

TRANSPORTATION COMMITTEE AGENDA
Room 700 Law and Justice Center
Tuesday, December 10, 2002
7:30 A.M.

1. Roll Call
2. Approval of Minutes from November 5, 2002 meeting
3. Recommend payment of bills to County Board
4. **Items to be Presented for Action**
 - A. Sale of Surplus Equipment
 - B. Sale of Property
 - C. MFT Maintenance Resolution
 - D. Nicor Agreement to Move Gas Main
 - E. BLDD Architectural Agreement for a New Garage
 - F. Adjustment to Five Year Plan
 - G. **EXECUTIVE SESSION** – Personnel Matters (County Engineer Salary Resolution)
5. **Items to Be Presented for Information**
 - A. Road Work Status
 - Towanda-Barnes
 - Sec. 97-00165-00-FP
 - Sec. 96-00168-00-FP
 - Sec. 98-00113-03-FP
 - LeRoy-Lexington Road
 - Sec. 99-00044-06-WR
 - Danvers Road
 - Sec. 02-00038-04-WR
 - B. I-55 Interchange Response From District Engineer, Jim Jereb
 - C. Response From BNAA Regarding Towanda-Barnes Road Construction Costs
 - D. Follow Up Regarding East Side Corridor Transportation Feasibility Study
 - E. Other
6. **Adjournment**

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

4-A

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 10, 2002, for a letting held on November 26, 2002 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on December 10, 2002

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

1995 Ford 1/2 Ton F-150 Pickup Truck short bed

Sell to Rick Gaines for the amount of \$2,550.00

Michael F. Sweeney, Chairman

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 December 17, 2002

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 _____ day of _____, A.D., 2002.

[SEAL]

County Clerk

SUMMARY OF BIDS FOR SURPLUS EQUIPMENT – November 26, 2002
Sealed bids with right to raise at 10:00 A.M.

1992 Ford L8000 Dump Truck

| BIDDER | SEALED BIDS | MINIMUM BID AMOUNT |
|---------------------|--------------------|---------------------------|
| Dan Brian | \$1,500.00 | \$12,000.00 |
| Kent Smith | \$1,500.00 | |
| Raised by Dan Brian | \$4,500.00 | |

Recommend not sell

1995 Ford F150 Pickup Truck

| BIDDER | SEALED BIDS | MINIMUM BID AMOUNT |
|-----------------------|--------------------|---------------------------|
| Rick Gaines | \$1,666.66 | \$3,200.00 |
| Kent Smith | \$1,000.00 | |
| Raised by Rick Gaines | \$2,550.00 | |

Recommend sell to Rick Gaines for \$2,550.00

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

4-B

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 10, 2002, for a letting held on November 26, 2002 for the sale of Surplus Land, and

WHEREAS, the Transportation Committee duly approved the bids on December 10, 2002

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

Tract 1 – Located in the Village of Saybrook on the north side of Harrison St. adjacent to the Sangamon River. This parcel consists of Tracts 2, 3, 4 & 6 as shown on the survey plat. It is believed that this parcel lies entirely in the flood plane, but a survey would be needed to determine the flood plane boundary.

Sell to Steve Miller for the amount of \$ 500.00

Tract 3 – Located ½ mile south of Downs on CH 27 and is known as Lot 1 of the Savidge Bridge Subdivision. It contains 2.52 acres more or less part of which is in the 100 year flood plane as shown on the subdivision plat.

Sell to Thet Hlaing for the amount of \$16,000.00

Tract 4 – Located ½ mile south of Downs of CH 27 and is known as Lot 2 of the Savidge Bridge Subdivision. It contains 5.45 acres more or less part of which is in the 100 year flood plane as shown on the subdivision plat.

Sell to Thet Hlaing for the amount of \$23,000.00

Michael F. Sweeney, Chairman

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 December 17, 2002

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 _____ day of _____, A.D., 2002.

[SEAL]

County Clerk

SUMMARY OF BIDS FOR SURPLUS LAND – November 26, 2002
Sealed bids with right to raise at 10:00 A.M.

Tract 1

| BIDDER | SEALED BIDS |
|---------------|--------------------|
| Steve Miller | \$500.00 |

Sell to Steve Miller for the amount of \$500.00

Tract 3

| BIDDER | SEALED BIDS |
|-----------------------|--------------------|
| Don Hillary | \$1,000.00 |
| Ray Jurinjak | \$1,050.00 |
| Larry Nichols | \$ 1,500.00 |
| Thet Hlaing | \$ 3,000.00 |
| Rodney Lush | \$ 3,500.00 |
| Steve Miller | \$ 4,500.00 |
| Raised by Thet Hlaing | \$16,000.00 |

Sell to Thet Hlaing for the amount of \$16,000.00

Tract 4

| BIDDER | SEALED BIDS |
|-----------------------|--------------------|
| Don Hillary | \$ 1,000.00 |
| Ray Jurinjak | \$ 1,550.00 |
| Thet Hlaing | \$ 4,000.00 |
| Steve Miller | \$12,000.00 |
| Raised by Thet Hlaing | \$23,000.00 |

Sell to Thet Hlaing for the amount of \$23,000.00

Tract 2 – No Bidder

TERMS OF SALE

McLean County will sell four parcels of land, with reserve, declared as "Excess" by McLean County Board.

Anyone interested in these properties must turn in a sealed bid. Separate envelopes are required for each parcel with the parcel number clearly written on the envelope. No bids will be accepted after 10:00 A.M. November 26, 2002. Bids will be opened at 10:00 A.M. on the 26th and read, anyone present who has turned in a written bid will have the right to raise their written bid.

McLean County will provide a "Quit Claim" deed to these parcels and will not provide a title opinion. These properties will be sold 'as is' subject to all restrictions, easements and all local, State and Federal requirements including but not limited to zoning and flood plane regulations.

The buyer assumes responsibility for all environmental conditions on the property.

Any bid over \$5,000.00 shall be accompanied by a letter of credit from a banking institution that adequate funds are available for the purchase amount.

On the day of the sale, a deposit of 10% will be required on all successful bids over \$1,000.00.

Final approval of all sales will rest with the McLean County Board and will be presented at the Board's next regularly scheduled meeting. The closing shall be at the convenience of the parties after approval of the sale by the Board.

DESCRIPTION OF PROPERTY

- Tract 1 This parcel is located in the Village of Saybrook on the north side of Harrison St. adjacent to the Sangamon River. This parcel consists of Tracts 2, 3, 4 & 6 as shown on the survey plat. It is believed that this parcel lies entirely in the flood plane, but a survey would be needed to determine the flood plane boundary.
- Tract 2 This parcel is located in the City of Lexington on the north side of Main St. and consists of 0.47 acres more or less.
- Tract 3 This parcel is located ½ mile south of Downs on CH 27 and is known as Lot 1 of the Savidge Bridge Subdivision. It contains 2.52 acres more or less part of which is in the 100 year flood plane as shown on the subdivision plat.
- Tract 4 This parcel is located ½ mile south of Downs of CH 27 and is known as Lot 2 of the Savidge Bridge Subdivision. It contains 5.45 acres more or less part of which is in the 100 year flood plane as shown on the subdivision plat.

Phil Dick, of the McLean County Zoning office, has indicated that Tract 3 and Tract 4 are both buildable lots following the proper permitting process through McLean County Zoning.

Contact Jeff Tracy with any questions concerning the sale of these properties at 309-663-9445.



Illinois Department of Transportation

4-C

County Maintenance Resolution
Sec. 03-00000-00-GM

RESOLVED, by the County board of McLean County, that \$1,700,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2003, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County 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

APPROVED

STATE OF ILLINOIS

McLEAN COUNTY } ss.

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

Date

McLean County, at its Monthly

meeting held at Bloomington, Illinois

on December 17, 2002

Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and

fixed the seal of said County at my office in Bloomington, Illinois

said County, this _____ day of _____ A.D. 2002

(SEAL)

County Clerk.

2000 = \$ 1,400,000-

2001 = \$ 1,450,000-

2002 = \$ 1,600,000-

ILLINOIS
DEPARTMENT OF
TRANSPORTATION

COUNTY OR TOWNSHIP
ESTIMATE OF MAINTENANCE
COST

County: McLean
Section: 03-00000-00-GM

| | <u>Estimated Costs</u> |
|-------------------------------|------------------------|
| Day Labor / Labor & Equipment | \$ 685,000.00 |
| Day Labor / Materials | \$ 879,298.75 |
| Contract | \$ |
| Total Est. Maint. Cost | \$ 1,564,298.75 |
| Maintenance Engineering | \$ 110,000.00 |

* List Materials for Day Labor Maintenance Operations

Materials

| Maintenance Operations | Type of Materials / Point of Delivery | Quantity | Unit | Unit Price | Cost |
|------------------------|---|----------|------|------------|---------------|
| Group 1 | | | | | |
| Patch | Asphalt on Road (PG46-28) | 2,000 | Gal | 1.20 | 2,400.00 |
| Patch | Seal Coat Agg. on Road (CA-15/16) | 80 | Ton | 23.00 | 1,840.00 |
| Group 2 | | | | | |
| Sealing | Asphalt on Road (CRS-2) | 150,000 | Gal | 0.90 | 135,000.00 |
| Sealing | Asphalt on Road (HFP) | 11,000 | Gal | 1.10 | 12,100.00 |
| Sealing | Cover Coat Agg. CA-14/15 (Furn. & Spread) | 3,200 | Ton | 21.00 | 67,200.00 |
| Sealing | Seal Coat Agg. CA-15/16 (Load. & Spread) | 30,000 | S.Y. | 0.12 | 3,600.00 |
| Sealing | Cover Coat Agg. CA-14 (Load & Spread) | 182,000 | S.Y. | 0.12 | 21,840.00 |
| Group 3 | | | | | |
| Chipping | Seal Coat Agg. on Truck (CA-15/16) | 1,000 | Ton | 7.50 | 7,500.00 |
| Group 4 | | | | | |
| Shoulder & Surf. | CA-6 or CA-10 on Truck | 6,000 | Ton | 7.00 | 42,000.00 |
| Group 5 | | | | | |
| Bank Protection | Gradation 1 | 500 | Ton | 8.00 | 4,000.00 |
| Group 6 | | | | | |
| | Gradation 4 | 500 | Ton | 15.50 | 7,750.00 |
| Group 7 | | | | | |
| Cold Patch | M-19, Road Rite or equal (on Truck) | 200 | Ton | 40.00 | 8,000.00 |
| Total Materials Cost | | | | | \$ 313,230.00 |

Submitted _____

Approved _____

Highway Commissioner

County Engineer

Submit 4 Copies for Road District
Submit 3 Copies for County

Approved _____

District Engineer

ILLINOIS
DEPARTMENT OF
TRANSPORTATION

COUNTY OR TOWNSHIP
ESTIMATE OF MAINTENANCE
COST

County: McLean
Section: 03-00000-00-GM

| | |
|-------------------------------|------------------------|
| | <u>Estimated Costs</u> |
| Day Labor / Labor & Equipment | \$ _____ |
| Day Labor / Materials | \$ _____ |
| Contract | \$ _____ |
| Total Est. Maint. Cost | \$ _____ |
| Maintenance Engineering | \$ _____ |

*** List Materials for Day Labor Maintenance Operations**

Materials

| Maintenance Operations | Type of Materials / Point of Delivery | Quantity | Unit | Unit Price | Cost |
|--------------------------------|---|----------|------|------------|----------------------|
| Group 8 Cold Patch | Sylvex or Equiv. on Truck | 100 | Ton | 75.00 | 7,500.00 |
| Group 9 Bituminous Patch | Incidental Bituminous Surface on Truck | 500 | Ton | 35.00 | 17,500.00 |
| Group 10 Incidental Surface | Incidental Bituminous Surface on Road | 600 | Ton | 68.00 | 40,800.00 |
| Prime | Bituminous Mat'l's Prime Coat (MC-30) | 300 | Gal | 3.00 | 900.00 |
| Group 11 Signing | Refl. Signs Complete F.O.B. Co. Garage | 600 | Each | 50.00 | 30,000.00 |
| Group 12 Signings | Penta Posts 4"x4"x12' F.O.B. Co. Garage | 300 | Each | 16.00 | 4,800.00 |
| Signing | Penta Posts 4"x6"x12' F.O.B. Co. Garage | 300 | Each | 28.00 | 8,400.00 |
| Signing | Penta Posts 4"x6"x16' F.O.B. Co. Garage | 100 | Each | 32.00 | 3,200.00 |
| Signing | Penta Posts 4"x6"x18' F.O.B. Co. Garage | 50 | Each | 42.00 | 2,100.00 |
| Signing | Steel Posts F.O.B. Co. Garage | 350 | Each | 18.00 | 6,300.00 |
| Signing | Delineators F.O.B. Co. Garage | 500 | Each | 15.00 | 7,500.00 |
| Group 14 Sealing | Cover Coat Agg. CA-14 Stockpiled | 4000 | Ton | 8.50 | 34,000.00 |
| Sealing | Seal Coat Agg. CA-16 Stockpiled | 500 | Ton | 8.00 | 4,000.00 |
| Total Materials Cost | | | | | \$ 480,230.00 |

Submitted _____

Approved _____

Highway Commissioner _____

County Engineer _____

Submit 4 Copies for Road District
Submit 3 Copies for County

Approved _____

District Engineer _____

ILLINOIS
DEPARTMENT OF
TRANSPORTATION

COUNTY OR TOWNSHIP
ESTIMATE OF MAINTENANCE
COST

County: McLean
Section: 03-00000-00-GM

Estimated Costs

Day Labor / Labor & Equipment \$ _____
 Day Labor / Materials \$ _____
 Contract \$ _____
 Total Est. Maint. Cost \$ _____
 Maintenance Engineering \$ _____

*** List Materials for Day Labor Maintenance Operations**

Materials

| Maintenance Operations | Type of Materials / Point of Delivery | Quantity | Unit | Unit Price | Cost |
|------------------------|---------------------------------------|----------|-------|------------|---------------|
| RR Pvmnt. Marking | Refl. Marking Tapes F.O.B. Co. Garage | 27 | Rolls | 350.00 | 9,450.00 |
| Crack Filler | Crack Filler | 26,000 | Lbs. | 0.30 | 7,800.00 |
| Center Striping | Yellow Paint F.O.B. Co. Garage | 8,085 | Gal | 5.00 | 40,425.00 |
| Edge Striping | White Paint F.O.B. Co. Garage | 12,375 | Gal | 4.25 | 52,593.75 |
| Striping | Glass Beads | 124,000 | Lbs. | 0.20 | 24,800.00 |
| Group 18 | | | | | |
| Ice Control | Salt | 3,500 | Ton | 40.00 | 140,000.00 |
| Ice Control | Calcium Choride F.O.B. Co. Garage | 12,000 | Gal | 0.50 | 6,000.00 |
| Ice Control | Sand on Truck | 500 | Ton | 4.50 | 2,250.00 |
| Ice Control | Cinders on Truck | 600 | Ton | 7.50 | 4,500.00 |
| Erosion Control | Fabric F.O.B. Co. Garage | 9,000 | S.Y. | 0.50 | 4,500.00 |
| Erosion Control | Straw Bales | 500 | Each | 4.00 | 2,000.00 |
| Seeding | Grass Seed on Truck | 8,000 | Lbs. | 2.00 | 16,000.00 |
| Seeding | Mulch on Truck | 2,000 | Bales | 7.50 | 15,000.00 |
| Ditches | Sod on Truck | 800 | S.Y. | 2.50 | 2,000.00 |
| Ditches | Ditch Checks and Silt Fence | 800 | Ft. | 5.00 | 4,000.00 |
| Ditches | Catch Basinss F.O.B. Co. Garage | 50 | Each | 40.00 | 2,000.00 |
| Ditches | Grates F.O.B. Co. Garage | 10 | Each | 200.00 | 2,000.00 |
| Total Materials Cost | | | | | \$ 815,548.75 |

Submitted _____

Approved _____

Highway Commissioner

County Engineer

Submit 4 Copies for Road District
Submit 3 Copies for County

Approved _____

District Engineer

ILLINOIS
DEPARTMENT OF
TRANSPORTATION

COUNTY OR TOWNSHIP
ESTIMATE OF MAINTENANCE
COST

County: McLean
Section: 03-00000-00-GM

| | |
|-------------------------------|------------------------|
| | <u>Estimated Costs</u> |
| Day Labor / Labor & Equipment | \$ _____ |
| Day Labor / Materials | \$ _____ |
| Contract | \$ _____ |
| Total Est. Maint. Cost | \$ _____ |
| Maintenance Engineering | \$ _____ |

*** List Materials for Day Labor Maintenance Operations**

Materials

| Maintenance Operations | Type of Materials / Point of Delivery | Quantity | Unit | Unit Price | Cost |
|-----------------------------|--|----------|-------|------------|----------------------|
| Guardrail | SPBGR, Ends,Bolts,Posts, etc. F.O.B. Co. | Various | | Various | 6,000.00 |
| Drainage | CSCP F.O.B. Co. Garage | 600 | Ft. | 15.00 | 9,000.00 |
| Drainage | CSCP End Sections F.O.B. Co. Garage | 75 | Each | 40.00 | 3,000.00 |
| Drainage | Class SI Concrete on Road | 100 | C.Y. | 65.00 | 6,500.00 |
| Drainage | Flowable Fill on Road | 175 | C.Y. | 50.00 | 8,750.00 |
| Trench Backfill | Sand on Truck | 1000 | Ton | 5.00 | 5,000.00 |
| Dust Control | Calcium Cholride F.O.B. Co. Garage | 6000 | Gal | 0.50 | 3,000.00 |
| Soil Stabilization | Woven Fabric F.O.B. Co. Garage | 8000 | S.Y. | 0.75 | 6,000.00 |
| Bank Protection | Sheet Piling F.O.B. Co. Garage | 200 | Ft. | 20.00 | 4,000.00 |
| Heating Garage Group 16 | Natural Gas F.O.B. Co. Garage | 5,000 | Therm | 0.60 | 3,000.00 |
| Repair | Dura Patch | 76 | Ton | 125.00 | 9,500.00 |
| Total Materials Cost | | | | | \$ 879,298.75 |

Submitted _____

Approved _____

Highway Commissioner _____

County Engineer _____

Submit 4 Copies for Road District
Submit 3 Copies for County

Approved _____

District Engineer _____

ILLINOIS
DEPARTMENT OF
TRANSPORTATION

COUNTY OR TOWNSHIP
ESTIMATE OF MAINTENANCE
COST

County: McLean
Section: 03-00000-00-GM

| | <u>Estimated Costs</u> |
|-------------------------------|------------------------|
| Day Labor / Labor & Equipment | \$ _____ |
| Day Labor / Materials | \$ _____ |
| Contract | \$ _____ |
| Total Est. Maint. Cost | \$ _____ |
| Maintenance Engineering | \$ _____ |

*** List Materials for Day Labor Maintenance Operations**

Materials

| Maintenance Operations | Type of Materials / Point of Delivery | Quantity | Unit | Unit Price | Cost |
|------------------------|---------------------------------------|----------|------|------------|----------|
| | | | | | |
| Total Materials Cost | | | | | \$ _____ |

Submitted _____

Approved _____

Highway Commissioner

County Engineer

Submit 4 Copies for Road District
Submit 3 Copies for County

Approved _____

District Engineer



Nicor Gas
1844 Ferry Road
Naperville, IL 60563-9600

Mailing Address:
P.O. Box 190
Aurora, IL 60507-0190

Phone 630 983-8676
Internet www.nicor.com

4-D

October 17, 2002

Mr. John E. Mitchell
County Engineer
McLean County Highway Department, Administration Building
102 S. Towanda-Barnes Rd.
Bloomington, Illinois 61704

Re: Oakland Avenue Road
McLean County
Nicor Reimbursable Work

Dear Mr. Mitchell:

Enclosed you find the reimbursable estimate for the Oakland Avenue road project. The estimated reimbursable portion comes to 100% or \$29,087.10 of the total relocation of Nicor Gas facilities. Enclosed you will find documentation supporting the estimate.

Thank you for your cooperation in this matter.

Sincerely,

Scott Stogsdill
Utility Consultant

SS: Oakland Ave.
attachments

OCT 24 2002
MCLEAN CO. HIGHWAY DEPT.

Agreement

THIS AGREEMENT, made and entered into by and between the COUNTY OF McLEAN, hereinafter referred to as the COUNTY, and NORTHERN ILLINOIS GAS COMPANY, d/b/a NICOR GAS, hereinafter referred to as the COMPANY,

WITNESSETH:

WHEREAS, the COUNTY desires to construct certain road improvements to OAKLAND AVENUE, and

WHEREAS, in order to allow for the road construction, the COUNTY desires the COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans as listed below:

| <u>Location</u> | <u>Estimate</u> | <u>Work Order</u> |
|-----------------|-----------------|----------------------|
| Bloomington | \$29,087.10 | 148943/348943/448943 |

Reimbursable Portion: 100% = \$29,087.10

WHEREAS, the cost of relocating said facilities has been determined to be eligible for partial reimbursement to the COMPANY, with the COUNTY responsible for 100% of the estimated cost, as shown above.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1: The COMPANY shall prepare the detailed drawings (including surveys and other engineering services), estimates of cost, and any required specifications for the relocation and protection of its facilities, and the expense for such drawings, specifications, etc. shall be chargeable to this improvement and reimbursed by the COUNTY as hereinafter set forth. These detailed plans, estimates and specifications shall be submitted to the COUNTY for its approval, which approval will not be unreasonably withheld.

SECTION 2: The COUNTY will obtain, at no expense to the COMPANY, all necessary easements, including but not limited to, parking construction working space, material and equipment staging areas outside the COMPANY'S existing property rights required to complete work as herein specified in a form acceptable to the COMPANY and prior to the COMPANY'S initiating the work.

SECTION 3: The COMPANY, in substantial accordance with the approved plans and specifications, shall protect and or relocate its facilities as herein set forth. The total estimated cost of the work is \$29,087.10 with the COUNTY responsible for 100% of that estimated cost.

SECTION 4: The COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement (in duplicate) of its portion of the costs, including overheads. Provided that the costs are reasonable, the COUNTY shall reimburse the COMPANY for 100% of the amount billed, even if the billed amount exceeds the preliminary estimate set forth above. Payment shall be made in full by the COUNTY within 30 days of receipt of statement.

SECTION 5: The Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the dates below indicated.

EXECUTED by the COMPANY, this _____ day of _____, 2002.

NORTHERN ILLINOIS GAS COMPANY d/b/a
NICOR GAS

By _____
Vice President

WITNESS:

EXECUTED by the COUNTY, this _____ day of _____, 2002.

COUNTY OF McLEAN

By _____

Title: _____

ATTEST:

Title:

| | | | |
|--|--|---|---|
| <input type="checkbox"/> STATE HIGHWAY | <input checked="" type="checkbox"/> EASEMENT—FRONTAGE | <input type="checkbox"/> FOREST PRESERVE | <input type="checkbox"/> SANITARY DISTRICT |
| <input checked="" type="checkbox"/> COUNTY HIGHWAY | <input type="checkbox"/> RAILROAD | <input type="checkbox"/> TOLL ROAD | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> EASEMENT—PRIVATE | <input type="checkbox"/> WATERWAY | <input type="checkbox"/> C. E. COMPANY | <input type="checkbox"/> |
| TOWNSHIP <u>Bloomington</u> | COUNTY <u>McLean</u> | CITY OR VILLAGE <u>Bloomington (out)</u> | STREET OR ROAD |
| WITHIN CORPORATE LIMITS OF A MUNICIPALITY | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | KIND OF PAVEMENT | SIZE AND NO. OF PAVEMENT OPENINGS <u>2''</u> |
| LOCATION AND WORK TO BE DONE | | | |
| | | | |
| WORK TO BE STARTED | | | |
| | | | |
| SECTION | TOWNSHIP | RANGE | PM |
| G. M. NO. <u>B12081A</u> | W. O. NO. <u>153058</u> | FUNCTION NO. | S. O. P. NO. <u>1</u> |
| SUBMITTED BY <u>D. M. King</u> | DATE <u>11-6-69</u> | APPROVED | FORWARD PERMIT TO <u>Construction</u> DEPT. |

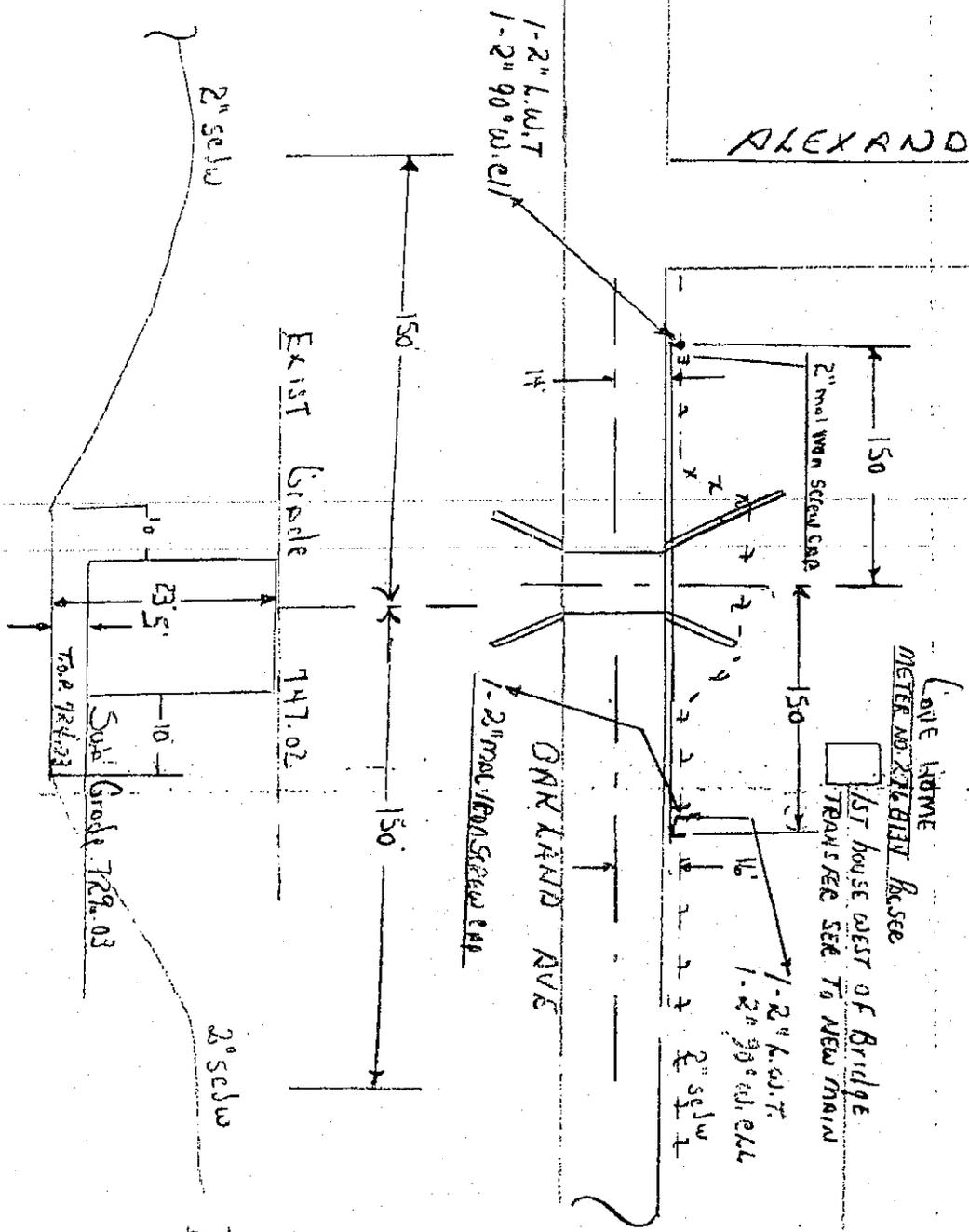
REQUISITION FOR RIGHT OF WAY

| | | | |
|---|--|--|--|
| <input type="checkbox"/> STATE HIGHWAY | <input type="checkbox"/> EASEMENT—FRONTAGE | <input type="checkbox"/> FOREST PRESERVE | <input type="checkbox"/> SANITARY DISTRICT |
| <input type="checkbox"/> COUNTY HIGHWAY | <input type="checkbox"/> RAILROAD | <input type="checkbox"/> TOLL ROAD | <input type="checkbox"/> |
| <input type="checkbox"/> EASEMENT—PRIVATE | <input checked="" type="checkbox"/> WATERWAY | <input type="checkbox"/> C. E. COMPANY | <input type="checkbox"/> |
| TOWNSHIP <u>Bloomington</u> | COUNTY <u>McLean</u> | CITY OR VILLAGE <u>Bloomington</u> | STREET OR ROAD |
| WITHIN CORPORATE LIMITS OF A MUNICIPALITY | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | KIND OF PAVEMENT | SIZE AND NO. OF PAVEMENT OPENINGS <u>none</u> |
| LOCATION AND WORK TO BE DONE | | | |
| | | | |
| WORK TO BE STARTED <u>Rush</u> | | | |
| | | | |
| SECTION | TOWNSHIP | RANGE | PM |
| G. M. NO. <u>12081AE</u> | W. O. NO. <u>153058</u> | FUNCTION NO. | S. O. P. NO. |
| SUBMITTED BY <u>D. M. King</u> | DATE <u>12-4-69</u> | APPROVED | FORWARD PERMIT TO <u>Construction</u> DEPT. |

NORTH ↑

ALEXANDER RD

2" sch w main est route



ONE HOME
METER BOX
1/2 house west of bridge
TRANSFER SEE TO NEW MAIN

EXIST Grade 747.02

23.5'
Soil Grade 729.03
Tape 724.03

PERMITS
MILKERN County Highway

BLOOMING TON
WEST OF ALEXANDER RD
ON S/S OAKLAND AVE
ATLAS 12092
U.O. 148943
AUSTRI 300'-2" sch w
RETIRE 300'-2" sch w

Nicor Gas

Estimate for cost incurred due to revision of existing facilities in connection with improvements

| | |
|---|--|
| Project Type: Public Improvement (Contractor) | Date: Oct 15, 2002 |
| Design Dept: Local Region | W.O.#: 448943 |
| Town: BLOOMINGTON | By: Aaron Foelske |
| County: MCLEAN | Contract #: 8064-01 - KLP CONSTRUCTION |
| Township: BLOOMINGTON | Section #: |
| Job #: | File #: B12072C-A |
| Private Improvement: TRUE | (see below Income Tax Gross-up) |

Location: Oakland Ave
 Description: Retire 400' of 2" steel gas main

Summary Items

Direct Charges

| | | |
|---|--------------------------------|--------------------|
| 1 | Material Cost | \$562.10 |
| 2 | Company Labor | \$1,523.20 |
| 3 | Contract Labor | \$0.00 |
| 4 | Additions To Contract Labor | \$13,699.00 |
| 5 | P. O. | \$2,000.00 |
| 6 | Miscellaneous | \$0.00 |
| 7 | Service Transfer Cost | \$0.00 |
| 8 | <i>Total of Direct Charges</i> | \$17,784.30 |

Overheads

| | | | |
|----|------------------------|--------------------------------------|---------------------|
| 9 | Engineering | 0.1800% of Investment Total + Line 7 | \$3,201.17 |
| 10 | Employee Benefits | 0.5800% of Investment Company Labor | \$883.46 |
| 11 | Material Handling | 0.1400% of Investment Material | \$78.69 |
| 12 | Indirect Costs | 0.2200% of Investment Total + Line 7 | \$3,912.55 |
| 13 | Admin | 0.0100% of Investment Total + Line 7 | \$177.84 |
| 14 | Fleet | 0.4700% of Investment Company Labor | \$715.90 |
| 15 | <i>Total Overheads</i> | | \$8,969.62 |
| 16 | <i>Sub Total</i> | of Line 8 + Line 15 | \$26,753.92 |
| 17 | Reimbursable Items | | \$29,087.10 |
| 18 | <i>Sub Total</i> | | (\$2,333.17) |
| 19 | Income Tax Gross Adj | 0.3500% of Line 18 | (\$816.61) |

Total W.O. Cost **(\$3,149.78)**

70 1711
McL-1442-C
7-23-2

| | | |
|------------------------|---------|---------------|
| SEC. 7 | TWP. 23 | R. 2E3 |
| Bloomington TWP | | McLean COUNTY |
| CENTRAL FILE NO. 1442- | | |

NORTHERN ILLINOIS GAS COMPANY
GAS MAIN EASEMENT

W.O. 153058

PARCEL-2 - 25R

The Grantor S. KIRK Y. CRUZE AND MARILYN J. CRUZE, HIS WIFE

of _____, Illinois, his (her, their) successors, assigns, heirs, administrators and executors, in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid by the NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation (the sufficiency thereof and receipt of which is hereby acknowledged) does hereby give and grant unto said NORTHERN ILLINOIS GAS COMPANY, its successors and assigns, a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary gas facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in McLean County, Illinois:

That part of the West 115 Ft of the East 252 Ft of Lot 7 and 2 acres off the West side of Lot 6 in the Assessor's Sub-division of the East half of Section 7, Township 23 North - Range 2 East of the Third Principal Meridian lying between the center line of Oakland Avenue and a line drawn 60 Ft South of and parallel with said roadway center line.

Also

In, upon, under, along and across the Southerly half of the public highway known as Oakland Avenue which extends along the Northerly side of the following described property, all the above situated in Bloomington Township, McLean County, Illinois.

IN WITNESS WHEREOF, the Grantor S., have VE hereunto set their hand and seal this 12th day of December, A.D., 1969.

Kirk Y. Cruze
Marilyn J. Cruze

STATE OF ILLINOIS)
COUNTY OF McLean) SS

I, Lawrence E. Quinn, a Notary Public in and for said County and State and residing in the County of McLean do hereby certify that Kirk Y. Cross and Marilyn J. Cross personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of December, A.D., 1969.

Lawrence E. Quinn
Notary Public

My Commission expires 1/6/70.



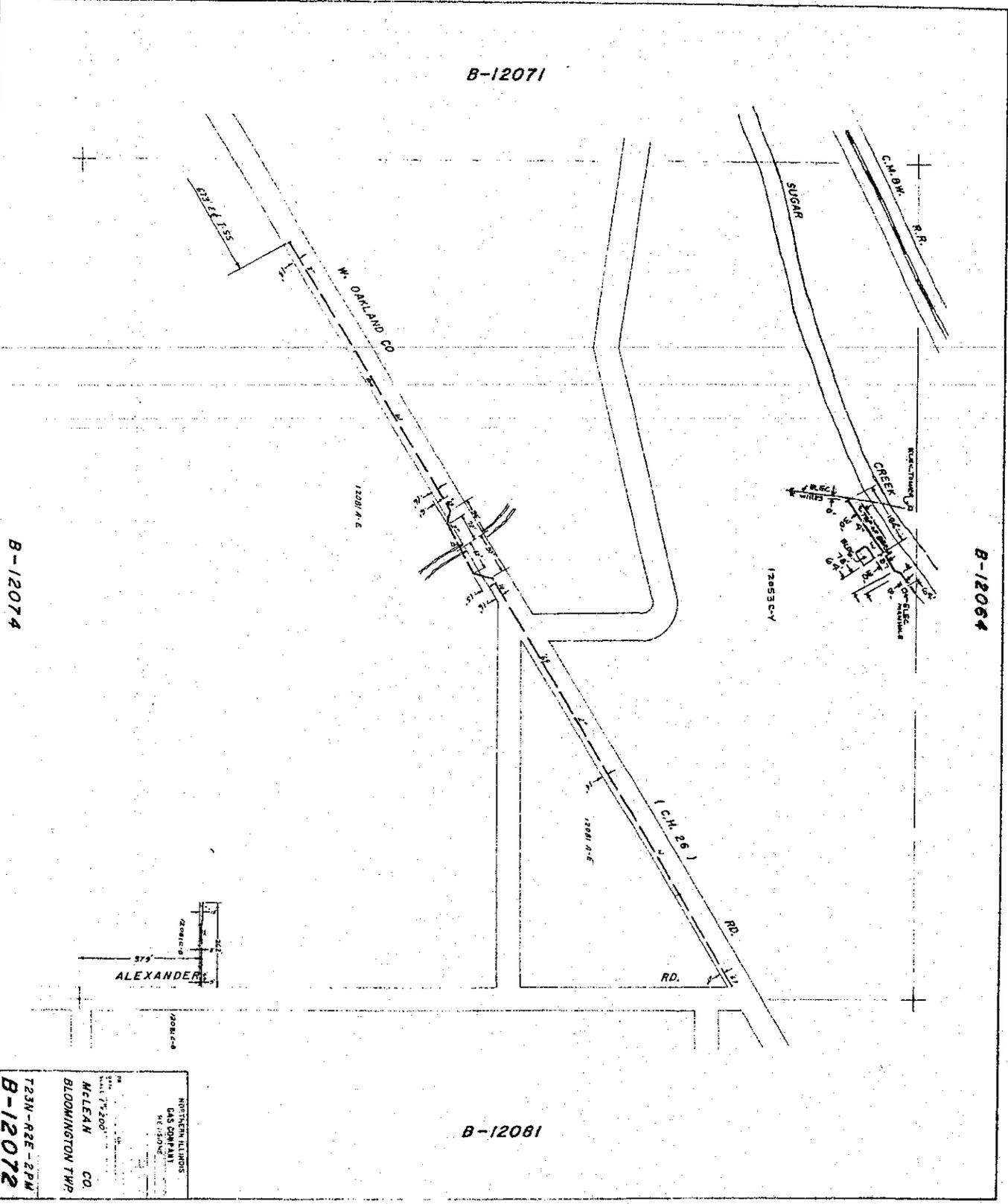
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B-12072

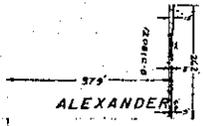
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B-12074

B-12064

B-12081



723N-R2E-2PM
B-12072

NORTHERN ILLINOIS
L&S COMPANY
CHICAGO
ILL.

MCLEAN
CO.
BLOOMINGTON TWP.

JOLIET, ILLINOIS
DATE 12-17-69

SUBJECT: RELEASE OF WORK ORDER NUMBER 153058

FROM: J. J. Ducett

TO: E. C. Ray

IN SO FAR AS PRIVATE PROPERTY AND FRONTAGE EASEMENTS ARE CONCERNED
THE ABOVE MENTIONED WORK ORDER IS HEREBY RELEASED FOR CONSTRUCTION.
PLEASE CHECK YOUR WORK ORDER POCKET TO BE CERTAIN YOU HAVE ALL OTHER
PERMITS NECESSARY BEFORE RELEASING FOR CONSTRUCTION.

NOTE ANY CONDITIONS:

Creek Crossing:

Mr. Kirk Cruze has a path for animals to cross in the area where we will be digging. Be sure this area is left in a condition as good or better than we found it. Also be sure animals are out of field. A temporary fence is erected before original fences are taken down.

12-3-69, 1969

Mr. H. W. Berkermier
County superintendent of Highways
McLean County
Bloomington, Illinois
303 W. Jefferson St.

Dear Sir:

Permission is hereby requested to perform the following work on County Highway 26Oakland RoadLocation; N.W. $\frac{1}{4}$ sec. 8, Bloomington twp., McLean County.

Installation; 2" Steel gas main in accordance with attached sketch.

Pavement breaks; None

Conditions;

- 1 - Necessary municipal permission shall be obtained.
- 2 - Construction equipment shall not obstruct traffic.
- 3 - Driveways disturbed in doing this proposed work, shall be restored to their original condition.

COUNTY HIGHWAY DEPARTMENT

Date 12/12/69
Approved:

H. W. Berkermier
Superintendent of Highways

NORTHERN ILLINOIS GAS COMPANY

By W. C. Ray
For the Coordinator of Technical Services

25 November 2002

4-E



Mr. Jack Mitchell, County Engineer
McLean County Highway Department
RR 1, Box 85
Bloomington, Illinois 61704

Principals
L. Eugene Dillow, AIA
John R. Drayton, AIA
Michael E. Cardinal, AIA
Charles W. Kress, AIA
Randall L. West, AIA
Samuel J. Johnson, AIA
Steven T. Oliver, AIA

Associates
Scott M. Likins, AIA
Bruce L. Maxey, AIA
Barbara Meek, AIA
Mark A. Ritz, AIA
Timothy J. McGrath, AIA

Re: New Storage and Materials Garage
Phase I of Master Plan for a new site

Dear Mr. Mitchell,

BLDD Architects, Inc. is pleased to provide you with the following proposal for a new Storage and Materials Garage as Phase I of the Master Plan for a new site for the McLean County Highway Department.

Description of Services to be provided:

Schematic Design, Design Development, Construction Documents, Bidding, and Administration of Construction Documents.

Professional Fees for the subject project:

The lump sum Professional Fee is based on 8.48% of a probable construction cost of \$780,000.00 as per the attached BLDD fee schedule.

The Professional Fee is estimated at \$66,144.00 for all services listed above in the Description of Services. ($\$780,000.00 \times 8.48\% = \$66,144.00$)

The Professional Fee includes fees for Civil Engineers and Mechanical, Electrical and Plumbing Engineers as needed on the subject project.

Reimbursable expenses shall be in addition to the above-mentioned Professional Fees and shall be billed at one and one-tenth times the amount invoiced to the Architect.

All of these above mentioned services will be covered under a standard AIA B151-97 Contract. (a copy has been attached for your review)

The schedule for these services has yet to be determined.

We look forward to the opportunity to work with you on the start of this very significant project. If you have any questions or require any additional information at this time please contact me at our Bloomington Office (309) 828-5025.

Sincerely,
BLDD Architects, Inc.
Bloomington Office

R. Carson Durham
RCD:lk

Enclosure
C:\My Documents\MCHD Ltr of Prop.doc

Over 70 Years of Architecture

100 merchant street
decatour, illinois 62523
phone 217 429-5105
fax 217 429-5167
e-mail: bldd@bldd.com

2104 west springfield avenue
champaign, illinois 61821
phone 217 356-9606
fax 217 356-8861
e-mail: bldd-cha@bldd.com

115 west jefferson, suite 103
bloomington, illinois 61701
phone 309 828-5025
fax 309 828-5127
e-mail: bldd-blm@bldd.com

833 west jackson, suite 100
chicago, IL 60607
phone 312 829-1987
fax 312 666-8967
e-mail: bldd-chi@bldd.com

Professional Fees – Percentage Basis

Effective January 1, 2002 thru December 31, 2002



Architectural fees are determined based upon the size and complexity of the project. The scope of the architectural services are based upon Standard Services outlined in the AIA Document B151, 1997 Edition, Standard Form of Agreement Between Owner and Architect. The rate schedules are used as a basis for percentage or fixed fee contracts. Mixed use projects are adjusted according to their complexity.

NEW CONSTRUCTION PROJECTS ARE CLASSIFIED INTO THE FOLLOWING GROUPS:

Group 1 - Complex: Such facilities are generally complex in design and detail, and involve complex programs, mechanical systems, or building codes.

| | | |
|--|---------------------------------------|--|
| Auditoriums | College Bldg. with Special Facilities | Complex Engineering Projects |
| Courthouses | Developmental Centers | Extended Care Facilities |
| Hospitals | Laboratories | Correctional Facilities |
| Medical Office Facilities and Clinics | Historical Monuments | Museums and Galleries |
| Swimming Pool/Natoriums | Schools for Physical Handicapped | Theaters, or Church Worship |
| | Laboratory/Technology Centers | Spaces Designed for Performing Arts and Music |

Group 2 - Average: These facilities have a normal amount of complexity in program requirements, design features, and mechanical systems.

| | | |
|------------------------------|----------------------------------|---------------------------------|
| College Classroom Facilities | Convention Facilities | Dietary Facilities, Restaurants |
| Dining Halls (Institutional) | Dormitories | Gymnasiums |
| Laundry Facilities | Office Buildings | Park, Playground and |
| Police Stations | Schools (Elementary & Secondary) | Recreational Facilities |
| Churches | Vocational Schools | Libraries |
| Condominiums | | |

Group 3 - Utilitarian: Facilities of this classification are of simple or repetitive construction without any great degree of special finish or design.

| | | |
|------------------------------|-------------------------------------|-------------------------|
| Apartments | Armories | Cold Storage Facilities |
| Farm Structures | Hangers | Parking Structures and |
| Shop & Maintenance Buildings | Simple Industries Building | Repetitive Garages |
| Warehouses | Site work-water, Sewer, Roads, etc. | |

FEE SCHEDULE NEW CONSTRUCTION

| <u>CONSTRUCTION COST</u> | <u>GROUP 1</u> | <u>GROUP 2</u> | <u>GROUP 3</u> |
|--------------------------|----------------|----------------|----------------|
| \$ 500,000 | 11.47% | 10.35% | 9.24% |
| \$ 1,000,000 | 10.33% | 9.22% | 8.10% |
| \$ 1,500,000 | 9.93% | 8.81% | 7.70% |
| \$ 2,000,000 | 9.64% | 8.51% | 7.40% |
| \$ 2,500,000 | 9.36% | 8.25% | 7.13% |
| \$ 3,000,000 | 9.14% | 8.02% | 6.90% |
| \$ 3,500,000 | 8.95% | 7.83% | 6.72% |
| \$ 4,000,000 | 8.79% | 7.68% | 6.56% |
| \$ 4,500,000 | 8.65% | 7.52% | 6.41% |
| \$ 5,000,000 | 8.51% | 7.39% | 6.28% |
| \$ 6,000,000 | 8.28% | 7.16% | 6.05% |
| \$ 8,000,000 | 7.96% | 6.84% | 5.73% |
| \$12,500,000 | 7.74% | 6.63% | 5.53% |
| \$15,000,000 | 7.65% | 6.56% | 5.46% |
| \$17,500,000 | 7.56% | 6.49% | 5.40% |

| <u>CONSTRUCTION COST</u> | <u>GROUP 1</u> | <u>GROUP 2</u> | <u>GROUP 3</u> |
|--------------------------|----------------|----------------|----------------|
| \$20,000,000 | 7.48% | 6.42% | 5.35% |
| \$22,500,000 | 7.39% | 6.35% | 5.26% |
| \$25,000,000 | 7.32% | 6.29% | 5.19% |
| \$27,500,000 | 7.22% | 6.22% | 5.19% |
| \$30,000,000 | 7.13% | 6.14% | 5.14% |
| \$32,500,000 | 7.05% | 6.07% | 5.08% |
| \$35,000,000 | 6.97% | 6.01% | 5.03% |
| \$37,500,000 | 6.88% | 5.93% | 4.98% |
| \$40,000,000 | 6.79% | 5.86% | 4.94% |

A/E costs and effort may vary greatly between individual remodeling projects of the same dollar amount as new construction. Similarly, project delivery methods (design/build, construction management, fast-track, etc.) have a significant impact on the overall fee. Consequently, each project is analyzed on an individual basis. The fee is based upon the building type classification and may be adjusted by up to 3% additionally, depending on the remodeling complexity and delivery method (1% minor, 2% average, 3% complex).

AIA Document B151 - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

and the Architect:
(Name, address and other information)

For the following Project:
(Include detailed description of Project)

The Owner and Architect agree as follows.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.



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2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques

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2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.



2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

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2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

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2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests

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and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

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ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;



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2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

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3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.



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4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

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ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST



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5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

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5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.



ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this

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Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.



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7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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8.5 This Agreement may be terminated by the Owner upon not less than seven days written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

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9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

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10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 An Initial Payment of Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

| | |
|-------------------------------|----------------------------|
| Schematic Design Phase: | percent (%) |
| Design Development Phase: | percent (%) |
| Construction Documents Phase: | percent (%) |
| Bidding or Negotiation Phase: | percent (%) |
| Construction Phase: | percent (%) |
| Total Basic Compensation: | one hundred percent (100%) |

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



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AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D. C. 20006-5292

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of () times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of () times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

11.5 ADDITIONAL PROVISIONS

11.5.1 If the Basic Services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services. Identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name and title)

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AIA DOCUMENT B151-1997
ABBREVIATED OWNER-ARCHITECT
AGREEMENT

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

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McLEAN COUNTY HIGHWAY DEPARTMENT
5-YEAR PLAN FY2003-2007

4-1

| CO. HWY | NAME | FROM | TO | RATING | ADT | TYP CONST. | LENGTH | TOTAL COST | CO. MFT. | CO MATCH | CO HWY BRIDGE | FEDERAL | OTHER |
|---------|-----------------------------|------------|---------------|--------|-------|------------------------|-----------|------------|----------|----------|---------------|-----------|-------|
| | 2003 | | | | | | | | | | | | |
| 32 | Stringtown Rd. (Carry Over) | 250E | 825E | | 1,150 | ROW Grade | 5.75 Mile | 250,000 | 200,000 | | 50,000 | | |
| 32 | Stringtown Rd. | 250E | 400E | 2.67 | 1,150 | Widening & Resurface | 1.6 Miles | 600,000 | 400,000 | | 200,000 | | |
| 59 | Stanford - McLean Rd. | 400N | 800N | 2.33 | 500 | Resurface | 4.0 Miles | 800,000 | | 160,000 | | 640,000 | STR |
| 31 | Pipeline Rd | I-55 | Northtown Rd. | IDOT | 3000 | New 4-Lane | 0.5 Mile | 2,100,000 | | 210,000 | | 1,680,000 | STU |
| 17 | Ellisworth Rd. | Ellisworth | Dawson Lake | 2.67 | 450 | Resurface | 2.0 Miles | 400,000 | 200,000 | 200,000 | | | |
| 29 & 12 | Gridley Rd. | I-55 | 1950E & 2200N | 3.00 | 2900 | Resurface; bridge deck | 2.4 Miles | 700,000 | 300,000 | 300,000 | 100,000 | | |
| 44 | McLean Rd. | CH59 | RT. 136 | 3.00 | 950 | Resurface | 1.1 Miles | 250,000 | 150,000 | 100,000 | | | |
| 24 | Section V Bridge | 190E | | | 2250 | New Bridge | | 500,000 | | | 350,000 | | |
| | New Garage Etc. | | | | | | | 350,000 | | | | | |

Normal

| | | | | | | | | | | | | | |
|----|-------------------|-------|--------------------------|------|-----|-----------------------|------------|-----------|---------|---------|---------|--|--|
| | 2004 | | | | | | | | | | | | |
| 53 | Carlock - Danvers | I-74 | Danvers | 2.00 | 350 | ROW Rebuild | 5.25 Miles | 1,600,000 | 500,000 | 400,000 | 700,000 | | |
| 59 | Stanford Rd. | 800N | Rt. 122 | 2.00 | 900 | Resurface | 3.0 Miles | 650,000 | 300,000 | 350,000 | | | |
| 25 | Holder Rd. | Rt. 9 | 1/2 Mile South of Holder | 3.33 | 750 | ROW; Resurface; widen | 3.0 Miles | 750,000 | 380,000 | 260,000 | 110,000 | | |
| | New Garage Etc. | | | | | | | 250,000 | | 250,000 | | | |

| | | | | | | | | | | | | | |
|----|-----------------------|------------|-------------|------|------|--------------------|------------|-----------|-----------|---------|---------|-----------|-----|
| | 2005 | | | | | | | | | | | | |
| 53 | Carlock-Danvers | I-74 | Danvers | 2.00 | 350 | A-3 Surface | 5.25 Miles | 170,000 | | | 170,000 | | |
| 8 | P.J. Keller | I-55 | Spillway | 3.33 | 1000 | Resurface | 6.5 Miles | 1,300,000 | | 260,000 | | 1,040,000 | STR |
| 70 | Old Rt. 150 (C.H. 70) | Locust St. | New 150 | 3.00 | 6700 | Bridge - Resurface | 4.5 Miles | 1,700,000 | 500,000 | 500,000 | 700,000 | | |
| 8 | P.J. Keller | I-55 | Interchange | 0.67 | 3500 | Patch - Resurface | 0.6 Miles | 1,000,000 | 1,000,000 | | | | |

| | | | | | | | | | | | | | |
|---------|----------------------|-----------|-------------------|------|------|----------------|------------|-----------|---------|---------|---------|---------|-----|
| | 2006 | | | | | | | | | | | | |
| 12 & 65 | Hudson-Suckey Rd. | Rt. 66 | West of I-55 | 3.33 | 450 | Resurface | 1.25 Miles | 250,000 | 250,000 | | | | |
| 21 | Lexington-LeRoy Rd. | 880N | Rt. 9 | 3.33 | 1150 | Resurface | 5.20 Miles | 1,200,000 | 425,000 | 300,000 | | 475,000 | STR |
| 23 | Meadows Rd. | Lexington | Livingston County | 3.33 | 700 | ROW - Widening | 7.25 Miles | 2,200,000 | 800,000 | 600,000 | 200,000 | 600,000 | |
| 40 | LeRoy-Bellflower Rd. | Lex-LeRoy | School | 4.00 | 1200 | Resurface | 0.5 Miles | 200,000 | 160,000 | 100,000 | | | |

| | | | | | | | | | | | | | |
|----|----------------------|---------|-------|------|------|----------------------|------------|-----------|---------|---------|---------|---------|--|
| | 2007 | | | | | | | | | | | | |
| 13 | Colfax-Weston Rd. | Rt. 165 | 2450N | 4.00 | 1150 | Resurface | 4.5 Miles | 950,000 | | 475,000 | | | |
| 21 | Lexington-LeRoy Rd. | Rt. 150 | 880N | 4.00 | 1250 | Resurface | 4.0 Miles | 850,000 | 450,000 | 400,000 | | | |
| 12 | Hudson - Carlock Rd. | 725E | 1200E | 3.67 | 550 | ROW - Widening | 4.75 Miles | 1,400,000 | 580,000 | 270,000 | 350,000 | 200,000 | |
| 36 | Funk's Grove Road | 900E | 1100E | 2.00 | 200 | Widening - Resurface | 2.0 Miles | 500,000 | 500,000 | | | | |
| | Narrow Bridge | | | | | New Bridge | | 400,000 | | | 400,000 | | |

UNFUNDED COUNTY HIGHWAY DEPARTMENT PROJETS POSTPONED NOT IN 2002-2006 PROGRAM

| C. H. | NAME | FROM | TO | TY. CONST. | RATING | EXISTING ROAD | ADT | LENGTH | TOTAL COST |
|--------|------------------------|-------------------------------|-----------------------|----------------------------|------------|---------------|------------|--------|---------------|
| 12 | Hudson Rd. | 1200E | I-39 | R.O.W., Regrade, Resurface | 4.00 | O/C | 1150 | 2.00 | \$ 900,000 |
| 41 | Funk Farm Rd. | 850N | 850N | Resurfacing | 3.00 | BITUMINOUS | 175 | 3.50 | \$ 650,000 |
| 36 | Washington St. (Downs) | RT 150 | C.H. 27 | Rebuild C & G | 2.00 | O/C | 1450 | 0.50 | \$ 800,000 |
| 29, 34 | I-55 Interchange | Towanda | Shirley | Patch & Resurfacing | 1.67, 3.00 | CONCRETE | 3400, 1600 | 1.50 | \$ 1,300,000 |
| 13 | Weston - Colfax Rd. | RT 24 | 2700N | Resurfacing | 4.33 | BITUMINOUS | 1250 | 4.00 | \$ 860,000 |
| 12 | Hudson Rd. | Pipeline Rd. | Towanda Rd. | R.O.W., Widen & Resurface | 4.00 | O/C | 650 | 2.00 | \$ 600,000 |
| 28 | Ireland Grove Rd. | Holder Rd. | Elisworth Rd. | R.O.W., regrade, Pave | Transfer | O/C | 700 | 4.50 | \$ 1,600,000 |
| 55 | Congerville Rd. | Danvers | 1 Mile West | Resurfacing | 4.33 | O/C | 1300 | 0.83 | \$ 250,000 |
| 21 | LeRoy South | Rt. 136 | DeWitt County | R.O.W., Widen & Resurface | 6.67 | O/C | 650 | 2.00 | \$ 600,000 |
| 17 | Cooksville Rd. | RT 9 | RT 165 | Resurfacing | 4.33 | BITUMINOUS | 900 | 4.00 | \$ 1,100,000 |
| 28 | Ireland Grove Rd. | Towanda-Barnes Rd. | Holder | R.O.W., Regrade | 5.00 | O/C | 1100 | 5.00 | \$ 1,800,000 |
| 3 | Mansfield Rd. | DeWitt Co. | RT 136 | R.O.W., Widen & Resurface | 4.67 | O/C | 650 | 2.00 | \$ 800,000 |
| 45 | Waynesville Rd. | DeWitt Co. | RT 136 | R.O.W., Widen & Resurface | 6.33 | O/C | 700 | 2.00 | \$ 750,000 |
| 34 | Shirley Rd. | 300E | 1100E | R.O.W., Widen & Resurface | 6.00 | O/C | 500 | 8.25 | \$ 2,500,000 |
| 19 | Cherona Rd. | RT 66 | Livingston Co. | R.O.W., Widen & Resurface | 5.67 | O/C | 1000 | 0.50 | \$ 300,000 |
| 34 | Shirley Rd. | I-55 | 1375E | R.O.W., Widen & Resurface | 5.00 | O/C | 850 | 2.50 | \$ 700,000 |
| 36 | Thomas Craft Rd. | Downs | Lexington - LeRoy Rd. | R.O.W., Widen & Resurface | 6.33 | O/C | 1000 | 5.50 | \$ 1,700,000 |
| 36 | Dawson Lake Rd. | Lexington - LeRoy Rd. (2850E) | Dawson Lake (2850E) | R.O.W., regrade, Pave | 5.00 | O/C | 500 | 4.25 | \$ 1,300,000 |
| 27 | South Downs Rd. | DeWitt Co. | RT 136 | R.O.W., Widen & Resurface | 5.67 | O/C | 850 | 2.00 | \$ 700,000 |
| 26 | Six Points Rd. | Morris Ave. | Oakland Ave. | 4-Lane, 3 lane | Capacity | BITUMINOUS | 7900 | 1.50 | \$ 4,000,000 |
| 12 | Hudson Rd. | I-39 | Casey's | Resurfacing | 4.33 | O/C | 2700 | 1.00 | \$ 300,000 |
| 13 | Colfax-Weston | Rt. 24 | 2700N | Resurfacing | 4.33 | BITUMINOUS | 1250 | 4.00 | \$ 900,000 |
| 29 | Gillum Rd. | Rt. 136 | 650N | Resurfacing | 4.33 | BITUMINOUS | 1350 | 4.50 | \$ 1,000,000 |
| 6 | Kappa Rd. | Woodford County | Gridley Rd. | Rebuild | 4.67 | O/C | 275 | 4.75 | \$ 1,750,000 |
| 26 | Oakland Ave. | Six Points Rd. | Eucild St. | 3-Lane | Capacity | BITUMINOUS | 4000 | 1.50 | \$ 3,000,000 |
| 31 | Pipeline Road | Northlown Rd. | Hudson Rd. | Resurfacing | 4.67 | BITUMINOUS | 3000 | 4.00 | \$ 900,000 |
| 31 | Pipeline Road | Hudson Rd. | 2350N | Resurfacing | 4.33 | BITUMINOUS | 1100 | 2.50 | \$ 550,000 |
| | | | | | | | TOTAL | | \$ 31,660,000 |

LONG RANGE PROJECTS - NOT IN PROGRAM

| C.H. | NAME | FROM | TO | TY. CONST. | LENGTH | TOTAL COST |
|------|------------------------------|---------------|-------|-------------------|-----------------|---------------|
| | Mitsubishi Morway at Shirley | 850N | 1000N | R.O.W. / New Road | 1.5 Miles | \$ 8,000,000 |
| 29 | Towanda-Barnes Rd. | Ft. Jesse Rd. | I-55 | 4-Lane New Rd. | 4.0 Miles | \$ 12,000,000 |
| | | | | | TOTAL 5.5 Miles | \$ 20,000,000 |

COPY OF LAST YEARS

4-G

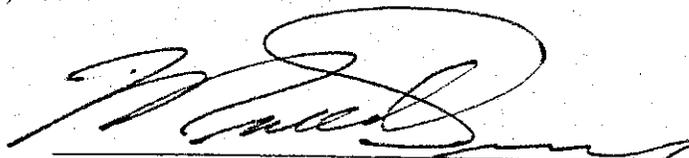
WHEREAS, the County Board of McLean County by resolution dated September 19, 2000, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2000, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$85,739.26 per year for January 1, 2002 thru December 31, 2002 and his traveling, instruction and schooling, and conference expenses are estimated at \$7,000.00 per year

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of Ninety Two Thousand Seven Hundred Thirty Nine Dollars and 26 cents (\$92,739.26) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2002 through December 31, 2002.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Ottawa, IL.

Approved by the County Board on December 18, 2001.

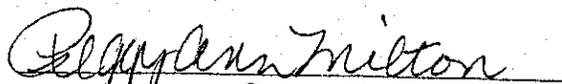

Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

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 monthly meeting held at Bloomington, Illinois on December 18, 2001.

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 day of December, A.D. 2001.

[SEAL]


County Clerk

12/5/2002 McLean County Highway Department Project Summary

| | | | |
|---------------------------------|-----------------|---------------|------------|
| Project Name | LeRoy-Lexington | | |
| Section Number | 99-00044-06-WR | | |
| County Highway | 21 | | |
| Location | Rt.165 to Rt.9 | | |
| Project Start Date | 6/25/2002 | | |
| Construction Start Date | | | |
| Construction Completed | | | |
| Appropriated Funds | | | |
| County MFT | 1,100,000.00 | | |
| County Matching Tax | | | |
| Total | | | |
| Project Status | | | |
| Projected Costs | | Spent to Date | %Complete |
| Construction Estimate | | | |
| Construction Bid | Rowe Const. | 686,421.50 | 70 |
| Construction -- Highway | | 503,875.00 | 95 |
| Prel. Eng. Lewis, Yockey, Brown | | 32,000.00 | 100 |
| Const. Eng. -- highway dept. | | 15,000.00 | 90 |
| Right-of-Way | | 65,000.00 | 100 |
| Total | | 1,302,296.50 | 692,766.78 |

Revised 12/03/02 js

NOTE: Dirt & shoulder work is essentially complete for this year. All binder has been laid. Aggregate shoulders have been installed. Project will be finished next Spring. Road opened to traffic on 12/04/02.

| 12/5/2002 McLean County Highway Department Project Summary | | | |
|--|-------------------|----------------------|------------------|
| Project Name | Danvers | | |
| Section Number | 02-00038-04-WR | | |
| County Highway | 18 & | | |
| Location | Town of Danvers | | |
| Project Start Date | 7/25/2002 | | |
| Construction Start Date | | | |
| Construction Completed | | | |
| Appropriated Funds | | | |
| County MFT | 300,000.00 | | |
| County Bridge Matching | 50,000.00 | | |
| County Highway | 50,000.00 | | |
| Total | 400,000.00 | | |
| Project Status | | | |
| | | Spent to Date | %Complete |
| Construction Estimate | | | |
| Construction Bid -- Rowe Const. | 212,290.00 | | 100 |
| Construction -- Highway Dept. | | 45,323.60 | 99 |
| Prel. Eng. | | 4,959.43 | 100 |
| Const. Eng. | 12,000.00 | 9,370.10 | 78 |
| Total | 224,290.00 | 59,653.13 | |

revised 12/03/02 js

Note: Rowe has finished contract. We've placed the aggregate shoulders. Minor drainage & seeding work to be completed next spring. Road was reopened to traffic on 10/01/02.



Illinois Department of Transportation

Division of Highways / District 3
700 East Norris Drive / Ottawa, Illinois / 61350-0697
Telephone 815/434-6131

5-B

November 8, 2002

Mr. B.H. Duffy Bass
Chairman, McLean County Transportation Committee
McLean County Board
104 W. Front Street
P.O. Box 2400
Bloomington, IL 61702-2400

RE: I-55 Interchanges

Dear Mr. Bass:

As requested, available funding to repair county highway pavement at I-55 interchanges includes the following:

- STR, Federal Funds received by the County yearly for construction on county highways.
- Motor Fuel Tax, State Funds received by the County monthly for construction or maintenance of county highways.

In addition, the County may apply for TARP Funds that provide \$30,000 per lane mile. Please note, TARP Funds must meet certain criteria and are in contention against other projects for selection.

If you have any further funding questions, please contact Jim Threadgill, District Local Roads Engineer, at 815-434-8402.

Sincerely,

A handwritten signature in black ink, appearing to read 'James J. Jereb'.

James J. Jereb
District Engineer



McLEAN COUNTY BOARD
 (309) 888-5110 FAX (309) 888-5111
 104 W. Front Street P.O. Box 2400

Bloomington, Illinois 61702-2400

NOV 07 '02

| | |
|---------------|-------------------------------------|
| BOOKING | |
| FIELD ENG. 1 | <input checked="" type="checkbox"/> |
| FIELD ENG. 2 | <input checked="" type="checkbox"/> |
| FIELD ENG. 3 | |
| OFFICE | |
| CRIT OPERA CR | |
| ADDITION | |
| SECRETARY | |
| FILE | |
| OTHER | |

Michael F. Sweeney
 Chairman

IDOT - OTTAWA

NOV 01 '02

Mr. James Jereb, District Engineer
 Illinois Department of Transportation
 700 E Norris Drive
 Ottawa, IL 61350

October 30, 2002

| | |
|---------------|-------------------------------------|
| Dist. Engr. | <input checked="" type="checkbox"/> |
| Prog. Dev. | |
| Studies/Plans | |
| Land Acq. | |
| Proj. Impl. | |
| Construction | |
| Materials | |
| Operations | |
| Local Roads | <input checked="" type="checkbox"/> |
| Admin. Serv. | |

RE: I-55 Interchanges

Dear Mr. Jereb,

I have received Secretary Brown's reply to Jack Mitchell concerning my letter to Secretary Brown regarding the three I-55 Interchanges at Shirley, Towanda and Lexington.

While we would disagree with the Secretary's reply throughout page one of his letter, we are very encouraged by page two, which says in part, these sections of Highway are eligible for numerous types of State and Federal funding to assist in our maintenance needs.

The Secretary advised us to contact Ottawa's IDOT District Office for assistance in programming funds for the maintenance of the roads. This paragraph would encourage me to believe that there is State or Federal funding that would be available to us to repair these three interchanges.

I hereby request your assistance in finding and utilizing these funds.

Sincerely,

B. H. Duffy Bass

B.H. "Duffy" Bass
 Chairman, McLean County Transportation Committee

Enclosure

JEM/kj

| | | | | |
|--|--|--|--|---|
| District #1 Stan Haselton Joseph Sommer | District #3 Michael F. Sweeney Diane R. Bostic | District #5 Ray Rodman B.H. "Duffy" Bass | District #7 John J. "Jack" Pokorney PA. "Sue" Berglund | District #9 Gene Salch Adam D. Kinzinger |
| District #2 Matt Sorensen W. Bill Emmert | District #4 Susie Johnson Dr. Robert L. Arnold | District #6 George J. Gordon David F.W. Setzer | District #8 Paul R. Segobiano Tarl Renner | District #10 Benjamin J. Owens Bob Nuckolls |



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

October 25, 2002

Mr. Jack Mitchell
McLean County Engineer
102 South Towanda-Barnes Road
Bloomington, Illinois 61704

Dear Mr. Mitchell:

Thank you for your letter of September 12, 2002 regarding the concerns about the maintenance and jurisdiction of the county highways that interchange with Interstate 55 at Shirley, Towanda and Lexington.

The department has reviewed the agreements for the three interchanges in question. The word "ramp" only appears in those agreements where the interstate highway interchanges with another local agency highway. The word "ramp" does not appear in those agreements where the local agency highway passes over the interstate. It is the department's position that the word "ramp," as used in these agreements, means the pavement by which traffic from the local agency highway can attain access to the interstate. The department has always contended that the structure and the ramps, which allow traffic access between the two roadways, are the department's maintenance. The local agency highway over the interstate is clearly the responsibility of the local agency.

Concrete was used by the department in those days because of its proven reliability to hold up to large volumes of traffic, especially commercial vehicles over the twenty-year design life. The concrete pavement surface provided a maintenance free life of twenty years or more allowing the local agencies to be worry free about surface maintenance for many years.

The minimal maintenance the department has done does not negate the original intent of the agreement. The county has had over twenty-five years of service out of that concrete surface at no cost. The pavement has exceeded its original twenty-year design life, and now it is time for the county to handle the maintenance as needed.

Our Ottawa district office is aware of their error in resurfacing another county maintained road on Interstate 55. This does not negate the requirements the county has for all the maintenance, except the structure on that highway as well. The signs at the interchanges that the department maintains are all uniform throughout the state so they will be consistent for the safety of the millions of motorists who use our highways. The department will continue to maintain these signs.

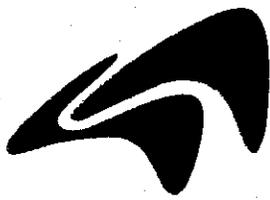
These sections of the county highway are eligible for numerous types of local, state and federal funding to assist you in your maintenance needs. Please contact our Ottawa district office at 700 East Norris Drive, P. O. Box 697, Ottawa, Illinois 61350 or telephone at (815) 434-8410 for assistance in programming of funds for the maintenance of the roads.

Thank you for your interest in the Illinois transportation system.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Brown", with a long horizontal flourish extending to the right.

Kirk Brown
Secretary



**Central Illinois
Regional Airport**
at Bloomington-Normal

5-C

E R P

DEC 3 7

December 2, 2002

Mr. John Zuenick
County Administrator
County of McLean
104 West Front St., Room 701
Bloomington, IL 61701

Dear John,

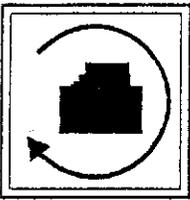
This letter is in response to our ongoing discussions regarding the Airport Authority efforts to work with you and Chairman Sweeney to find additional funding to cover the increased cost of the recently completed construction of Towanda – Barnes Road between Illinois Route 9 and Ireland Grove Road.

As you know, the Authority has organized several meetings with area legislators in an effort to locate the additional funding necessary for this project. To date we have not been successful however, I believe you and I share the same optimistic outlook. We will continue these efforts with you and Chairman Sweeney until we have either exhausted all options or have reached a successful conclusion.

John, I look forward to continuing to work with you on this difficult issue and to our ultimate success.

Cordially,
CENTRAL ILLINOIS REGIONAL AIRPORT

Michael La Pier, A.A.E.
Executive Director



McLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

5-D

November 8, 2002

BY HAND DELIVERY

Mr. John Zeunik
County Administrator
County of McLean
701 Law & Justice Center
104 West Front Street
Bloomington, Illinois 61702-2400

RE: East Side Corridor Transportation Facility Feasibility Study

Dear John:

In response to your November 5, 2002 e-mail message to Paul Russell regarding advisory letters to be sent to property owners impacted by the recommended Alternative C alignment, attached please find materials we have prepared. They include:

- A letter to property owners, describing the current status of the project and the expected course of local government review, to be sent out on Tuesday, November 12, 2002;
- A list of the relevant properties, grouped alphabetically by owner, and;
- A map showing the relevant parcels. Please note that the Kraft properties about which Dave Selzer was contacted, located just south of Towanda, are shown in yellow.

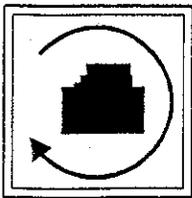
Those properties shown on the map and specified in the list were selected using two criteria: the parcel either intersects the Alternative C corridor, or has a boundary within 150 feet of the corridor boundary. This produced a set of over 145 parcels, controlled by eighty-four known owners. The parcels for which our records do not identify an owner, shown in blue on the map, are primarily road and rail right-of-way.

Please contact me should you have any questions regarding these materials.

Very truly yours,

Jennifer A. Sicks
Land Use/Transportation Planner
McLean County Regional Planning Commission

Attachments



MCLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • WWW.MCPLAN.ORG

November 12, 2002

Mr./Mrs. John Q. Public
000000 Towanda-Barnes Road
Bloomington, Illinois 61704

Re: East Side Corridor Transportation Facility Feasibility Study

Dear M. . :

For the past two years, the McLean County Regional Planning Commission has spearheaded study of our community's future transportation needs on the east side of the Bloomington-Normal urban area. The East Side Corridor Transportation Facility Feasibility Study has been a joint project involving Bloomington, Normal, McLean County, Downs, Towanda and the Illinois Department of Transportation. Last winter, the Regional Planning Commission conducted a series of open house meetings to inform the public regarding the project.

We are aware that recent press coverage regarding the study has caused concern for residents of the East Side study area. In particular, persons living or owning property in the area of the recommended East Side roadway may have concerns about the project's impact on them. What follows is a synopsis of the current status of the project, and what steps we anticipate will occur in the next few months. As you review this information, please keep in mind two vital points regarding the study and its final recommendations:

First, no final decision has yet been made to build the recommended roadway. Discussion among the local governments regarding the findings of the study is continuing, and they are not expected to act on the matter before January or February of 2003.

Second, there is no set route chosen for any roadway that may eventually be built on the East Side. You may have seen maps showing alternative routes, including interchanges and connections to Interstates 55 and 74. These maps approximate possible general route placement, and do not predict the final route location. Selection of the actual route for any road to be built requires environmental, engineering and design studies, and consultation with the public, and is expected to take three to five years.

The final report and recommendations based on the study were released over the summer, and are now in the first stages of consideration by the local governments which participated in the study. Recently, the study project Steering Committee and the Transportation Technical and

Richard Buchanan, Chairman • Sharon McGinnis, Vice Chairman • Bill Bartley • Chris Brauer • Don Fernandes
James Pearson • Richard Percy • Jim Rutherford • Janet Smith • Sue Strang

MCLEAN COUNTY REGIONAL PLANNING COMMISSION

November 12, 2002

Page 2

Policy Committees of the McLean County Transportation Study voted to accept the recommendations of the study, and referred the matter to the consideration of the McLean County Regional Planning Commission. The Commission is expected to vote on the matter at its December 2002 or January 2003 meeting.

The matter will then be referred to the planning commissions and councils of Bloomington and Normal, to the Transportation Committee of the McLean County Board, and the village boards of Downs and Towanda.

Each local government will then conduct hearings, following its usual procedures. At this stage of the process, members of the public will again have the opportunity to participate in hearings and comment on the recommendations. A consensus position of all the participating governments on the roadway alignment, is considered essential to move forward with the project.

Should the local governments reach agreement on an East Side roadway proposal, additional studies would be carried out to determine specific routing and other characteristics. As noted above, these include environmental impact review, engineering analysis and design work. These efforts would also offer the public opportunities to participate and comment on the project.

If you would like further information on the project, please contact transportation planner Jennifer Sicks at the Regional Planning Commission. Project information is also available on the Commission website, WWW.MCPLAN.ORG, by following the East Side Study link on our main page. As consideration of the project moves through the steps outlined above, we will be updating our website to include information on current status, and upcoming public meetings and hearings.

Very truly yours,

Paul E. Russell, AICP
Executive Director
McLean County Regional Planning Commission

PER/jas

Property Owners – Within or Adjacent to East Side Corridor Alternative C Alignment

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|---|--|
| 1 15-32-100-001 | DOUGLAS W ADAMS 1841 HWY 36 EAST CARROLLTON, KY 41008 |
| 2 22-17-200-004 22-17-400-001 | AMBERJACK LTD SOY CAPITAL AG SERVICES PO BOX 1607 BLOOMINGTON, IL 61702-1607 |
| 3 15-18-400-010 15-18-400-003 15-18-400-011 | APOSTOLIC CHRISTIAN CHURCH OF BLOOMINGTON/NORMAL P O BOX 915 BLOOMINGTON, IL 61702-0915 |
| 4 15-17-300-001 | GAYLORD A BABB 1632 N TOWANDA BARNES RD NORMAL, IL 61761 |
| 5 22-19-200-006 | MR. & MRS. BAKER ROUTE 1 BOX 191 BLOOMINGTON, IL 61701 |
| 6 21-25-400-006 | LUCIEN BEARD MINNIE TRUST PBB 319 RR 2 BOX 289 BLOOMINGTON, IL 61704 |
| 7 22-05-400-017 22-05-400-007 | TIMOTHY R BITTNER 19580 E 1300 NORTH RD BLOOMINGTON, IL 61704 |
| 8 22-05-400-016 22-08-400-004 | VICTOR W BITTNER 19754 E 1300 N RD BLOOMINGTON, IL 61704 |
| 9 21-25-300-010 21-25-300-010 | DAN BOZARTH 670 PINE ELPASO, IL 61738 |
| 10 21-25-400-002 22-31-100-002 22-31-100-002 21-36-400-002 | FRANCES W BOZARTH 9375 N 1750 EAST RD BLOOMINGTON, IL 61704 |
| 11 22-08-400-005 | HOMER BOZARTH RR 1 BLOOMINGTON, IL 61704 |
| 12 22-08-300-005 | LARRY BOZARTH RR 13 BLOOMINGTON, IL 61704 |

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|--|--|
| 13 21-26-400-002 21-26-400-002 | STEVE BOZARTH RR 2 BLOOMINGTON, IL 61704 |
| 14 22-08-400-001 | HOMER I. BOZARTH RR 1 BLOOMINGTON, IL 61701 |
| 15 22-17-100-002 | MR. & MRS. RANDY K. BRUNSWICK RR 1 BOX 98 BLOOMINGTON, IL 61704 |
| 16 22-19-301-001 | J ELMER DAVIS TRUST 8802 N 1750 EAST RD BLOOMINGTON, IL 61704-5916 |
| 17 21-25-300-014 21-36-100-002 | MARIAN DAVIS TRUST 8802 N 1250 EAST RD BLOOMINGTON, IL 61704-5916 |
| 18 15-32-300-007 | PEARL DEE RR 1 BOX 384 BLOOMINGTON, IL 61704 |
| 19 22-05-100-001 22-17-100-001 | DENEEN FARMS DENEEN OLD TOWN C/O SOY CAPITAL AG SERVICE PO BOX 1607 BLOOMINGTON, IL 61702-1607 |
| 20 22-31-300-001 | MARGARET DENNING RVOC TRUST C/O H ANCEL REYNOLDS TRUSTEE PO BOX 144 LEROY, IL 61752 |
| 21 22-19-200-004 | JOHN DOLAN RR1 BOX 190 BLOOMINGTON, IL 61704 |
| 22 15-32-200-001 15-32-200-002 | KATHLEEN DROHAN 105 NINA CT, RR 2 PEKIN, IL 61554 |
| 23 15-07-100-003 15-07-100-004 15-07-300-001 | MARK T. DUNN (POA) 1001 N MAIN ST BLOOMINGTON, IL 61702 |
| 24 22-19-352-006 22-30-151-003 22-30-300-001 | CURTIS D. GENDERS 2307 W CLEVELAND ST TAMPA, FL 33609 |

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|---|--|
| 25 22-30-127-001 | CHARLES GOSE 18331 US HIGHWAY 150 BLOOMINGTON, IL 61704 |
| 26 15-20-200-001 | BERNARD T. GRIMES 111 RUST RD 308 BLOOMINGTON, IL 61701 |
| 27 22-08-100-001 | HARBISON & KING #7192 C/O COMMERCE BANK AG SERVICE PO BOX 68 BLOOMINGTON, IL 61702 |
| 28 15-32-400-004 | JEROME D. HAYDEN 19790 E 1400 NORTH RD BLOOMINGTON, IL 61701 |
| 29 15-32-400-001 15-32-400-003 | THOMAS HAYDEN 106 ANTHONY DR NORMAL, IL 61761 |
| 30 15-06-400-001 | HENDERSON FAMILY FARM #7478 C/O COMMERCE AG SERVICES PO BOX 68 BLOOMINGTON, IL 61702 |
| 31 22-19-200-003 | HINDENBURG TRUST FARMS C/O SOY CAPITAL AG SERVICES PO BOX 1607 BLOOMINGTON, IL 61702-1607 |
| 32 22-18-400-002 22-17-300-001 22-20-100-001 22-20-100-003 22-20-100-004 22-19-400-002 | MR. & MRS. DONALD W. HINES RR 1 BOX 189 BLOOMINGTON, IL 61704 |
| 33 21-25-300-013 21-36-100-001 | HUGHART FAMILY LTD PARTNERSHIP O'NEIL FARM 4174 RT 126 OSWEGO, IL 60543 |
| 34 15-32-451-001 | WILLIAM T. HUNDMAN, TRUSTEE 2401 E WASHINGTON ST BLOOMINGTON, IL 61704 |
| 35 22-19-353-006 22-30-102-001 | ILLINOIS ASSOCIATION OF 7 619 N PLAINFIELD RD WILLOWBROOK, IL 60521-5381 |

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|--|---|
| 36 15-20-400-001 | MELVYN W. JETER RR 9 BOX 18 NORMAL, IL 61761 |
| 37 22-30-103-005 | GARY L. JOHNSON PO BOX 61 STANFORD, IL 61774 |
| 38 15-29-400-002 15-07-400-003 15-18-200-001 | KILLIAN FARM #6903 E, #6903 F, #6903D C/O COMMERCE BANK AG SERVICE PO BOX 68 BLOOMINGTON, IL 61702 |
| 39 15-18-400-001 | MARGARET KING 522 KREITZER BLOOMINGTON, IL 61701 |
| 40 15-17-100-002 | KRAFT ESTATE C/O ELEANOR GLEASON 1928 N 5TH ST SPRINGFIELD, IL 62702 |
| 41 15-07-200-004 15-07-400-001 15-29-301-003 | KRAFT FARMS, KRAFT FARMS LLC 426 SOUTH FIFTH STREET SPRINGFIELD, IL 62701 |
| 2 15-18-400-008 | EDWARD L. KRAFT 7 BRECKENRIDGE DR BLOOMINGTON, IL 61701 |
| 43 15-17-100-001 15-17-300-002 | MARY JEAN KRAFT 1920 N TOWANDA BARNES RD NORMAL, IL 61761 |
| 44 22-19-352-001 22-30-101-001 | PAUL R. KRUEGER RR 2 BOX 25 BLOOMINGTON, IL 61704 |
| 45 15-20-100-003 15-29-100-005 | LAND TRUST 7419 RR 9 BOX 54 NORMAL, IL 61761 |
| 46 22-05-400-002 | JERRY W. & CYNTHIA J. LEININGER RR 1 BOX 83 BLOOMINGTON, IL 61704 |
| 47 22-30-103-004 | LYLE G. LINDSEY RR 2 BOX 31 BLOOMINGTON, IL 61704 |
| 48 21-36-200-002 | DOROTHY D. LOEPP 711 S COTTAGE AVE NORMAL, IL 61761 |

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|--|--|
| 49 15-18-100-001 | EDWIN P. & CAROLYN DEVANEY MCCOWAN 307 N SHERMAN BOX 297 DANVERS, IL 61732 |
| 5 22-08-200-004 | TOM & LYNDA SASS MCLEESE 3129 AUBURN RD BLOOMINGTON, IL 61704 |
| 51 22-30-103-002 | CYNTHIA M. MILLER RR 2 BOX 29 BLOOMINGTON, IL 61704 |
| 52 14-12-200-003 14-12-400-005 | PETERSON FAMILY LIMITED PARTNERSHIP C/O ALFRED PETERSON 67 LAKE SHORE DR BARRINGTON, IL 60010 |
| 53 14-12-400-004 | PETERSON FAMILY LIMITED PARTNERSHIP 4661 DEMPSTER ST SKOKIE, IL 60076 |
| 54 22-30-103-003 | DOROTHY PULASKI 18207 US 150 HWY BLOOMINGTON, IL 61704 |
| 55 22-19-326-001 22-30-126-002 22-30-126-002 | RICHARD L. RAYCRAFT 18547 US 150 HWY BLOOMINGTON, IL 61704 |
| 56 21-36-200-003 | LARRY G. REESER RR 1 BOX 345 HEYWORTH, IL 61745 |
| 57 22-20-300-001 | SCOTT & MARY LOU ROMINE 504 E WASHINGTON, PO BOX 105 DOWNS, IL 61736 |
| 58 21-36-300-002 | JOYCE ROPP, TRUSTEE PO BOX 190 TREMONT, IL 61568 |

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|------------------|---|
| 59 22-19-351-002 | JERRY ROSS |
| 22-19-351-003 | PO BOX 3032 |
| 22-19-351-005 | BLOOMINGTON, IL 61702 |
| 22-19-351-006 | |
| 22-19-351-007 | |
| 22-19-351-008 | |
| 22-19-351-004 | |
| 22-19-353-002 | |
| 22-19-353-001 | |
| 22-19-353-003 | |
| 22-19-353-004 | |
| 22-19-353-005 | |
| 22-19-351-001 | |
| 60 22-30-127-002 | JOHN R. ROY |
| | 18367 US 150 HWY |
| | BLOOMINGTON, IL 61704 |
| 61 15-06-300-003 | RUTH CARY, TOWANDA WEST |
| | SOY CAPITAL AG SERVICES |
| | PO BOX 1607 |
| | BLOOMINGTON, IL 61702-1607 |
| 62 15-29-200-006 | MARK SAVAGE |
| | RR 9 BOX 22 |
| | NORMAL, IL 61761 |
| 63 22-19-200-005 | SCHLUCHTER PJ H-176 (SWT) |
| | PO BOX 1549 |
| | BLOOMINGTON, IL 61702-1546 |
| 64 22-05-300-003 | SLOAN FAMILY, LLC |
| | SOY CAPITAL AG SERVICES |
| | PO BOX 1607 |
| | BLOOMINGTON, IL 61702-1607 |
| 65 22-05-200-001 | RICHARD SNYDER |
| | 1913 OWENS DR |
| | BLOOMINGTON, IL 61701 |
| 66 21-25-300-012 | PETE SPENCER |
| 21-25-300-008 | RR1 BOX 298 |
| 21-25-300-015 | TOWANDA, IL 61776 |
| 67 15-29-100-004 | MARIE E. SPIRES |
| | 136 W BLUFF ST |
| | STREATOR, IL 61364 |

| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|--|---|
| 68 22-30-101-004 | JAMES A. SWEARINGEN 18159 US 150 HWY BLOOMINGTON, IL 61704-5962 |
| 69 15-29-200-007 15-29-200-001 | BETTY LOU THOMAS 19488 E 1600 NORTH RD NORMAL, IL 61761 |
| 70 22-20-100-005 | DAVID J. THOMAS RR 1 BOX 188 BLOOMINGTON, IL 61761 |
| 71 22-17-300-002 22-20-100-006 | FRIEDA THOMAS 19488 E 1600 NORTH RD NORMAL, IL 61761 |
| 72 15-20-100-002 | ORVILLE H. THOMAS 19488 E 1600 NORTH RD NORMAL, IL 61761 |
| 73 22-19-400-001 | TRUST #H175 (GTSCH) JAMES PO BOX 1549 BLOOMINGTON, IL 61702-1549 |
| 74 22-08-100-007 | TRUST H-112 #7217 C/O COMMERCE AG SERVICES PO BOX 68 BLOOMINGTON, IL 61702 |
| 75 22-30-103-006 | JOHN WARD RR 2 BOX 33 BLOOMINGTON, IL 61704 |
| 76 15-17-300-003 | MARGARET E. WEBER, TRUSTEE RR 9 BOX 12 NORMAL, IL 61761 |
| 77 15-29-200-002 15-29-200-003 | AUDREY A. WEBER RR 9 NORMAL, IL 61761 |
| 78 22-08-200-005 | EMMA MAY B WHITEFORD TRUST C/O FIRST BUSEY TRUST & INV. CO. 502 W WINDSOR RD CHAMPAIGN, IL 61826 |
| 79 21-24-400-003 21-25-200-003 21-25-200-002 | FRANK WIETING 3205 MORRISSEY DR BLOOMINGTON, IL 61704-5892 |
| 80 22-30-103-001 | MRS. IDA B. WILLIAMS RR 2 BOX 28 BLOOMINGTON, IL 61704 |

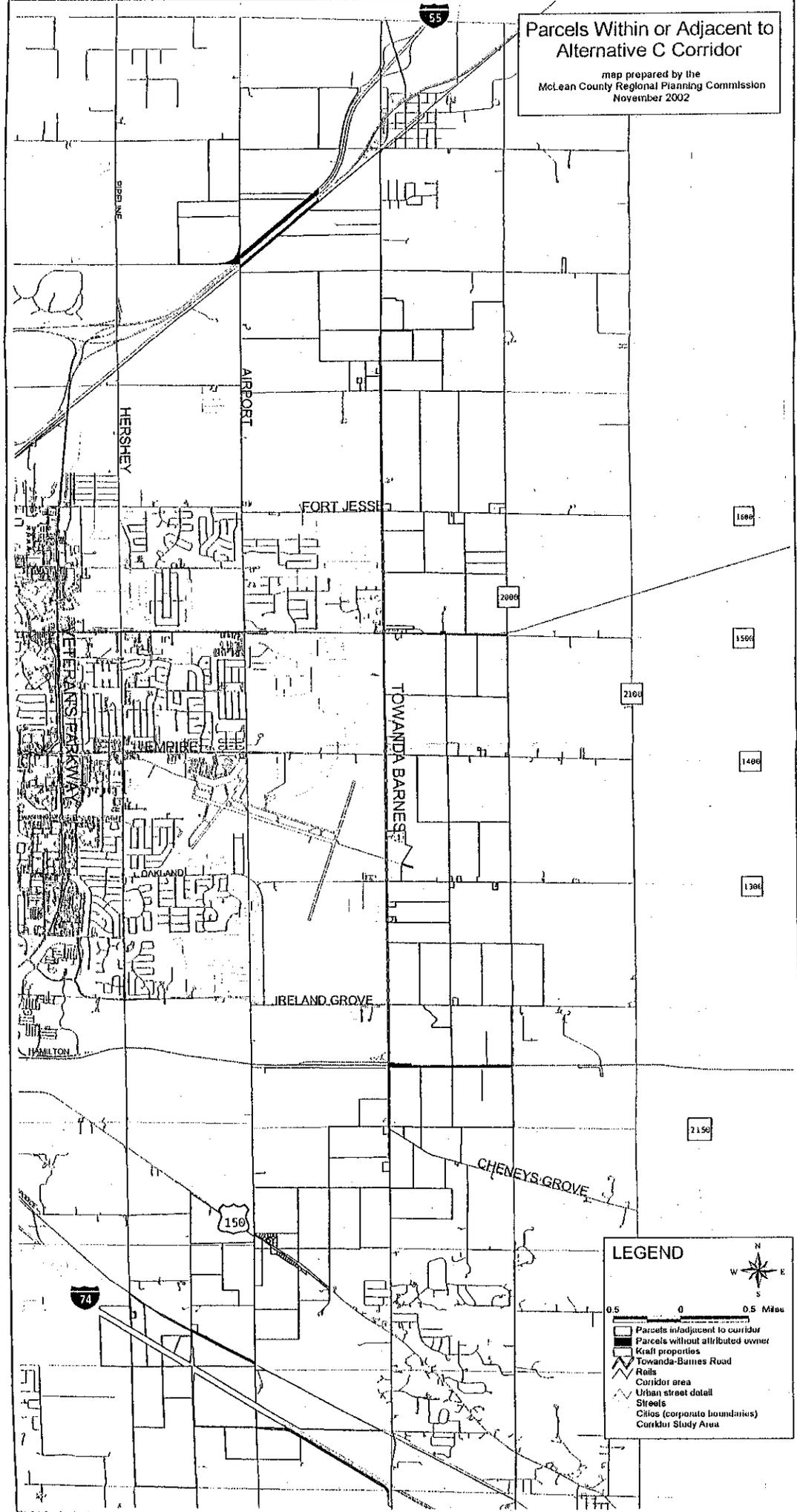
| Parcel ID # | NAME, NAME2 ADDR1 CITY, STATE, ZIPCOD |
|-----------------------------------|--|
| 81 22-08-100-004 | MYRON G. WILLKE 510 S TOWANDA BARNES RD BLOOMINGTON, IL 61704-4011 |
| 82 22-30-103-008 | KENNETH R. WILLS RR 2 BOX 34 BLOOMINGTON, IL 61701 |
| 83 22-30-103-009 22-30-103-010 | KELLY RANDALL WILSON RR 2 BOX 35 BLOOMINGTON, IL 61704 |
| 84 22-30-103-007 15-07-100-002 | JACQUELINE L. WOODS RR 2 BOX 33A BLOOMINGTON, IL 61704 |

15-07-100-002
15-07-506-002
15-07-300-002
15-07-506-001
14-12-400-777
15-29-502-001
22-17-503-001
22-17-503-002
21-25-504-003

NO OWNER IDENTIFIED

**Parcels Within or Adjacent to
Alternative C Corridor**

map prepared by the
McLean County Regional Planning Commission
November 2002



1696

1586

2166

1496

1386

2156

LEGEND

0.5 0 0.5 Miles

- ▭ Parcels adjacent to corridor
- ▭ Parcels without attributed owner
- ▭ Kraft properties
- ▭ Towanda-Barnes Road
- ▭ Rails
- ▭ Corridor area
- ▭ Urban street detail
- ▭ Streets
- ▭ Cities (corporate boundaries)
- ▭ Corridor Study Area