

**TRANSPORTATION COMMITTEE AGENDA**  
**Room 404, Government Center**  
**115 E. Washington Street, Bloomington, IL**  
**Tuesday, April 4, 2006**  
**8:00 A.M.**

1. **Roll Call**
2. **Approval of Minutes from March 7, 2006 Meeting.**
3. **Approval of Minutes from March 14, 2006 Special Meeting.**
4. **Recommend Payment of Bills to County Board**
5. **Appearance by Members of the Public and County Employees**
6. **Items to be Presented for Action**
  - A. Village of Danvers President, Ron Roth – Request Jurisdictional Transfer – West Street to McLean County – 80,000 Pounds
  - B. Letting Results from March 28, 2006 County & Township Projects 1 – 8
  - C. Agreement on Various Projects – Lewis, Yockey & Brown, Inc (Land Surveying & Platting Services) 9 – 14
  - D. Stanford / McLean Road – Sec 05-00047-09-RS
    1. Federal Aid Agreement 15 – 19
    2. Resolution for Improvement 20
  - E. Federal Aid Agreement – Sec 05-00183-00-ES – East Side Highway 21 – 26
7. **Items to be Presented for Information**
  - A. Project Summary
    1. Ellsworth Wind Farm Box Culverts – Sec 06-00134-05-BR & 06-00134-06-BR – CH 17
  - B. East Side Highway Study
  - C. Other
8. **Adjournment**

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY**  
**FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on April 4, 2006, for a letting held on March 28, 2006 for McLean County and twenty-nine (29) Road District 2005 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on April 4, 2006, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials:

**2005 MFT MAINTENANCE SECTIONS:**

**Steffens 3-D Construction, Inc, 2503 CR 1250 North, El Paso, Illinois, was the successful bidder on the following sections:**

McLean County .....	Sec 06-00000-00-GM .....	GR 2	@	\$222,376.01
Allin RD.....	Sec 06-01000-00-GM .....	GR 1A	@	\$21,875.00
		GR 2A	@	\$10,354.20
Anchor RD .....	Sec 06-02000-00-GM .....	GR 2A	@	\$62,511.28
Arrowsmith RD.....	Sec 06-03000-00-GM .....	GR 2A	@	\$16,041.28
Bellflower RD .....	Sec 06-04000-00-GM .....	GR 2A	@	\$64,125.44
Blue Mound RD.....	Sec 06-07000-00-GM .....	GR 2	@	\$49,365.00
Cheney's Grove RD.....	Sec 06-07000-00-GM .....	GR 2A	@	\$45,889.08
Chenoa RD.....	Sec 06-09000-00-GM .....	GR 2	@	\$29,491.25
Cropsey RD.....	Sec 06-10000-00-GM .....	GR 2A	@	\$27,681.03
Dale RD .....	Sec 06-11000-00-GM .....	GR 2A	@	\$15,693.00
Danvers RD.....	Sec 06-12000-00-GM .....	GR 2	@	\$50,425.00
Dawson RD.....	Sec 06-13000-00-GM .....	GR 1A	@	\$6,258.52
		GR 2A	@	\$23,556.66
Downs RD.....	Sec 06-14000-00-GM .....	GR 2	@	\$58,260.00
Dry Grove RD.....	Sec 06-15000-00-GM .....	GR 2	@	107,112.50
Funk's Grove RD.....	Sec 06-17000-00-GM .....	GR 2	@	\$43,710.00
Gridley RD.....	Sec 06-18000-00-GM .....	GR 1A	@	\$30,842.50
		GR 2A	@	\$62,297.10
Hudson RD.....	Sec 06-19000-00-GM .....	GR 2A	@	\$31,248.02
Lexington RD.....	Sec 06-21000-00-GM .....	GR 2	@	\$48,365.00
Martin RD .....	Sec 06-22000-00-GM .....	GR 2A	@	\$40,108.35
Money Creek RD .....	Sec 06-23000-00-GM .....	GR 2A	@	\$22,448.40
Mount Hope RD.....	Sec 06-24000-00-GM .....	GR 2	@	\$88,920.00
Old Town RD.....	Sec 06-26000-00-GM .....	GR 2	@	\$58,883.00
Randolph RD .....	Sec 06-27000-00-GM .....	GR 2	@	\$57,625.00
Towanda RD .....	Sec 06-28000-00-GM .....	GR 2	@	\$50,860.00
White Oak RD.....	Sec 06-30000-00-GM .....	GR 2	@	\$15,232.00
Yates RD.....	Sec 06-31000-00-GM .....	GR 2	@	\$56,650.00

**Emulsicoat, Inc, 705 E University Ave, Urbana, Illinois, was the successful bidder on the following sections:**

Empire RD .....	Sec 06-16000-00-GM .....	GR 17	@	\$60,072.00
Lawndale RD .....	Sec 06-20000-00-GM .....	GR 17	@	\$30,540.00

**McLean County Asphalt Co, Inc, 1100 W Market St, Bloomington, Illinois, was the successful bidder on the following section:**

Lexington RD.....Sec 06-21000-00-GM .....GR 10 @ \$4,450.00

**Rowe Construction Co, a Div of RA Cullinan & Son, Inc, 1523 Cottage Ave, Bloomington, Illinois, was the successful bidder on the following section:**

Normal RD.....Sec 06-25000-00-GM .....GR 2A @ \$23,002.48

**Beniach Construction Co, Inc, PO Box 20, Tuscola, Illinois, was the successful bidder on the following section:**

West RD.....Sec 06-29000-00-GM .....GR 2A @ \$34,238.38

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Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS        ]  
                                  ]   SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on April 18, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 18<sup>th</sup> day of April A.D., 2006.

[SEAL}

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

SEC. 06-01000-00-GM GR 2		ENGINEERS ESTIMATE		ROWE BID BOND		BENMACH BID BOND		STEFFENS 3-D BID CHECK		GENERAL MATERIALS		STARK		GRAY'S MATERIAL	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's, CRS-2	On Road	Gallon	47,750	\$1.35	\$64,462.50	\$1.34	\$63,985.00	\$1.25	\$59,687.50	\$1.25	\$59,687.50	\$0.00	\$0.00	\$0.00	\$0.00
Bit Malt's, HRP	On Road	Gallon	61,000	\$1.70	\$103,700.00	\$1.71	\$104,370.00	\$1.55	\$94,550.00	\$1.55	\$94,550.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Malt's, PG-46-28	On Road	Gallon	3,400	\$2.00	\$6,800.00	\$1.57	\$5,338.00	\$2.05	\$6,970.00	\$2.05	\$6,970.00	\$0.00	\$0.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	Furnt & spread	Ton	75	\$52.00	\$3,900.00	\$31.10	\$2,332.50	\$25.00	\$1,875.00	\$0.15	\$11,240.65	\$0.00	\$0.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	Load & spread	Sq Yd	108,271	\$0.20	\$21,654.20	\$0.20	\$21,654.20	\$0.15	\$16,240.65	\$0.15	\$16,240.65	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, CA 15/16	Furnt & Spread	Ton	605	\$27.00	\$16,335.00	\$31.08	\$18,803.40	\$24.50	\$14,822.50	\$26.00	\$15,730.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, CA 15/16	Load & Spread	Sq Yd	53,221	\$0.18	\$9,579.78	\$0.17	\$9,047.57	\$0.15	\$7,983.15	\$0.15	\$7,983.15	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, Slag	Load & Spread	Sq Yd	113,763	\$0.18	\$20,477.34	\$0.17	\$19,339.71	\$0.17	\$19,339.71	\$0.17	\$19,339.71	\$0.00	\$0.00	\$0.00	\$0.00
					\$245,633.82		\$244,810.38		\$222,376.01		\$222,376.01		\$0.00		\$0.00
					-0.34%		-0.34%		-1.12%		-1.12%		-100.00%		-100.00%

ALLIN RD		ENGINEERS ESTIMATE		ROWE BID BOND		BENMACH BID BOND		STEFFENS 3-D BID CHECK		GENERAL MATERIALS		STARK		GRAY'S MATERIAL	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's PG 46-28	On Road	Gallon	7,500	\$2.00	\$15,000.00	\$1.87	\$14,025.00	\$1.90	\$14,250.00	\$1.75	\$13,125.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	25,000	\$0.40	\$10,000.00	\$0.34	\$8,500.00	\$0.40	\$10,000.00	\$0.35	\$8,750.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$25,000.00		\$22,525.00		\$24,250.00		\$21,875.00		\$0.00		\$0.00
					-9.00%		-9.00%		-3.00%		-12.50%		-100.00%		-100.00%

ANCHOR RD		ENGINEERS ESTIMATE		ROWE BID BOND		BENMACH BID BOND		STEFFENS 3-D BID CHECK		GENERAL MATERIALS		STARK		GRAY'S MATERIAL	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's, CRS-2	On Road	Gallon	4,500	\$1.70	\$7,650.00	\$1.69	\$7,605.00	\$1.65	\$7,425.00	\$1.55	\$6,975.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	14,080	\$0.18	\$2,534.40	\$0.22	\$3,097.60	\$0.26	\$3,660.80	\$0.24	\$3,379.20	\$0.00	\$0.00	\$0.00	\$0.00
					\$10,184.40		\$10,702.60		\$11,085.80		\$10,354.20		\$0.00		\$0.00
					5.09%		5.09%		8.95%		1.67%		-100.00%		-100.00%

ARROWSMITH RD		ENGINEERS ESTIMATE		ROWE BID BOND		BENMACH BID BOND		STEFFENS 3-D BID CHECK		GENERAL MATERIALS		STARK		GRAY'S MATERIAL	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's, CRS-2	On Road	Gallon	42,500	\$1.35	\$57,375.00	\$1.30	\$55,250.00	\$1.34	\$56,950.00	\$1.17	\$49,725.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	96,356	\$0.18	\$17,704.08	\$0.17	\$16,720.52	\$0.18	\$17,704.08	\$0.13	\$12,766.28	\$0.00	\$0.00	\$0.00	\$0.00
					\$75,079.08		\$71,970.52		\$74,654.08		\$62,511.28		\$0.00		\$0.00
					-4.14%		-4.14%		-0.57%		-16.74%		-100.00%		-100.00%

BELLFLOWER RD		ENGINEERS ESTIMATE		ROWE BID BOND		BENMACH BID BOND		STEFFENS 3-D BID CHECK		GENERAL MATERIALS		STARK		GRAY'S MATERIAL	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's, PG 46-28	On Road	Gallon	8,500	\$1.70	\$14,450.00	\$1.69	\$14,365.00	\$1.64	\$13,940.00	\$1.46	\$12,580.00	\$0.00	\$0.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	Load & Spread	Sq Yd	21,633	\$0.18	\$3,893.94	\$0.18	\$4,110.27	\$0.20	\$4,326.60	\$0.16	\$3,461.28	\$0.00	\$0.00	\$0.00	\$0.00
					\$18,343.94		\$18,475.27		\$18,266.60		\$16,041.28		\$0.00		\$0.00
					0.72%		0.72%		-0.42%		-12.55%		-100.00%		-100.00%

ALLIN RD		ENGINEERS ESTIMATE		ROWE BID BOND		BENMACH BID BOND		STEFFENS 3-D BID CHECK		GENERAL MATERIALS		STARK		GRAY'S MATERIAL	
ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Malt's, CRS-2	On Road	Gallon	41,000	\$1.35	\$55,350.00	\$1.38	\$56,580.00	\$1.34	\$54,940.00	\$1.24	\$50,840.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	94,896	\$0.18	\$17,081.28	\$0.18	\$17,081.28	\$0.19	\$18,028.24	\$0.14	\$13,285.44	\$0.00	\$0.00	\$0.00	\$0.00
					\$72,431.28		\$73,661.28		\$72,970.24		\$64,125.44		\$0.00		\$0.00
					1.70%		1.70%		0.74%		-11.47%		-100.00%		-100.00%

BLUE MOUND RD  
SEC. 06-07000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
Bl Malt's, CRS-2	On Road	Gallon	23,000	\$1.35	\$31,050.00	\$1.63	\$36,180.00	\$1.17	\$26,910.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	Furn & Spread	Ton	900	\$28.15	\$25,335.00	\$23.68	\$21,312.00	\$24.95	\$22,455.00	\$0.00	\$0.00
					\$57,285.00	\$59,502.00	\$58,502.00	\$49,365.00	\$0.00	\$0.00	\$0.00
						-1.37%	-2.21%	-13.85%	-100.00%	-100.00%	-100.00%

CHENEYS GROVE RD  
SEC. 06-08000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
Bl Malt's MC-30 Prime	On Road	Gallon	300	\$4.00	\$1,200.00	\$3.43	\$1,029.00	\$4.95	\$1,485.00	\$0.00	\$0.00
Bl Malt's, CRS-2	On Road	Gallon	28,000	\$1.35	\$37,800.00	\$1.27	\$35,560.00	\$1.26	\$35,280.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	Load & Spread	Sq Yd	1,330	\$0.20	\$266.00	\$0.32	\$425.60	\$0.20	\$268.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	63,272	\$0.18	\$11,388.96	\$0.23	\$14,552.66	\$0.14	\$8,858.08	\$0.00	\$0.00
					\$50,654.96	\$51,567.16	\$50,357.93	\$45,889.05	\$0.00	\$0.00	\$0.00
						1.80%	-0.59%	-9.41%	-100.00%	-100.00%	-100.00%

CHENOVA RD  
SEC. 06-09000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
Bl Malt's MC-30 Prime	On Road	Gallon	200	\$4.00	\$800.00	\$4.39	\$878.00	\$3.50	\$700.00	\$0.00	\$0.00
Bl Malt's, PG 46-28	On Road	Gallon	14,000	\$1.70	\$23,800.00	\$1.82	\$25,480.00	\$1.30	\$18,200.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	Furn & Spread	Ton	15	\$30.00	\$450.00	\$45.08	\$676.20	\$36.75	\$551.25	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Furn & Spread	Ton	500	\$27.00	\$13,500.00	\$22.41	\$11,205.00	\$20.00	\$10,000.00	\$0.00	\$0.00
					\$39,550.00	\$35,452.70	\$34,960.00	\$29,941.25	\$0.00	\$0.00	\$0.00
						-8.09%	-9.31%	-22.33%	-100.00%	-100.00%	-100.00%

CROPSLEY RD  
SEC. 06-10000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
Bl Malt's, CRS-2	On Road	Gallon	19,000	\$1.35	\$25,650.00	\$1.34	\$25,460.00	\$1.17	\$22,230.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	41,931	\$0.18	\$7,547.58	\$0.22	\$9,224.82	\$0.13	\$5,451.03	\$0.00	\$0.00
					\$33,197.58	\$34,684.82	\$33,007.38	\$27,681.03	\$0.00	\$0.00	\$0.00
						4.48%	-0.57%	-15.82%	-100.00%	-100.00%	-100.00%

DALE RD  
SEC. 06-11000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
Bl Malt's, CRS-2	On Road	Gallon	8,100	\$1.35	\$10,935.00	\$1.61	\$13,041.00	\$1.44	\$11,654.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	20,145	\$0.18	\$3,626.10	\$0.35	\$7,050.75	\$0.20	\$4,029.00	\$0.00	\$0.00
					\$14,561.10	\$20,091.75	\$20,365.20	\$15,683.00	\$0.00	\$0.00	\$0.00
						\$7,530.65	\$4,336.20	\$1,633.00	\$0.00	\$0.00	\$0.00
						52.13%	21.05%	10.44%	-100.00%	-100.00%	-100.00%

DANVERS RD  
SEC. 06-12000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
Bl Malt's, CRS-2	On Road	Gallon	26,500	\$1.35	\$35,775.00	\$1.37	\$36,305.00	\$1.16	\$30,475.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Furn & Spread	Ton	930	\$28.00	\$26,010.00	\$21.90	\$20,365.00	\$21.00	\$19,550.00	\$0.00	\$0.00
					\$62,785.00	\$57,110.00	\$56,670.00	\$50,025.00	\$0.00	\$0.00	\$0.00
						-8.44%	-2.71%	-19.16%	-100.00%	-100.00%	-100.00%



MCLEAN COUNTY HIGHWAY DEPARTMENT  
MARCH 28, 2005

GRIDLEY RD  
SEC. 06-18000-00-GM GR 1A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BENWACH	STEFFENS 3-D	GENERAL MATERIALS	STARK	GRAY'S MATERIAL
Bit Malt's PG 46-28	On Road	Gallon	10,950	\$2.00	\$21,900.00		\$2.19	\$1.90	\$1.75	\$0.00	\$0.00	\$0.00
	Load & Spread	Sq Yd	36,500	\$0.40	\$14,600.00		\$0.34	\$0.40	\$0.32	\$0.00	\$0.00	\$0.00
					\$36,500.00		\$35,350.50	\$34,605.00	\$30,842.50			\$0.00
							-10.30%	-3.00%	-15.50%			-100.00%

GRIDLEY RD  
SEC. 06-18000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BENWACH	STEFFENS 3-D	GENERAL MATERIALS	STARK	GRAY'S MATERIAL
Bit Malt's MC-30 Prime	On Road	Gallon	5,600	\$2.00	\$11,000.00		\$2.77	\$2.50	\$2.43	\$0.00	\$0.00	\$0.00
	On Road	Gallon	11,800	\$1.60	\$18,400.00		\$1.75	\$1.84	\$1.32	\$0.00	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	20,000	\$1.35	\$27,000.00		\$1.48	\$1.34	\$1.16	\$0.00	\$0.00	\$0.00
	On Road	Sq Yd	23,134	\$0.18	\$4,164.12		\$0.17	\$0.25	\$0.13	\$0.00	\$0.00	\$0.00
Cover Coal Agg CA-14	Load & Spread	Sq Yd	59,036	\$0.18	\$10,446.48		\$0.17	\$0.18	\$0.13	\$0.00	\$0.00	\$0.00
	Load & Spread	Sq Yd			\$71,010.60		\$78,756.90	\$78,171.32	\$62,287.10			\$0.00
							10.91%	10.08%	-12.27%			-100.00%

HUDSON RD  
SEC. 06-19000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BENWACH	STEFFENS 3-D	GENERAL MATERIALS	STARK	GRAY'S MATERIAL
Bit Malt's CRS-2	On Road	Gallon	12,500	\$1.35	\$16,875.00		\$1.50	\$1.34	\$1.17	\$0.00	\$0.00	\$0.00
	On Road	Gallon	8,500	\$1.70	\$14,450.00		\$1.79	\$1.64	\$1.34	\$0.00	\$0.00	\$0.00
Cover Coal Agg CA-14	Load & Spread	Sq Yd	12,267	\$0.18	\$2,208.06		\$0.20	\$0.24	\$0.13	\$0.00	\$0.00	\$0.00
	Load & Spread	Sq Yd	27,987	\$0.18	\$5,037.66		\$0.20	\$0.22	\$0.13	\$0.00	\$0.00	\$0.00
							\$45,895.97	\$39,791.22	\$31,248.02			\$0.00
							18.47%	3.16%	-18.99%			-100.00%

LAWNDALE RD  
SEC. 06-20000-00-GM GR 17

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	EMUL SICOAT	BENWACH	STEFFENS 3-D	GENERAL MATERIALS	STARK	GRAY'S MATERIAL
Bit Malt's CRS-2	F.O.B. TWP Shed	Gallon	27,000	\$1.05	\$28,350.00		\$1.02	\$1.34	\$1.17	\$0.00	\$0.00	\$0.00
	F.O.B. Terminal	Gallon	1,500	\$2.00	\$3,000.00		\$2.00	\$1.64	\$1.34	\$0.00	\$0.00	\$0.00
							\$30,540.00	\$19,940.00	\$14,825.00			\$0.00
							-2.58%	-35.14%	-48.31%			-100.00%

LEXINGTON RD  
SEC. 06-21000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BENWACH	STEFFENS 3-D	GENERAL MATERIALS	STARK	GRAY'S MATERIAL
Bit Malt's MC-30 Prime	On Road	Gallon	7,000	\$2.00	\$14,000.00		\$2.68	\$2.50	\$2.38	\$0.00	\$0.00	\$0.00
	On Road	Gallon	14,500	\$1.70	\$24,650.00		\$1.71	\$1.74	\$1.34	\$0.00	\$0.00	\$0.00
Cover Coal Agg CA-14	Load & Spread	Ton	350	\$99.00	\$34,650.00		\$27.88	\$28.75	\$24.25	\$0.00	\$0.00	\$0.00
	Load & Spread	Ton	150	\$27.00	\$4,050.00		\$26.30	\$27.75	\$25.25	\$0.00	\$0.00	\$0.00
							\$38,700.00	\$41,625.00	\$33,787.50			\$0.00
							8.34%	7.77%	-8.49%			-100.00%

LEXINGTON RD  
SEC. 06-21000-00-GM GR 10

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ENGINEERS	MCLEAN CO ASPHALT	GENERAL MATERIALS	STARK	GRAY'S MATERIAL
Incidental Bituminous Surfacing	On Road	Ton	50	\$90.00	\$4,500.00		\$89.00	\$0.00	\$0.00	\$0.00
	On Road	Ton			\$4,500.00		\$4,450.00			
							-1.11%			

MARTIN RD  
SEC. 06-22000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's CRS-2	On Road	Gallon	26,500	\$1.35	\$35,775.00	\$1.45	\$38,425.00	\$1.34	\$35,510.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Load & Spread	Sq Yd	60,889	\$0.18	\$10,924.02	\$0.16	\$9,710.24	\$0.16	\$10,824.02	\$0.00	\$0.00
					\$46,699.02		\$48,135.24		\$46,334.02		\$0.00
											\$-14.11%
											3.089%

MONEY CREEK RD  
SEC. 06-23000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's MC-30 Prime	On Road	Gallon	100	\$4.00	\$400.00	\$7.38	\$738.00	\$8.00	\$800.00	\$0.00	\$0.00
BI Matt's, PG 46-28	On Road	Gallon	9,000	\$1.70	\$15,300.00	\$2.01	\$18,090.00	\$1.87	\$16,830.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Sq Yd	Sq Yd	300	\$0.25	\$75.00	\$0.88	\$264.00	\$0.20	\$60.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	Sq Yd	28,130	\$0.18	\$5,063.40	\$0.15	\$4,219.50	\$0.18	\$5,063.40	\$0.00	\$0.00
					\$20,338.40		\$23,211.20		\$22,448.40		\$0.00
											11.87%
											7.73%

MOUNT HOPE RD  
SEC. 06-24000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's PG 46-28	On Road	Gallon	40,500	\$1.70	\$68,850.00	\$1.85	\$74,925.00	\$1.64	\$66,420.00	\$0.00	\$0.00
Cover Coat Agg. CA-14	Fun & Spread	Ton	1,550	\$27.50	\$42,625.00	\$22.31	\$34,575.50	\$26.50	\$41,025.00	\$0.00	\$0.00
					\$114,225.00		\$111,756.50		\$110,145.00		\$0.00
											-2.18%
											-3.57%

NORMAL RD  
SEC. 06-25000-00-GM GR 2A

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's CRS-2	On Road	Gallon	13,500	\$1.35	\$18,225.00	\$1.39	\$18,765.00	\$1.34	\$18,090.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Load & Spread	Sq Yd	32,556	\$0.18	\$5,862.28	\$0.13	\$4,237.48	\$0.18	\$5,862.28	\$0.00	\$0.00
					\$24,087.28		\$23,002.48		\$23,952.28		\$0.00
											-4.52%
											-0.56%

OLD TOWN RD  
SEC. 06-26000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's, MC-30 Prime	On Road	Gallon	800	\$4.00	\$3,200.00	\$3.46	\$2,768.00	\$4.00	\$3,200.00	\$0.00	\$0.00
BI Matt's CRS-2	On Road	Gallon	5,800	\$1.35	\$7,830.00	\$1.75	\$9,800.00	\$1.54	\$8,624.00	\$0.00	\$0.00
BI Matt's PG 46-28	On Road	Gallon	16,000	\$1.70	\$27,200.00	\$1.94	\$31,040.00	\$1.64	\$26,240.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Fun & Spread	Ton	50	\$32.00	\$1,600.00	\$49.71	\$2,485.50	\$26.50	\$1,275.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Fun & Spread	Ton	800	\$28.00	\$22,400.00	\$22.42	\$17,936.00	\$24.50	\$19,600.00	\$0.00	\$0.00
					\$51,950.00		\$64,026.50		\$52,864.00		\$0.00
											3.34%
											1.46%

RANDOLPH RD  
SEC. 06-27000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's CRS-2	On Road	Gallon	28,500	\$1.35	\$38,475.00	\$1.44	\$41,040.00	\$1.34	\$38,190.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Fun & Spread	Ton	1,000	\$23.00	\$23,000.00	\$18.57	\$18,570.00	\$25.50	\$25,500.00	\$0.00	\$0.00
					\$61,475.00		\$59,610.00		\$63,690.00		\$0.00
											-3.03%
											3.60%

ITEM

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAYS MATERIAL TOTAL
BI Matt's CRS-2	On Road	Gallon	28,500	\$1.35	\$38,475.00	\$1.44	\$41,040.00	\$1.34	\$38,190.00	\$0.00	\$0.00
Seal Coat Agg. CA-15/16	Fun & Spread	Ton	1,000	\$23.00	\$23,000.00	\$18.57	\$18,570.00	\$25.50	\$25,500.00	\$0.00	\$0.00
					\$61,475.00		\$59,610.00		\$63,690.00		\$0.00
											-3.03%
											3.60%

TOWANDA RD  
SEC. 06-28000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAY'S MATERIAL TOTAL
Bit Malt's PG 46-28	On Road	Gallon	24,000	\$1.70	\$40,800.00		\$1.90	\$45,600.00	\$1.34	\$32,160.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Furn & Spread	Ton	850	\$27.00	\$22,950.00		\$23.54	\$20,000.00	\$22.00	\$18,700.00	\$0.00	\$0.00
					\$63,750.00		\$65,600.00	\$64,450.00	\$50,860.00	-100.00%	\$0.00	-100.00%
							2.92%	1.07%	-20.22%			

WEST RD  
SEC. 06-29000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAY'S MATERIAL TOTAL
Bit Malt's MC-30	On Road	Gallon	1,400	\$4.00	\$5,600.00		\$3.22	\$4,508.00	\$3.95	\$5,530.00	\$0.00	\$0.00
Bit Malt's CRS-2	On Road	Gallon	10,000	\$1.35	\$13,500.00		\$1.48	\$14,800.00	\$1.49	\$14,900.00	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	3,000	\$2.15	\$6,450.00		\$2.42	\$7,260.00	\$2.05	\$6,150.00	\$0.00	\$0.00
Cover Coat Agg, CA-14	On Road	Sq Yd	5,854	\$0.45	\$2,634.30		\$0.67	\$3,936.78	\$0.30	\$1,755.20	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Load & Spread	Sq Yd	27,811	\$0.18	\$5,005.98		\$0.19	\$5,284.05	\$0.24	\$6,674.54	\$0.00	\$0.00
					\$34,190.28		\$35,188.67	\$34,238.38	\$35,010.64	-100.00%	\$0.00	-100.00%
							6.02%	3.16%	5.49%			

WHITE OAK RD  
SEC. 06-30000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAY'S MATERIAL TOTAL
Bit Malt's PG 46-28	On Road	Gallon	5,700	\$1.70	\$9,690.00		\$2.11	\$12,027.00	\$1.61	\$8,697.00	\$0.00	\$0.00
Cover Coat Agg, CA-15/16	Furn & Spread	Ton	250	\$27.00	\$6,750.00		\$31.48	\$7,870.00	\$26.50	\$6,625.50	\$0.00	\$0.00
					\$16,440.00		\$19,897.00	\$18,910.50	\$16,292.00	-100.00%	\$0.00	-100.00%
							21.03%	15.03%	-7.35%			

YATES RD  
SEC. 06-31000-00-GM GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GENERAL MATERIALS TOTAL	STARK TOTAL	GRAY'S MATERIAL TOTAL
Bit Malt's CRS-2	On Road	Gallon	31,000	\$1.35	\$41,850.00		\$1.51	\$46,610.00	\$1.15	\$35,650.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Furn & Spread	Ton	1,000	\$22.75	\$22,750.00		\$25.43	\$25,430.00	\$21.00	\$21,000.00	\$0.00	\$0.00
					\$64,600.00		\$66,040.00	\$65,250.00	\$56,650.00	-100.00%	\$0.00	-100.00%
							2.23%	1.07%	-12.31%			

McLEAN COUNTY  
SEC. 06-00182-02-DR NON-MFT

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE	HJ EPEL BID BOND TOTAL	STARK BID BOND TOTAL	ENTLER EXCAVATION BID BOND TOTAL	OBCI BID BOND TOTAL	SCI BID BOND TOTAL	GRAY'S MATERIAL TOTAL
Agg Base Case Special, 6"	Sq Yd		104	\$13.00	\$1,352.00		\$12.00	\$1,248.00	\$20.00	\$2,080.00	\$14.40	\$1,497.60
Agg Base Case Special, 12"	Sq Yd		104	\$19.00	\$1,976.00		\$18.00	\$1,872.00	\$25.00	\$2,600.00	\$19.00	\$1,976.00
Grade Pad Fldr Slab	Sq Yd		104	\$12.00	\$1,248.00		\$8.50	\$884.00	\$5.00	\$520.00	\$2.00	\$208.00
Removal of Existing Wings	L Sum		1	\$7,500.00	\$7,500.00		\$8,500.00	\$12,500.00	\$5,000.00	\$11,200.00	\$11,200.00	\$11,200.00
Reinforcement Bars	Pound		7,505	\$1.00	\$7,505.00		\$1.65	\$12,383.25	\$1.50	\$11,257.50	\$1.26	\$9,455.30
Reinf Bars, Epoxy Cid	Pound		562	\$1.20	\$674.40		\$1.85	\$1,039.70	\$2.00	\$1,124.00	\$1.90	\$1,067.80
Concrete Box Culverts	Cu Yd		56.8	\$850.00	\$48,260.00		\$1,301.00	\$73,695.80	\$2.00	\$1,200.00	\$1,240.00	\$70,432.00
Riprap	Ton		66	\$30.00	\$1,980.00		\$37.50	\$2,475.00	\$20.00	\$2,112.00	\$68.00	\$3,828.00
					\$70,515.40		\$102,988.75	\$4,782.00	\$95,693.50	\$99,655.70	\$41.34%	\$0.00
							45.07%	25.20%	35.71%			

BLOOMINGTON RD  
SEC. 2006 NON-MFT GR 2

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS ESTIMATE	ROWE BID BOND TOTAL	BENMACH BID BOND TOTAL	STEFFENS 3-D BID CHECK TOTAL	GRAY'S MATERIAL TOTAL		
Bit Malt's CRS-2	On Road	Gallon	34,500	\$1.35	\$46,575.00		\$1.65	\$56,925.00	\$1.47	\$50,715.00	\$0.00	\$0.00
Bit Malt's PG 46-28	On Road	Gallon	47,000	\$1.70	\$79,900.00		\$1.84	\$86,480.00	\$1.59	\$74,730.00	\$0.00	\$0.00
Seal Coat Agg, CA-15/16	Furn & Spread	Ton	3,100	\$27.00	\$83,700.00		\$25.88	\$80,166.00	\$25.95	\$80,445.00	\$0.00	\$0.00
					\$210,175.00		\$223,571.00	\$220,160.00	\$205,890.00	-100.00%	\$0.00	-100.00%
							6.37%	4.75%	-2.04%			

**Lewis, Yockey & Brown, Inc.**  
**Consulting Engineers & Land Surveyors**

505 North Main Street  
Bloomington, Illinois 61701  
Phone: (309) 829-2552  
Fax: (309) 827-6861

222 East Center Street  
LeRoy, Illinois 61752  
Phone: (309) 962-8151  
Fax: (309) 962-7503

155 South Elm Street  
El Paso, Illinois 61738  
Phone: (309) 527-2552  
Fax: (309) 527-3230

March 17, 2006

McLean County Highway Department  
RR #1, Box 85  
Bloomington, IL 61704

ATTN: John E. Mitchell, County Engineer

Re: Agreement on Various Projects –  
Land Surveying and Platting Services

Dear Mr. Mitchell

Please find attached two copies of our standard Project Agreement form and Schedule of Hourly Rates and Expenses that are intended to represent the basis of a contract arrangement by and between Lewis, Yockey & Brown, Inc. (Consultant) and McLean County Highway Department (Department) for Consultant to provide land surveying and platting services to Department as may be requested for various projects under the Department's jurisdiction.

Services that may be provided are limited to land surveying services and applications of surveying that Department may require from time to time to facilitate the design or construction of highway improvements in McLean County.

Examples of services currently being provided to McLean County Highway Department on a "demand" basis are listed as follows:

1. Land surveying for highway right of way and easement acquisition associated with highway maintenance and new construction.
2. Right of way records research associated with highway projects.
3. Topographical surveying locating existing physical improvements and elevations as basis for road improvement design.
4. Land section corner preservation and monumentation where road maintenance (resurfacing) or new construction would destroy existing survey monuments.
5. Vertical and horizontal control survey work using Global Positioning System (GPS) survey technology.

March 17, 2006

Page 2

Lewis, Yockey & Brown, Inc. has similar contract arrangements for services with the Town of Normal, City of Bloomington and Illinois State University (Grounds Maintenance and Facilities Planning). Although each client has specified the detail of contract requirements, each contract contains the basic framework of this submittal.

Please be advised that the express intent of the Project Agreement presented to you for consideration is for invoicing based on a time and materials basis per the rate schedule accompanying the Project Agreement. Any reference on the pages of the agreement to the term "Multiplier" should be disregarded.

Typically we review our hourly rate schedule on an annual basis. You may consider our hourly rate schedule valid for the one-year period beginning June 1, 2006 ending June 1, 2007.

Please sign both copies of the Project Agreement and return the yellow one to our Bloomington office.

Please advise if I may be of any further assistance in this regard. I look forward to continuing our work relationship in the future.

Very Truly Yours,

David P. Brown

DPB:ap

cc: 4700.00

**PROJECT AGREEMENT**  
**Lewis, Yockey, & Brown Inc.**  
 Consulting Engineers & Land Surveyors

505 N. Main Street  
 Bloomington, IL 61701  
 Phone: (309) 829-2552  
 Fax: (309) 827-6861

222 E. Center Street  
 LeRoy, IL 61752  
 Phone: (309) 962-8151  
 Fax: (309) 962-7503

155 S. Elm Street  
 El Paso, IL 61738  
 Phone: (309) 527-2552  
 Fax: (309) 527-3230

Project No. 4700.00  
 Date March 17, 2006  
 Secured By DPB

**CLIENT INFORMATION**

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	RR 1, Box 85	FAX NUMBER	662-8038
	Bloomington, IL 61704		
AGENT FOR CLIENT	John E. Mitchell, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

**PROJECT DATA**

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client. Control survey work utilizing Global Positioning System (GPS) survey technology will be priced and negotiated on a project request basis for use of this technology.
ANTICIPATED COMPLETION DATE	

**INVOICING INFORMATION**

Fee Basis	*Current Schedule of Hourly Rates and Expenses attached		_____ not to exceed limit
<input checked="" type="checkbox"/> Hourly Rates and Expenses in effect at time services are performed	\$ _____		estimate
_____ Lump Sum \$ _____	_____ including expenses	_____ plus expenses	
Other:	_____		
Invoices to be submitted:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Upon Completion	<input type="checkbox"/> Other _____
Special Instruction/Information	Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.		

Conditions: The Standard Provisions set forth on page 2 hereof and any written attachments of amendment to project scope are hereby incorporated into and made a part of this Agreement.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

**AUTHORIZATION**

ENGINEER	Lewis, Yockey & Brown, Inc.	CLIENT	McLean County Highway Department
BY: David P. Brown	DATE 03/17/2006	BY: Michael F. Sweeny, Chmn., McLean Co. Board	DATE
(Signature)		(Signature)	

# PROJECT AGREEMENT TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities, these terms and conditions for professional engineering and surveying are made a part of this agreement for our services:

## AMENDMENTS

This agreement may be amended in writing providing both the client and Engineer agree to such modifications.

## COMPENSATION FOR ENGINEERING SERVICES

The basis for compensation will be as identified in the agreement.

For the purpose of this "Agreement" the word "Expenses" or "Reimbursable Expenses" shall mean all direct or indirect costs incurred in connection with the Engineer's performance of the work as may be posted on the Engineer's schedule of Hourly Rates for Employee classifications and Expenses Rates, including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproductions or printing, survey supplies, drafting supplies, computer time, environmental equipment, and the services of outside consultants plus a maximum markup of 15% of the outside consultant's fees.

When "Hourly Rates and Expenses" is utilized, the schedule of Hourly Rates for Employee classifications and Expense Rates of the Engineer shall be the basis for the Fee for services. If an "estimate" is indicated, the fee will be payed upon the time and materials expended, and unusual problems or difficulties may necessitate the fee to exceed the "estimate."

When "Lump Sum" payment is utilized it shall include all labor and may not include expenses (for the scope of work as defined in the agreement) incurred by Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When "Payroll Costs" payment is utilized it shall be computed by a multiplier factor times payroll cost plus expenses.

The "Payroll Costs" means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workmans compensation, incentive and holiday pay applicable thereto.

The "Multiplier" is a factor for general direct overhead, indirect costs, profit and other costs. The Multiplier factor rate shall be identified in the agreement.

## TIME OF PAYMENT

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

## LATE PAYMENT

If the client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1 ½% per month will be added to the Client's account. This is an annual rate of 18%.

## LEGAL EXPENSE

The client agrees to pay all costs and expenses, including court costs and reasonable attorney's fees, incurred by the Engineer in any action or proceeding brought to enforce any provision of this agreement including, without limitation, the collection of all fees incurred hereunder, and further agrees that such costs and fees may be included in and form a part of any Judgement entered in any proceeding brought by the Engineer, or his firm, against the client.

## LIMITATION OF LIABILITY

The client agrees to limit the Engineer's liability to the client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all named shall not exceed \$50,000 or the Engineer's total fee for services rendered on this work, whichever is greater.

## AUTHORITY AND RESPONSIBILITY

The Engineer shall not guarantee the quality or quantity of 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, 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, and shall have no duties or responsibilities imposed by the Structural Work Act.

## TERMINATION

This agreement may be terminated by either party upon notice. Any termination shall only be for good causes such as for legal considerations, unavailability of adequate financing on either the Client or Engineers part, or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of Standard Hourly Rates plus reimbursable expenses, plus reasonable termination costs.

## REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of his services in respect to the work. They are not intended or represented to be suitable for reuse by client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaption by the Engineer will be at the Client's sole risk, and without liability of the Engineer, and the Client shall indemnify and hold harmless the Engineer from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaption will entitle the Engineer to further compensation at rates to be agreed upon by the Client and Engineer.

## ESTIMATES OF COST

Since the Engineer 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, his opinions, of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

**Lewis, Yockey & Brown, Inc.**  
**Consulting Engineers & Land Surveyors**

505 North Main Street  
Bloomington, Illinois 61701  
Phone: (309) 829-2552  
Fax: (309) 827-6861

222 East Center Street  
LeRoy, Illinois 61752  
Phone: (309) 962-8151  
Fax: (309) 962-7503

155 South Elm Street  
El Paso, Illinois 61738  
Phone: (309) 527-2552  
Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND  
RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2006

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Chief Engineer	\$130.00
Project Manager	\$120.00
Project Engineer	\$100.00
Senior Design Engineer	\$ 90.00
Design Engineer	\$ 75.00
Professional Land Surveyor	\$100.00
Senior Engineering Technician	\$ 80.00
Engineering Technician	\$ 60.00
Clerical	\$ 50.00
Geologist	\$ 95.00
Surveyor	\$ 80.00
Party Chief	\$ 70.00
Instrument Man	\$ 55.00
Rodman	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.48/mile
CADD	15.00/hour
GPS Equipment - (2-hour minimum)	150.00/hour

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 Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND  
 RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2005

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Principal	\$125.00
Project Manager	\$110.00
Project Engineer	\$ 95.00
Senior Design Engineer	\$ 85.00
Design Engineer	\$ 75.00
Professional Land Surveyor	\$100.00
Senior Engineering Technician	\$ 75.00
Engineering Technician	\$ 60.00
Clerical	\$ 45.00
Geologist	\$ 95.00
Resident Engineer	\$ 75.00
Surveyor	\$ 75.00
Party Chief	\$ 65.00
Instrument Man	\$ 55.00
Rodman	\$ 45.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Mylar	10.00/sheet
Prints	3.00/sheet
Mylar Reproduction	15.00/each
Wood Stakes/Lath	0.75/unit
Iron Pins	3.00/each
Mileage	0.45/mile
CADD	10.00/hour
GPS Equipment - Boundary Survey (2-hour minimum)	75.00/hour
GPS Equipment - Topographic Survey (2-hour minimum)	150.00/hour



**Illinois Department of Transportation**

**Local Agency Agreement for Federal Participation**

Local Agency McLean County	State Contract X	Day Labor	Local Contract	RR Force Account
Section 05-00047-09-RS	Fund Type STR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-303-06	RS-479(107)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Stanford McLean Route FAS 479 Length 2.7 miles  
 Termini 300E Road easterly and southerly to US 136

Current Jurisdiction McLean County Existing Str. No \_\_\_\_\_

**Project Description**

Resurfacing

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	560,000	( 80 )	( )	( )	140,000	( 20 )	700,000
Non-Participating Construction		( )	( )	( )		( )	
Preliminary Engineering		( )	( )	( )	56,000	( 100 )	56,000
Construction Engineering		( )	( )	( )	45,500	( 100 )	45,500
Right of Way		( )	( )	( )		( )	
Railroads		( )	( )	( )		( )	
Utilities		( )	( )	( )		( )	
<b>TOTAL</b>	<b>\$ 560,000</b>		<b>\$</b>		<b>\$ 241,500</b>		<b>\$ 801,500</b>

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share 140,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.  
Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name Michael Sweeney

Title County Board Chairperson  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

TIN Number 37-6001569

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Timothy W. Martin, Secretary

Date \_\_\_\_\_

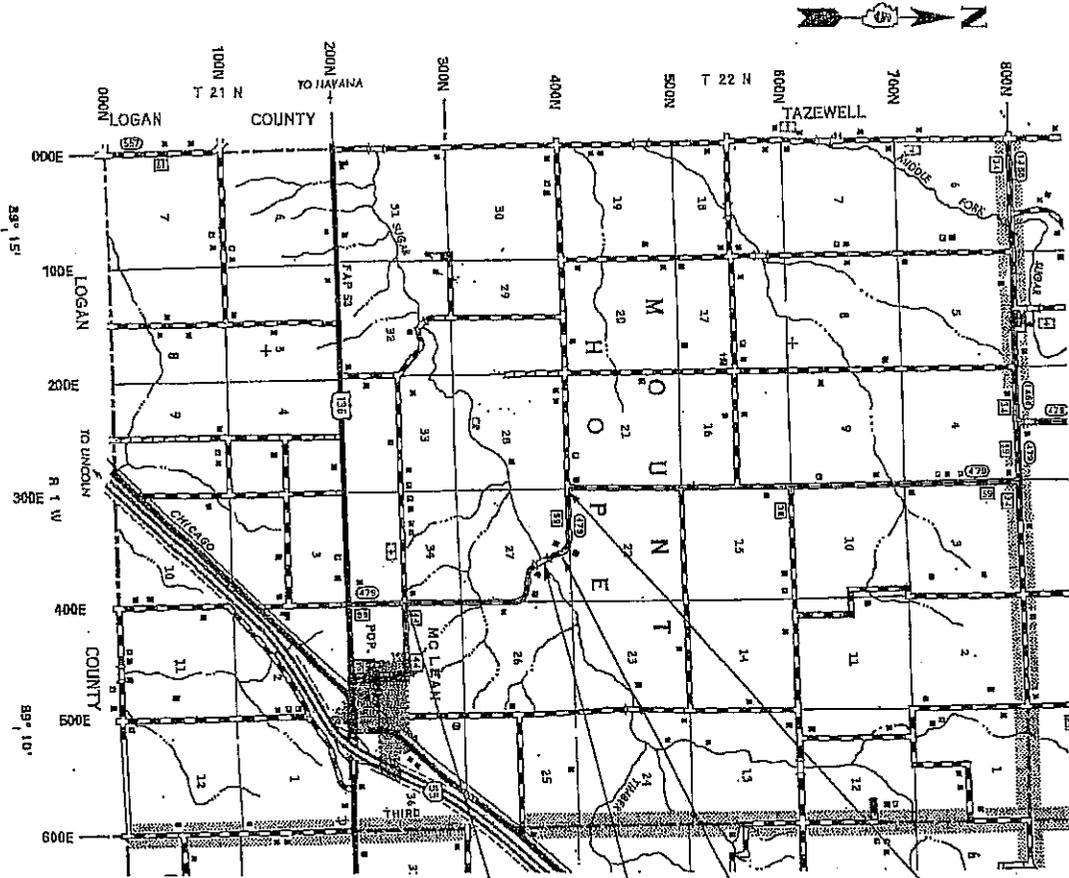
\_\_\_\_\_  
Milton R. Sees, Director of Highways/Chief Engineer

\_\_\_\_\_  
Ellen Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Ann L. Schneider, Director of Finance and Administration

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

MCLEAN COUNTY  
 LOCATION MAP  
 STANFORD-MCLEAN RD (CH 59)  
 SECTION 05-00047-09-RS



BEGINNING STA: 361+38.45  
 OMISSION 100'  
 STA: 361+38.45 TO STA: 362+38.45  
 STATION EQUATION  
 STA: 362+38.45 BACK=STA: 361+94.72 AHEAD

STATION EQUATION  
 371+05.75 BACK = 367+07.23 AHEAD

BRIDGE OMISSION 163.3'  
 STA: 397+18.35 TO STA: 398+81.65

ENDING STA: 502+07.20



BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 59, beginning at a point near the SE Corner of the SE 1/4 of Section 21, T22N, R1W, of the 3rd P.M. (Intersection of 300E and 400N) and extending along said route(s) in a(n) Southerly & Easterly direction to a point near the SE Corner of the SE 1/4 of Section 34, T22N, R1W, of the 3rd P.M. (400E and U.S. Route 136), a distance of approximately 14,511 feet (2.748 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be resurfacing with construction of bituminous surface course, aggregate shoulders, and other miscellaneous related items  
(Describe in general terms)

and shall be designated as Section 05-00047-09-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and  
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Hundred Sixty Thousand dollars, ( \$160,000.00 )

from the County's allotment of Motor Fuel Tax Funds and/or County Matching Funds for the construction and engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Michael F. Sweeney, Chairman - McLean County Board

Authorized MFT Expenditure
Date
Department of Transportation
Regional Engineer

I, Peggy Ann Milton County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular

meeting held at Bloomington

on April 18, 2006  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

in said County, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

(SEAL) \_\_\_\_\_ County Clerk

**Mitchell, John "Jack"**

---

**From:** Latham, Darla K [LathamDK@dot.il.gov]

**Sent:** Friday, March 24, 2006 9:50 AM

**To:** Mitchell, John "Jack"

**Subject:** East Side Corridor Study

The agreement that was emailed March 22, 2006 is for the fiscal year 2006 funds available for engineering.

I will be doing an amendment to the agreement after July 1, 2006. The FY 2007 funds will become available at that point. The amendment will show the total at \$1.1 million with the federal not to exceed amount revised to \$800,000 and the county the balance.

Any other questions, contact me.

Thank you

*Darla Latham*

*D5 Bureau of Local Roads & Streets*

*Federal Aid Coordinator*

*217-466-7358*

*Fax 217-466-1509*



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency McLean County	State Contract	Day Labor	Local Contract X	RR Force Account
Section 05-00183-00-ES	Fund Type HPS		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-95-347-05	HPP-3650(001)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name \_\_\_\_\_ Route \_\_\_\_\_ Length \_\_\_\_\_

Termini East side of Bloomington / Normal area

Current Jurisdiction McLean County Existing Str. No \_\_\_\_\_

Project Description

Corridor Study

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		( )		( )		( )	
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering	200,000	( * )		( )	50,000	( Bal )	250,000
Construction Engineering		( )		( )		( )	
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 200,000</b>		<b>\$</b>		<b>\$ 50,000</b>		<b>\$ 250,000</b>

\*80% High Priority Funds nte \$200,000

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (95% of LA Obligation) \_\_\_\_\_

METHOD B-- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C--LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

#### THE STATE AGREES:

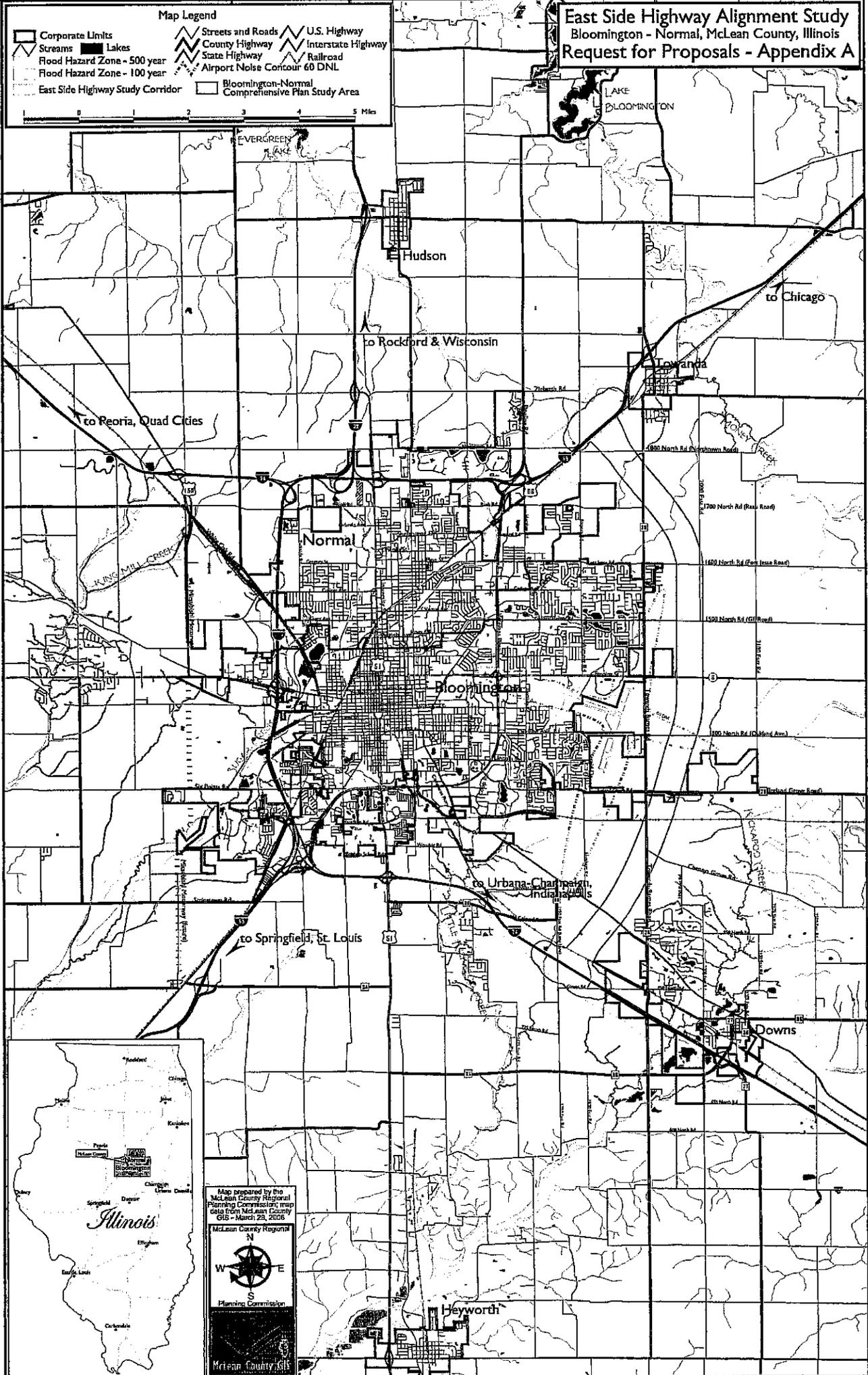
- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

**East Side Highway Alignment Study**  
 Bloomington - Normal, McLean County, Illinois  
 Request for Proposals - Appendix A

**Map Legend**

Corporate Limits	Streets and Roads	U.S. Highway
Streams	County Highway	Interstate Highway
Lakes	State Highway	Railroad
Flood Hazard Zone - 500 year	Airport Noise Conour 60 DNL	
Flood Hazard Zone - 100 year	Bloomington-Normal Comprehensive Plan Study Area	
East Side Highway Study Corridor		

0 1 2 3 4 5 Miles



Map prepared by the  
 McLean County Regional  
 Planning Commission, map  
 data from Mid-Jean County  
 GIS - March 29, 2006  
 McLean County Regional  
 Planning Commission  
 McLean County, IL