, corridor plans, transportation plan and studies and other plan documents. This review of documents will determine: (a) adopted

local policies which need to be reflected in the Corridor Plan; (b) changes along the Corridor that have taken place since the previous plans were prepared, and (c) inconsistencies between plans and reports.

Task 2.4: Zoning and Development Controls – Existing municipal codes, and zoning and subdivision regulations will be assessed to identify strengths and weaknesses, and to determine how these controls may influence land use and opportunities for new development or redevelopment. Zoning ordinances will be reviewed to determine permissible density and floor area ratio requirements to show how the regulations could affect future land use and transportation in the Corridor.

Task 2.5: Future Growth - CMAP is currently undertaking an industry sector cluster analysis. The data will be available on a ¼ section basis. CMAP data will be obtained and used to summarize current and future conditions in the Corridor in regard to employment and population. Obtain and evaluate existing regional and local land use/development projections (typically 2030, but varies among agencies) to identify where significant growth is projected.

Task 2.6: Existing Land-Use Context – Land-use maps that are available for the Corridor will be collected and reviewed. These map along with aeriels and Corridor Character Analysis will be used to classify land use along the Corridor. The maps will also show current municipal boundaries, extraterritorial jurisdiction, and municipal boundary agreements.

The location of existing public parks, greenways, open space, plazas, forest preserves, conservation areas, and parkways along the Corridor will be collected and noted. Wetlands, floodplains and other environmentally sensitive areas will be inventoried and mapped for consideration and protection. Prime agricultural land will be identified.

The land use along the Corridor will be illustrated by classification or context such as Agriculture and Park Areas; Hamlets; Minor Crossroads; Major Cross Roads; Main Streets; Suburban Zone; Town/Village Centers; and Auto-Oriented Corridors.

Task 2.7: Transportation Analysis - An analysis of existing transportation conditions will be undertaken. This will encompass collecting traffic data for the Corridor, including historic, current and forecasted traffic data, traffic control devices, level of service, speed limits, accident data, roadway improvement plans, and plans that show roadway configurations. Roadways that bisect the Corridor will be identified by jurisdiction (state, county, township, or municipal) and classification (arterial, collector or local). An accident analysis will be undertaken.

IDOT had previously prepared a Strategic Regional Arterial (SRA) Study of the Corridor. The SRA Study will be examined and changes in the Corridor since the Plan as prepared will be noted.

Sidewalks and bicycle facilities along or that bisect the Corridor will be identified. Current plans, policies, and ordinances for pedestrian and bicycle standards and requirements for all new and existing developments will be collected and reviewed.

Information on current and proposed transit service will be collected including: routes, schedules, bus stops, and transfer connections.

Access management regulations for the Corridor will be collected reviewed and summarized.

Journey-to-work and other data will be assembled to show how current travel patterns and trends are affecting the Corridor.

Problems, concerns and opportunities for improvement will be identified. Attention will be given to analysis that would assist the development of recommendations that would improve access and connectivity, and overall safety and efficiency.

Task 2.8: Prairie Parkway Analysis – IDOT has announced that federal transportation officials have provided formal approval for the Prairie Parkway project. This project includes building 37 miles of new four-lane freeway from I-80, west of Minooka in Grundy County, to I-88 near Kaneville in Kane County. Also included is widening of twelve miles of IL-47 from I-80 to Caton Farm Road in Kendall County, where it will connect to other planned or programmed IL-47 widening projects. IL-47 will be a four-lane highway with two lanes in each direction. The construction of the Prairie Parkway and IL-47 will span over many years with the first section connecting IL-71 to US 34.

Current and forecasted traffic volumes along the Study Corridor will be collected and assembled from various agency sources (IDOT, CMAP, and ISTHA). If available, the forecast from the agencies will show with and without the Prairie Parkway improvements. An analysis will be conducted to suggest how the future roadway volumes could affect the IL-47 Corridor north of IL-30. This analysis will be based on current roadway and proposed roadway capacity and current and forecasted traffic volumes.

Task 2.9: I-90 Interchange Analysis – A full interchange is proposed at the crossing of I-90 and IL-47. Current and forecasted traffic volumes along the Corridor from the interchange north to Woodstock will be collected and assembled from various agency sources (McHenry County, IDOT, CMAP, and ISTHA). If available, the forecast from the agencies will show with and without the full interchange improvement. An analysis will be conducted to suggest how the future roadway volumes could affect the IL-47 Corridor from the interchange to Woodstock. This analysis will be based on current roadway and proposed roadway capacity and current and forecasted traffic volumes. The review will include intersection level of service if the analysis is provided by municipalities or agencies.

Task 2.10: Planned Infrastructure Improvements – Identify (major) infrastructure investments that are planned. This would include transportation, utilities and public facilities of a magnitude that could affect growth patterns and economic development throughout the corridor.

Task 2.11: State of the Corridor Report – The results of the data collection and analysis and the municipal/community outreach activities will be brought together into a State of the Corridor Report highlighting the needs, issues, opportunities, existing conditions, and trends which should be addressed in the IL-47 Corridor Plan. Geographic information system (GIS) maps will be prepared that show current and forecasted conditions in the Corridor. The report will be a stand alone document and will serve as a foundation for the future steps in the planning process.

Task 2.12: Project Steering Committee Meeting – A meeting will be conducted with the Project Steering Committee to review the *State of the Corridor Report*. The purpose of the meeting will be reach agreement on basic issues and concerns that should be addressed in the Illinois 47 Corridor Plan, and to provide a foundation for future

planning efforts. The report will be revised based on comments received from the Steering Committee. This meeting will also be used to review the results of the *Phase 1* effort.

Deliverables:

1. *Draft State of the Corridor report*
2. *Project Steering Committee Meeting Summary*

PHASE 3: Vision, Goals and Objectives

Purpose: To provide a unifying vision for the IL-47 Corridor. This vision will be the cornerstone for the subsequent phases of the planning program to develop framework plans, tools, and implementation strategies.

Method: Three community workshops will be conducted. The counties and municipalities will be requested to actively assist with setting up workshop locations and public notification of the workshops. The sessions will include review and discussion of conditions and potentials within the different communities and the Plan corridor as a whole. It will conclude with general consensus regarding the focus and direction of subsequent economic development, land use, and transportation improvements strategies and the development of tools and implementation programs for the various communities involved. Sessions will be organized to provide an opportunity for all stakeholders to participate.

Task 3.1: Municipal Participation – The municipalities will be requested to assist in developing the location and notifying the community about the workshops. A news release will be prepared for use by the municipalities. A news article/press release will be prepared that the counties and municipalities can use to distribute notification information about the public workshop.

Task 3.2 Community Workshops - Three interactive community workshops will be held at three different locations on three different nights. Ideally, one meeting would be held in the northern portion of the Corridor in McHenry County (Woodstock), a second would be held in a central location (Huntley), and the third community meeting would be held in the southern portion (Lilly Lake, Elburn or Sugar Grove). Conducting these initial workshops early in the process community members to tell us what they think, before we begin formulating concepts and making recommendations.

Overview of the Planning Process - The visioning session will begin with a review of the IL-47 Corridor planning program, and the objectives of the Plan. The Project Team will lead a discussion of how this planning effort can help improve and enhance the communities and the region as an attractive, convenient and desirable living and working environment.

Review Existing Conditions and Potentials within the Corridor -The Project Team will present the State of the Corridor Report and the results of the initial inventories and analyses undertaken as part of the previous phases. This presentation will serve to establish a common informational “threshold” for all participants, and help prepare participants for the group discussions, described below.

Discussion of Problems and Opportunities -This session will constitute a group discussion of problems, issues and potentials. This discussion will emphasize: a) strengths and weaknesses; b) problems that need to be corrected; and c) opportunities for improvement and enhancement that may be addressed by transportation improvements and initiatives, future development, economic development programs and tools , and streetscaping and beautification.

Small Group Sessions -The full group will be broken down into several smaller groups of six to eight persons. Each small group will be asked to develop an overall “vision” for their community and the Corridor as a whole. Groups will be given base maps and markers and pencils to illustrate their vision and improvements. Discussion and ranking of core values will be included.

Large Group Discussion -Each small group will present their “vision” to the larger group for review and discussion. The Consultant will facilitate the review and discussion process.

Vision Statement - Following the visioning session, the Consultant will summarize the results of the group discussions, and will prepare a preliminary “Vision Statement.” The Vision for the Illinois Route 47 Corridor will provide direction and focus for the recommendations and concepts to be developed in subsequent tasks. A detailed narrative vision will be prepared along with a graphic illustrating key improvements and recommendations described in the Vision Statement.

Task 3.3: Corridor Goals and Objectives – Based on previous steps in the planning process, preliminary goals and objectives will be prepared which will provide more specific focus and direction for planning recommendations. Possible categories include: Growth Management; Transportation; Housing; Employment; Economic Development; Natural Features/Open Space; Agricultural; Identity and Beautification; and, Infill Development/Redevelopment.

Task 3.4: Project Steering Committee Meeting – A follow-up meeting with the Project Steering Committee will be conducted to discuss the visioning sessions and reach agreement on a Vision Statement as a basis for subsequent planning activities.

Deliverables:

1. *Vision Statement for the Corridor*
2. *Summary of Project Steering Committee Meeting*

PHASE 4: Preliminary Framework Plans and Toolbox

Purpose: Provide a targeted set of framework plans along with a diverse set of “tools” that enable public and private sector organizations to establish goals and undertake projects/improvements geared toward the strategic implementation of the Illinois Route 47 Corridor Plan.

Method: Develop a set of tools, resources and techniques to be included in the “toolbox.”

Task 4.1: Land Use and Development Framework Plan – This task entails preparing a preliminary Land Use and Development Framework Plan for the IL-47 Corridor that will:

- Provide a general land use framework that minimizes the reliance on the automobile and encourages walking, biking and transit ridership.
- Identify locations for commercial, business, and mixed use nodes along the Corridor best suited for compact mixed use developments.
- Develop a Proposed Corridor Transect to illustrate and reinforce the land use context and provide recommendations to foster sustainable mixed-use areas along the Corridor.
- Provide site design concepts that create pedestrian-dominated locations and minimize vehicular traffic. The site design will address building orientation and setback, parking type and orientation, block length and street connectivity.
- Provide building concepts that contribute to the proposed land use context. Building concepts may include building height, density and floor-area ratio, architectural elements, mass and scale, buildings to adjoining thoroughfare relationship, and orientation of building entry.

Task 4.2: Open Space Framework Plan – This task entails preparing a preliminary Open Space Framework Plan for the IL-47 Corridor that will:

- Identify high quality and environmentally sensitive areas, including woodlands, prairies, fens, riparian corridors, and floodplains.
- Identify prime agricultural land that should be reserved as open space and in agricultural use.
- Provide strategies which strive to preserve open space through the Corridor, including tools such as clustering, purchase of conservation easements, and transferring of development rights (TDRs).
- Promote land use plan with the same overall densities as traditional development, but does so in more dense and compact nodes, providing more public open space.

Task 4.3: Transportation Framework Plan – This task entails preparing preliminary transportation guidelines to reduce transportation infrastructure costs, improve safety and encourage multi-modal transportation. The Transportation Framework Plan will:

- Provide Complete Street design guidelines including features for bicycle and pedestrian travel and transit guidelines for future routes and stops.
- Identify pedestrian and bicycle linkages and provide strategies to connect new development to the established network.
- Provide a right-of-way preservation plan for future transportation improvements, including intersection improvements, road widening, and installation of medians.
- Provide streetscape design guidelines to create a corridor less hostile to the pedestrian, transit friendly, attractive and identifiable.
- Develop prototypical thoroughfare types (i.e., rural highway, high speed boulevard, avenue) to describe design criteria along with surrounding land use context. This will be used to determine the physical configuration of the

thoroughfare type, along with the context zone will be used to develop guidelines for roadway areas (streetscape, sidewalks, sidepaths) traveled way (lanes, medians, on-street parking, bicycle lanes) and intersections.

- Identify optimum travel speeds for the various roadway hierarchy established as part of the Corridor study. Develop traffic calming guidelines we appropriate.
- Identify where on-street parking may be appropriate.
- Provide access management guidelines including guidelines that support an adjoining interconnected street system that provides multiple routes to commercial and recreation destinations, as well as between adjacent development and allows local trips to stay off IL 47 and other main roadways.

Task 4.4: Economic Development Framework Plan – This task entails preparing a preliminary Economic Development Framework Plan for the IL-47 Corridor that will:

- Identify specific potential for economic growth along the Corridor based on existing and proposed development and transportation improvements.
- Identify and highlight best case practices for establishing business incentives.

Task 4.5: Public Health Framework Plan – This task entails preparing a preliminary Public Health Framework Plan for the IL-47 Corridor that will:

- Promote walking and bicycling as safe and alternative forms of transportation.
- Provide strategies to reduce carbon emission by designing environments that reduce automobile dependence.

Task 4.6: IDOT Coordination Meeting – After the Steering Committee has reviewed and commented on the preliminary framework plans, a meeting will be conducted with IDOT District 1 to review and discuss the preliminary transportation framework plan. Comments and feedback will be sought from IDOT.

Task 4.7: Framework Plan Summary Report – A summary report of preliminary framework plans and tools will be prepared.

Task 4.8: Project Steering Committee Meeting – We will review the preliminary framework plans with the Project Steering Committee. The framework plans will be revised based on feedback received from the Project Steering Committee.

Deliverables:

1. *Land Use and Development Framework Plan*
2. *Open Space Framework Plan*
3. *Transportation Framework Plan*
4. *Economic Development Framework Plan*
5. *Public Health Framework Plan*
6. *IDOT Meeting Notes*
7. *Framework Plan Summary Report*
8. *Project Steering Committee Summary*

PHASE 5: Municipal Coordination and Implementation Strategy

Purpose: Develop an implementation strategy for the Corridor Plan. Review the Framework Summary Report with the 10 municipalities, obtain their feedback and begin discussion about municipal adoption of a resolution of support for the Corridor Plan.

Method: Encourage the municipalities to undertake internal discussion about and implementation strategies and adoption of a resolution of support for the Corridor Plan. The members of the Project Steering Committee will be invited

Task 5.1: Municipal Meetings - The Project Team will distribute the Preliminary Framework Summary Report to the municipalities for review and comment. The municipalities will be encouraged to review the summary report with appropriate committees, commissions or boards. Meetings will be conducted with each of the 10 municipalities to review and discuss the preliminary framework plans, feedback and draft resolution of support. The draft resolution of support would state that they participated in, are supportive of, and will assist when possible with the implementation of the IL-47 Corridor Plan.

Deliverables:

1. *Notes from the 10 municipal reviews*

PHASE 6: Prepare Corridor Plan

Purpose: Prepare the Corridor Plan and seek approvals from Stakeholders.

Method: A draft of the Corridor Plan will be prepared and submitted to the Project Steering Committee and Municipalities for review and comment. Public meetings will then be held to solicit feedback from the public. Stakeholder feedback will be incorporated into the report and a revised document will be submitted to the Project Steering Committee for review.

Task 6.1: Prepare Draft Corridor Plan – A Draft Corridor Plan will be prepared. The Plan will be a compilation of the Conditions Analysis, Vision, Goals and Objectives, Framework Plan, and Stakeholder and Public Involvement process.

Task 6.2: Woodstock Analysis – A separate report will be provided on the how the framework plan tools could be applied from the I-90 interchange to Woodstock to alleviate the forecasted congestion as described in *Task 2.7 – Interchange Analysis*.

Task 6.3: Project Steering Committee Meeting – The Draft Corridor Plan will be presented to the Project Steering Committee for review and comment. The purpose of this meeting will be to establish consensus on any modifications required for preparation of the final Framework Plans and Implementation Strategies and implementation recommendations.

Task 6.4: Municipal Distribution and Comment – The Draft Corridor Plan will be sent to the municipalities for review and comment. Municipal assistance will be sought in establish the time and location for the public presentations and public notification of the event.

- Task 6.5: Public Presentations** – The Draft Corridor Plan will be presented to the public for review and comment at three meetings in different communities along the Corridor. The public meetings will begin with a presentation by the Project Team and followed by an open question and answer dialogue with those in attendance. A news article/press release will be prepared that the counties and municipalities to notify the public about the public workshops.
- Task 6.6: Final Corridor Plan** – The Corridor Plan will be revised based on feedback received from the municipalities and public and sent to the Project Steering Committee for final review and comment. A meeting will be held with the Project Steering Committee to discuss the final comments, distribution of Corridor Plan, and distribution of the municipal resolutions of support.
- Task 6.7: Summary/Poster Plan** – A Summary Plan or Poster Plan will be prepared to help popularize the new Illinois Route 47 Corridor Plan document. The Poster Plan will be prepared in a manner that is easily distributed by the County and communities within the Corridor.
- Task 6.8: Resolution of Support** – A Resolution of Support for the communities along the Corridor and other stakeholders will be prepared that would be used for adoption by these governing bodies. The resolution would state that they participated in, are supportive of, and will assist when possible with the implementation of the IL-47 Corridor Plan.
- Task 6.9: Wrap-Up Meeting** –Key members of the Project Team will meet with Kane County’s assigned Project Manager to close out the project. This final meeting will allow the Project Manager and the Consultant Team to review and discuss issues pertaining to the deliverables and the contract.

Deliverables:

1. *Draft Corridor Plan*
2. *Woodstock Analysis*
3. *Project Steering Committee Summary*
4. *Summary of Municipal Comments*
5. *Public Presentation Summary*
6. *Final Corridor Plan*
7. *Summary Plan/Poster*
8. *Resolution of Support*

Optional Tasks

Keypad Polling - Stakeholder Workshops could be supplemented with interactive keypad polling. Keypad polling is a new way to engage the Corridor stakeholders, providing them with the means to instantly respond to questions, ideas, and suggestions. A question from the Consultant Team or a meeting participant is displayed on a screen along with possible answers or a ranking/scale. Each participant at the meeting will respond to the question with a wireless keypad. Responses are automatically and instantly tallied and the results are displayed on screen. The process is transparent and immediate. Based on the responses, the Consultant Team can change the direction of the meeting, or go into greater depth on specific issues.

On-Line Questionnaire – The TYLI Team will prepare an on-line survey to solicit community-wide opinion on a range of topics and issues related to the Corridor Plan. The questionnaire will be hosted on the project website, and provides another opportunity for community participation.

Community Based Mapping Charette – The TYLI Team will develop an interactive Community Based mapping tool on the Project Website. The interactive mapping tool allows visitors to the Project Website to “map” out their likes and dislikes in the Corridor, along with any opportunities or threats. Visitors create a map that can be displayed in a map gallery for anyone to see, or mark the map as private and only visible to the Project Team. The results of the mapping charette will be consolidated, summarized and analyzed.

Exhibit "B"

detail hourly rates to be charged

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME TY Lin International
PRIME/SUPPLEMENT Prime

DATE 10/23/08
PSB NO. _____

CONTRACT TERM 14 MONTHS
START DATE 12/1/2008
RAISE DATE 1/1/2009

OVERHEAD RATE 165.68%
COMPLEXITY FACTOR _____
% OF RAISE 5.00%

ESCALATION PER YEAR

12/1/2008 - 1/1/2009

1/2/2009 - 1/1/2010

1/2/2010 - 2/1/2010

1
14

12
14

1
14

= 7.14%
= 1.0502

90.00%

7.88%

The total escalation for this project would be:

5.02%

PAYROLL RATES

FIRM NAME TY Lin International DATE 10/23/08
 PRIME/SUPPLEMENT Prime
 PSB NO. _____

ESCALATION FACTOR 5.02%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE	DIFF
Chief Engineer	\$66.75		\$70.10	\$70.10
Dir of Traffic Engineering	\$59.95		\$62.96	\$62.96
Chief Planner	\$57.70		\$60.60	\$60.60
Senior Planner	\$53.30		\$55.97	\$55.97
Staff Planner IV	\$31.00		\$32.56	\$32.56
Staff Planner III	\$24.00		\$25.20	\$25.20
Staff Planner II	\$22.75		\$23.89	\$23.89
Staff Engineer II	\$25.85		\$27.15	\$27.15
Sr. Traffic Engineer	\$53.05		\$55.71	\$55.71
			\$0.00	\$0.00
			\$0.00	\$0.00
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AVERAGE HOURLY PROJECT RATES

FIRM TY Lin International
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 10/23/08

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1 - Community Outreach			2- Corridor Conditions			3 - Goals & Objectives			4 - Framework Plans			5 - Municipal Coordin.		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Chief Engineer	70.10	4	0.35%	0.25										2	0.60%	0.42			
Dir of Traffic Engineer	62.96	48	4.24%	2.67	16	12.31%	7.75	4	1.41%	0.89				20	5.99%	3.77			
Chief Planner	60.60	228	20.12%	12.19	54	41.54%	25.17	20	7.04%	4.27	24	27.27%	16.53	48	14.37%	8.71	30	54.55%	33.05
Senior Planner	55.97	157	13.86%	7.76	28	21.54%	12.06	18	6.34%	3.55	24	27.27%	15.27	36	10.78%	6.03	15	27.27%	15.27
Staff Planner IV	32.56	456	40.25%	13.10	16	12.31%	4.01	114	40.14%	13.07	40	45.45%	14.80	140	41.92%	13.65	10	18.18%	5.92
Staff Planner III	25.20	0																	
Staff Planner II	23.89	180	15.89%	3.80	16	12.31%	2.94	100	35.21%	8.41				60	17.96%	4.29			
Staff Engineer II	27.15	44	3.88%	1.05				24	8.45%	2.29				20	5.99%	1.63			
Sr. Traffic Engineer	55.71	16	1.41%	0.79				4	1.41%	0.78				8	2.40%	1.33			
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TOTALS		1133	100%	\$41.60	130	100.00%	\$51.92	284	100%	\$33.26	88	100%	\$46.59	334	100%	\$39.83	55	100%	\$54.24

AVERAGE HOURLY PROJECT RATES

FIRM TY Lin International
PSB _____
PRIME/SUPPLEMENT Prime

DATE 10/23/08

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6 - Corridor Plan														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Chief Engineer	70.10	2	0.83%	0.58												
Dir of Traffic Engin	62.96	8	3.31%	2.08												
Chief Planner	60.60	52	21.49%	13.02												
Senior Planner	55.97	36	14.88%	8.33												
Staff Planner IV	32.56	136	56.20%	18.30												
Staff Planner III	25.20															
Staff Planner II	23.89	4	1.65%	0.39												
Staff Engineer II	27.15															
Sr. Traffic Engineer	55.71	4	1.65%	0.92												
TOTALS		242	100%	\$43.62	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**T.Y. Lin International
Maximum Hourly Billing Rates**

Exhibit B

**Illinois Route 47 Corridor Study
October 20, 2008**

Job Classification	2008	2009	2010
Regional Manager	\$ 272.00	\$ 285.00	\$ 299.00
Operations Manager	\$ 272.00	\$ 285.00	\$ 299.00
Chief Engineer	\$ 214.00	\$ 225.00	\$ 237.00
Chief Civil Engineer	\$ 199.00	\$ 209.00	\$ 220.00
Director of Traffic Engineering	\$ 192.00	\$ 202.00	\$ 212.00
Chief Planner	\$ 185.00	\$ 192.00	\$ 202.00
Deputy Chief Civil Engineer	\$ 170.00	\$ 178.00	\$ 187.00
QA/QC Manager	\$ 214.00	\$ 225.00	\$ 237.00
Civil Group Manager	\$ 160.00	\$ 168.00	\$ 176.00
Senior Engineer	\$ 155.00	\$ 161.00	\$ 170.00
Senior Civil Engineer	\$ 150.00	\$ 158.00	\$ 166.00
Senior Drainage Engineer	\$ 132.00	\$ 138.00	\$ 145.00
Senior Lighting Engineer	\$ 144.00	\$ 152.00	\$ 160.00
Senior Traffic Engineer	\$ 170.00	\$ 178.00	\$ 187.00
Senior Transit Manager	\$ 170.00	\$ 178.00	\$ 187.00
Landscape Architect	\$ 160.00	\$ 168.00	\$ 176.00
Senior Planner	\$ 170.00	\$ 178.00	\$ 187.00
Sr. Transportation Planner	\$ 170.00	\$ 178.00	\$ 187.00
Transportation Planner	\$ 110.00	\$ 116.00	\$ 122.00
Staff Engineer	\$ 130.00	\$ 136.00	\$ 143.00
Information Technology Coordinator	\$ 120.00	\$ 126.00	\$ 132.00
CADD Operator	\$ 120.00	\$ 126.00	\$ 132.00
Registered Land Surveyor	\$ 145.00	\$ 152.00	\$ 160.00
Instrument Man	\$ 80.00	\$ 84.00	\$ 90.00
Rodman	\$ 75.00	\$ 80.00	\$ 84.00
Project Manager	\$ 160.00	\$ 168.00	\$ 176.00
Technical Advisor	\$ 204.00	\$ 215.00	\$ 226.00
Project Engineer	\$ 104.00	\$ 110.00	\$ 116.00
Senior Engineering Technician	\$ 90.00	\$ 95.00	\$ 100.00
Engineering Technician	\$ 80.00	\$ 84.00	\$ 90.00
Office Administrator	\$ 120.00	\$ 126.00	\$ 132.00
Project Accountant	\$ 120.00	\$ 126.00	\$ 132.00
Accounting Assistant	\$ 80.00	\$ 84.00	\$ 90.00
Clerical	\$ 50.00	\$ 55.00	\$ 60.00
Intern	\$ 50.00	\$ 55.00	\$ 60.00

Maximum hourly billing rates include overhead and profit.