

**TRANSPORTATION COMMITTEE AGENDA**  
**McLean County Government Center**  
**115 E Washington St – Rm 404, Bloomington, IL**  
**Tuesday, May 1, 2007**  
**8:00 AM**

1. **Roll Call**
2. **Approval of Minutes from April 3, 2007 Meeting**
3. **Recommend Payment of Bills to County Board**
4. **Appearance by Members of the Public and County Employees**
5. **Items to be Presented for Action**
  - A. Resolution & Letting Results from April 24, 2007 Non-MFT County Maintenance Section 1 – 2
  - B. Nicor Gas Company Utility Relocation – Revision 1 Village of Danvers – 1800 North and 500 East Roads 3 – 6
6. **Items to be Presented for Information**
  - A. NACO Report – Benjamin Owens
  - B. Project Summary
    1. Bentown / Holder Rd – Reese Bridge – Sec 05-00040-04-BR 7
    2. Arrowsmith Rd – (Non-MFT Wind Farm) – Sec 06-00140-03-SM 8
  - C. East Side Highway Study 9 – 16
  - D. Horizon Wind Farm Update – Phase 1 & Phase 2
  - E. Garage Status
  - F. Other
7. **Adjournment**

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on May 1, 2007, for a letting held on April 24, 2007 for one (1) McLean County 2007 Non-MFT Construction Section, and,

WHEREAS, the Transportation Committee duly approved the bids on May 1, 2007, now, therefore,

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

**2007 Non-MFT CONSTRUCTION SECTION:**

**Contech Construction Products, 1509 W Mt Vernon, Metamora, IL 61548, was the successful bidder on the following section:**

McLean County .....Sec 07-00130-15-PV.....Colfax / Weston Rd..... \$21,035.75

\_\_\_\_\_  
Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS        ]  
                                  ]    SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 15, 2007.

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 15<sup>th</sup> day of May A.D., 2007.

[SEAL}

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

**McLEAN COUNTY HIGHWAY DEPARTMENT**

April 24, 2007

**McLEAN COUNTY**  
**SEC. 07-00130-15-PV (NON-MFT)**

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE		DUNN CO		ROWE Bid Bond		HJ EPPEL	
				TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL		
Earth Excavation (Widening)	Cu Yd	4,314	\$4.75	\$20,497.50	\$0.00	\$25.00	\$107,850.00	\$0.00	\$0.00	\$0.00	
Agg Base Course Widening (Special) 4"	Ton	3,000	\$20.00	\$60,000.00	\$0.00	\$66.00	\$168,000.00	\$0.00	\$0.00	\$0.00	
Agg Base Course Stabilization (Special) 1 1/2"	Ton	9,100	\$18.00	\$163,800.00	\$0.00	\$26.00	\$236,600.00	\$0.00	\$0.00	\$0.00	
Temporary Ramp	Sq Yd	83	\$25.00	\$2,075.00	\$0.00	\$40.00	\$3,320.00	\$0.00	\$0.00	\$0.00	
Full-Depth Pulverization	Sq Yd	94,908	\$1.10	\$104,398.80	\$0.00	\$1.22	\$115,787.76	\$0.00	\$0.00	\$0.00	
Full-Depth Stabilization	Sq Yd	107,850	\$1.50	\$161,775.00	\$0.00	\$1.58	\$170,403.00	\$0.00	\$0.00	\$0.00	
Bituminous Materials (Full Depth Recycling)	Gal	302,000	\$2.20	\$664,400.00	\$0.00	\$2.20	\$664,400.00	\$0.00	\$0.00	\$0.00	
Final Trimming	Sq Yd	107,850	\$0.50	\$53,925.00	\$0.00	\$0.53	\$57,160.50	\$0.00	\$0.00	\$0.00	
Bituminous Materials (Prime Coat)	Gal	11,000	\$2.50	\$27,500.00	\$0.00	\$3.15	\$34,650.00	\$0.00	\$0.00	\$0.00	
Bituminous Materials Seal Coat CRS-2	Gal	83,000	\$1.55	\$128,650.00	\$0.00	\$1.95	\$161,850.00	\$0.00	\$0.00	\$0.00	
Cover Coat Aggregate CA-14	Ton	1,250	\$22.00	\$27,500.00	\$0.00	\$24.00	\$30,000.00	\$0.00	\$0.00	\$0.00	
Seal Coat Aggregate CA-15/16	Ton	1,350	\$18.00	\$24,300.00	\$0.00	\$22.50	\$30,375.00	\$0.00	\$0.00	\$0.00	
Recycled Materials Patching	Ton	100	\$45.00	\$4,500.00	\$0.00	\$105.00	\$10,500.00	\$0.00	\$0.00	\$0.00	
				<u>\$1,443,315.30</u>	<u>\$0.00</u>		<u>\$1,790,896.26</u>	<u>\$0.00</u>		<u>\$0.00</u>	
					-100.00%		24.08%			-100.00%	

April 24, 2007 - The McLean County Engineer recommends rejecting this bid. We will re-bid this project again at a later date.

**RELOCATION AGREEMENT – REVISION 1**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between COUNTY OF MCLEAN, a body politic and corporate, with offices at 102 S. Towanda-Barnes, Bloomington, Illinois (the "COUNTY") and NORTHERN ILLINOIS GAS COMPANY D/B/A NICOR GAS COMPANY, licensed to do business in the State of Illinois, with offices at 1844 Ferry Road, Naperville, Illinois (the "COMPANY")

**WITNESSETH:**

WHEREAS, the COUNTY desires to construct certain road improvements at the Intersection of 1800 North Road and 500 East Road (hereinafter referred to as the "PROJECT"), and

WHEREAS, in order to allow for the road improvements, the COUNTY desires COMPANY to relocate and protect certain of its facilities, all in accordance with COMPANY Work Order plans 149508 / 349508/ 449508 (hereinafter referred to as "WORK") attached hereto by reference thereto, and

WHEREAS, the COMPANY has estimated the cost of the WORK to be \$51,859.72, and

WHEREAS, the cost of relocating said facilities has been determined to be eligible for reimbursement to COMPANY, with the COUNTY responsible for 100 % of the actual cost of the WORK; and

WHEREAS, COMPANY is willing to relocate its facilities in such manner provided that the COMPANY is assured rights to reimbursement for the cost of the WORK and future costs COMPANY may incur if the COUNTY hereafter requests or requires COMPANY to make any future relocation or adjustment to the Relocated Facilities; and

WHEREAS, the COUNTY is willing to commit to provide COMPANY such reimbursement rights.

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

**INCORPORATION**

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.

**SCOPE OF WORK**

COMPANY shall prepare the detailed drawings for the WORK (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 shall not be unreasonably withheld.

COMPANY, in substantial accordance with the approved plans and specifications, shall protect and or relocate its facilities as herein set forth.

**COMPENSATION**

The total estimated cost of the work is \$51,859.72 with the COUNTY responsible for 100 % of the actual cost as follows:

<u>Location</u>	<u>Estimate</u>	<u>Work Order</u>
Intersection of 1800 North Road And 500 East Road, Village of Danvers	\$51,859.72	149508/349508/449508

COMPANY, upon completion of the work, shall promptly render to the COUNTY a detailed statement of its portion of the costs, including overhead costs. 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.

#### **MODIFICATION OR AMENDMENT**

The parties may modify or amend terms of this AGREEMENT only by a written document duly executed by both parties.

#### **ENTIRE AGREEMENT**

This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

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

This AGREEMENT may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original and all of which shall constitute the same instrument.

In event of any conflict between the terms or conditions of this AGREEMENT and terms or conditions found in any attachment hereto, the terms and conditions of this AGREEMENT shall prevail.

This AGREEMENT may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

#### **SEVERABILITY**

In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### **GOVERNING LAW**

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

## NOTICES

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

Nicor Gas Company  
1844 Ferry Road  
Naperville, Illinois 60563-9600  
ATTN: Hans G. Bell, P.E. Manager Engineering Design

McLean County Highway Department  
102 S. Towanda-Barnes  
Bloomington, Illinois 61704  
ATTN: Jack Mitchell, P.E. County Engineer

All notices required to be given under terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United Postal Service. Each party may designate a new location for service of notification by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth herein.

## INDEMNIFICATION

The COMPANY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the COMPANY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-90. The COUNTY'S participation in its defense shall not remove COMPANY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

COMPANY'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

The COUNTY agrees to assume all risk or liability for damage to any property or facilities of the COMPANY resulting from the COUNTY's activities upon COMPANY's right-of-way. The COUNTY further agrees to indemnify, defend and hold harmless the COMPANY for any and all liability, claims, suits, actions and proceedings, including costs, fees and expense of defense arising from damages to property or injury to or death of any person resulting from the COUNTY's activities upon the COMPANY's right-of-way or in any way arising from County's acts or omissions unless such damage, injury or death results from the COMPANY's negligence.

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 COMPANY, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NORTHERN ILLINOIS GAS COMPANY  
D/B/A NICOR GAS COMPANY

By: \_\_\_\_\_  
Rocco J. D'Alessandro  
Executive Vice President Operations

ATTEST:

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

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

ADOPTED by the MCLEAN COUNTY BOARD, this \_\_\_\_ day of \_\_\_\_\_, 2007.

Vote: Yes \_\_\_\_ No \_\_\_\_ Pass \_\_\_\_ (SEAL)

\_\_\_\_\_  
COUNTY CLERK

McLean County Clerk

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
CHAIRMAN, MCLEAN COUNTY BOARD