

CHAMPAIGN COUNTY BOARD HIGHWAY & TRANSPORTATION COMMITTEE County of Champaign, Urbana, Illinois

Friday – June 6, 2014 – 9:00 a.m.

Highway Building Conference Room 1605 East Main Street, Urbana

Committee Members:

Lorraine Cowart – Chair Lloyd Carter – Vice-Chair Christopher Alix John Jay Jim McGuire Diane Michaels Max Mitchell Michael Richards

| | <u>AGENDA</u> | Page |
|-------|--|------|
| I. | Call to Order | |
| II. | Roll Call | |
| III. | Approval of Agenda/Addendum | |
| IV. | Public Participation | |
| V. | Approval of Minutes – May 9, 2014 | 1 |
| VI. | County & Township Motor Fuel Tax Claims – May 2014 | 4 |
| VII. | Resolution appropriating \$138,000.00 from County Motor Fuel Tax Funds and authorizing the County Board Chair to sign a Contract for Pavement Management Study – Section #05-00401-02-ES. | 5 |
| VIII. | Resolution appropriating \$392,403.00 from County Motor Fuel Tax Funds and authorizing the County Board Chair to sign an Intergovernmental Agreement with the City of Urbana for the Reconstruction of Philo Road – Section #11-00504-01-PV. | 18 |
| IX. | Resolution for contract award authority to County Engineer – Tolono-Champaign Section #12-29988-00-BR | 23 |
| X. | Designation of Items to be placed on consent agenda | |
| XI. | Other Business | |
| XII. | Adjournment | |



Champaign County Board Highway & Transportation Committee County of Champaign, Urbana, Illinois

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MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Friday, May 9, 2014

TIME: 9:00 a.m.

PLACE: Highway Building Conference Room

1605 East Main, Urbana, IL

Committee Members

| Present | Absent |
|-------------------------|---------------------------|
| Lorraine Cowart (Chair) | |
| | Lloyd Carter (Vice Chair) |
| Christopher Alix | |
| John Jay | |
| Jim McGuire | |
| Diane Michaels | |
| Max Mitchell | |
| Michael Richards | |

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County Staff:

Jeff Blue (County Engineer), Deb Busey (County Administrator), Tracy Wingler (Highway Maintenance Supervisor), Linda Lane (Recording Secretary)

Others Present:

None

MINUTES

I. Call to Order

Committee Chair Cowart called the meeting to order at 9:01 a.m.

II. Roll Call

A verbal roll call was taken and a quorum was declared present.

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III. Approval of Agenda/Addendum

A. Highway & Transportation Committee Meeting – May 9, 2014

MOTION by Ms. Michaels to approve the agenda; seconded by Mr. Alix. Upon vote, the **MOTION CARRIED** unanimously.

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IV. Public Participation

None

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v. Approval of Minutes

A. April 11, 2014

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MOTION by Mr. Jay to approve the April 11, 2014 Highway & Transportation meeting minutes; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED** unanimously.

VI. County and Township Motor Fuel Tax Claims – April 2014

MOTION by Mr. Mitchell to receive and place on file the County and Township Motor Fuel Tax Claims for April 2014; seconded by Mr. Alix. Upon vote, the **MOTION CARRIED** unanimously.

VII. Resolution Awarding of Contract for Pavement Striping of Various County Highways for 2014

Mr. Blue announced that there had been a bid opening on May 6, 2014 and Varsity Striping was low bidder. He noted that they came in below the engineers estimate. **MOTION** by Mr. McGuire to approve awarding of contract to Varsity Striping; seconded by Mr. Mitchell. Mr. Alix asked how many bids came in. Mr. Blue answered just one. Upon vote, the **MOTION CARRIED** unanimously.

VIII. Resolution Awarding of Contract for the Replacement of a Bridge – Compromise Road District – Section #13-06002-00-BR

Mr. Blue stated that all the bids for this project came in very tight with Stark Excavating, Inc. coming in the lowest. He stated the bid came in below the engineer's estimate. They plan to begin the project this summer with a completion date in the fall. **MOTION** by Ms. Michaels to approve awarding of contract; seconded by Mr. Alix. Upon vote, the **MOTION CARRIED** unanimously.

IX. Resolution Appropriating \$195,000.00 from County Bridge Funds (CBF) for the Replacement of Structure #010-4306 Located on Highway #11 – Section #10-00962-00-BR

Mr. Blue noted that items IX and X go together. He explained that the County Highway #11 bridge was a federal aid bridge where IDOT bids the project, awards the contract, makes all the payments, and then bills us for our 20% of the project. Mr. Blue said they had passed a resolution in 2010 to use MFT funds to pay for this type of project when the MFT funds were healthier. He stated the bill-backs from the State for the #11 bridge came in below the estimate. He moved to the St. Mary's Road bridge which also came in below estimates, with bill-backs to the County being \$329,000.00. Mr. Blue said he would like to pass a resolution to pay the local funds from the CBF instead of MFT. He noted that MFT funds are more flexible but that CBF funds can only be used for bridges. Mr. Blue estimated that there will be about \$1 million left in CBF funds even after these appropriations. MOTION by Mr. Jay to approve resolution; seconded by Ms. Michaels. Mr. Alix asked how money is appropriated to the bridge fund from the state. Mr. Blue explained that all CBF money comes from a County tax levy. Upon vote, the MOTION CARRIED unanimously.

X. Resolution Appropriating \$329,000.00 from County Bridge Funds for the Replacement of Structure #010-0117 located on Highway #16 – Section #07-00944-00-BR

MOTION by Mr. McGuire to approve resolution; seconded by Mr. Jay. Upon vote, the **MOTION CARRIED** unanimously.

XI. Designation of Items to be Placed on the Consent Agenda

Items VII, VIII, IX and X are to be placed on the consent agenda.

XII. Other Business

Mr. Blue passed out the raw numbers (bids have not been awarded yet) for the Olympian Drive project. He stated the engineer's estimate was \$9 million and the bid came in at \$7 million. Mr. Richards stated concern for the low bid and wanted to know if there were safeguards in place for over runs. Mr. Blue said there will be County engineers on the job to monitor. He noted that any Illinois Jobs Now money remaining after this project should be able to be moved to another project and hoped that would leave less responsibility for the County on the Lincoln Avenue project. Mr. Alix asked why there was such a large discrepancy. Mr. Blue noted that they have been seeing lower bids for about five years, though not quite to this extreme.

Mr. Richards said the administration had sent out some Illinois Jobs Now money for pot hole patching and winter repair. He asked if that went just to the cities and townships. Mr. Blue said that it's a bit of a misnomer on that. He said when it was passed five years ago there was \$500 million put in for local governing agencies, sent out \$100 million per year according to MFT formula. He noted this was our fifth payment, it was in the budget, is not new, and that there will be no more Illinois Jobs Now money in the future.

XIII. Adjournment

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There being no further business, Ms. Cowart adjourned the meeting at 9:21 a.m.

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE COUNTY ENGINEER

1605 E. MAIN STREET (217) 384-3800 URBANA, ILLINOIS 61802 FAX (217) 328-5148

June 6, 2014

COUNTY MOTOR FUEL TAX CLAIMS FOR MAY

| Req. No. | <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|----------|---|--|---------------|
| 34 | Emulsicoat, Inc. | 408 Gal. HFE-90 | 1,020.00 |
| 35 | S Drain Engineering | Engineering Services – CHS. 11 & 20 Section #13-00434-00-RS | 6,000.00 |
| 36 | Jeff Blue | Expenses – IACE Spring Meeting Collinsville, IL 4/30-5/1/14 | 108.30 |
| 37 | National Committee on Uniform Traffic Control Devices | Registration – NCUTCD Meeting Minneapolis, MN 6/25-6/28/14 | 170.00 |
| 38 | Fehr Graham Engineering | Engineering & ROW Services – CH. 1 (Dewey-Fisher Rd) Section #12-00432-00-RS | 21,711.68 |
| 39 | Emulsicoat, Inc. | 634 Gal. HFE-90 | 1,585.00 |
| 40 | Emulsicoat, Inc. | 944 Gal. HFE-90 | 2,360.00 |
| | | | \$32.054.08 |

\$32,954.98

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR MAY

| Req. No. | <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|----------|-----------------------|-------------------------------|---------------|
| 20 | Summers Trucking | Ayers – 214.12 T. CA-6/10 | 2,912.03 |
| 21 | Summers Trucking | Hensley – 730.18 T. CA-16 | 11,639.07 |
| 22 | Summers Trucking | Sadorus – 509 T. CA-15 | 7,991.30 |
| 23 | Vulcan Materials | Rantoul – 634.61 T. CA-16 | 6,346.10 |
| 24 | Lehigh Hanson | Stanton – 1,014.62 T. CA-15 | 15,929.55 |
| 25 | Lehigh Hanson | Stanton – 45.03 T. CA-15 | 706.97 |
| 26 | Vulcan Material | Rantoul – 93.62 T. CA-16 | 936.20 |
| 27 | Tuscola Stone Company | Condit – 905.35 T. CA-15 | 15,662.54 |
| 28 | Tuscola Stone Company | Crittenden – 499.14 T. CA-14 | 7,222.55 |
| 29 | Tuscola Stone Company | East Bend – 1,190.94 T. CA-15 | 21,089.78 |
| 30 | Tuscola Stone Company | Raymond – 1,024.84 T. CA-15 | 15,321.35 |
| 31 | Tuscola Stone Company | Somer – 326.49 T. CA-15 | 5,550.42 |
| 32 | Tuscola Stone Company | Urbana – 203.75 T. CA-15 | 3,412.84 |
| 33 | Illiana Construction | Sadorus – 1,055 Gal. MC-800 | 4,220.00 |
| 34 | Illiana Construction | Pesotum – 810 Gal. MC-800 | 3,240.00 |
| 35 | Vulcan Material | Rantoul – 346.64 T. CA-16 | 3,466.40 |

\$125,647.10

RESOLUTION NO.

RESOLUTION APPROPRIATING \$138,000.00 FROM COUNTY MOTOR FUEL TAX FUNDS FOR ENGINEERING FEES FOR A PAVEMENT MANAGEMENT STUDY AND AUTHORIZING THE COUNTY BOARD CHAIR TO SIGN A CONTRACT SECTION #05-00401-02-ES

WHEREAS, The Champaign County Highway Department has entered into a contract with Applied Research Associates – Champaign, Illinois, to complete a Pavement Management Study for engineering services; and

WHEREAS, By State Statutes, County Motor Fuel Taxes may be appropriated for engineering services.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of One Hundred Thirty-eight Thousand Dollars (\$138,000.00) from County's Motor Fuel Tax Fund for the engineering services; and

BE ITFURTHER RESOLVED, That the Chair of the County Board is hereby authorized to sign a contract for engineering services; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Kensil Garnett, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19^{th} day of June A.D., 2014.

| Alan Kurtz, Chair County Board of the County of Champaign, Illinois |
|---|
| |

Gordy Hulten, County Clerk and Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue

ATTEST:

County Engineer

| Deco | lution | No |
|------|------------|------|
| RPSO | 1111116361 | 17() |

| keeper of the records and files thereof, as foregoing to be a true perfect and comple | and for said County, in the State aforesaid and provided by statutes, do hereby certify the te copy of a resolution adopted by the County y Board Meeting held at Urbana, Illinois on |
|--|--|
| IN TESTIMONY WHEREOF, I leads to said County at my office in Urbana in s A.D. 2014. | nave hereunto set my hand and affixed the seal raid County, this day of |
| (SEAL) | County Clerk |
| APPROVED | |
| Date | |
| Department of Transportation | |
| District Engineer | |



April 22, 2014

Jeff Blue, P.E. County Engineer Champaign County 1605 E. Main St. Urbana, IL 61802 (217) 384-3800 telephone (217) 328-5148 fax

Subject:

Proposal for Multiyear Pavement Management Services for Champaign

County.

Dear Mr. Blue:

Applied Research Associates, Inc. (ARA) appreciates the opportunity to submit to the Champaign County Highway Department the attached proposal for multiyear pavement management services. We look forward to continuing to provide pavement management services to Champaign County.

If you have any questions or need additional information, please do not hesitate to contact us at your convenience.

Sincerely,

Douglas A. Steele, P.E.

Senior Engineer

William R. Vavrik, P.E., Ph.D.

hld 1169

Vice President and Principal Engineer



BACKGROUND

The Champaign County Highway Department and Applied Research Associates, Inc. (ARA) implemented ARA's RoadCare Pavement Management System (PMS) in 2006 to provide an objective tool for the management of the County's approximately 400 lane-mile highway system. Since then, the County and ARA have been using the PMS system to provide the optimal expenditure of maintenance and construction funds on their county highways. Equipped with pavement condition data collected by ARA on a biannual basis, RoadCare is able to select the optimal treatment and timing for improvements on each road, as well as monitor the functional and structural conditions of Champaign County's highway network. This allows the County to develop long-term strategic maintenance and rehabilitation plans, while monitoring the effects of current interventions.

The current proposal is to continue the operation of Champaign County's PMS system on an annual basis for the next five years, including new rounds of field data collected biannually. The following sections describe ARA's proposed scope of work for the above activities.

PROJECT APPROACH

ARA plans to meet the project objectives with the following tasks:

- Task 1. Kickoff meeting and updated records review
- Task 2. Digital image and laser-based data collection (biannual)
- Task 3. Rolling Weight Deflectometer (RWD) structural testing (biannual)
- Task 4. Pavement Condition Index (PCI) condition rating (biannual)
- Task 5. PMS data upload and quality check
- Task 6. PMS analysis, including 5-year maintenance and rehabilitation (M&R) plan development
- Task 7. Report
- Task 8. Image delivery and viewer access

The following sections describe the detailed project scope.

PROJECT SCOPE

ARA proposes the following scope of work, consistent with our current PMS services for Champaign County. Assuming a 2014 start year, ARA would perform the full scope of work, including field data collection, in 2015 and 2017. ARA will update the PMS and generate annual M&R plans in the non-data collection years, using information regarding recently completed maintenance and construction provided by the County.

Task 1. Kickoff Meeting and Updated Records Review

ARA will correspond with Champaign County personnel each year to review the maintenance and construction projects that took place in the previous year for both the hard-surface roads and chip seal network. This meeting provides ARA and the County the opportunity to discuss long-range plans, current needs, and to provide any updated information used in PMS analysis, such as unit cost data or funding.



Task 2. Digital Image and Laser-Based Data Collection (Biannual)

ARA uses an automated Digital Survey Vehicle (DSV) equipped with multiple digital cameras and laser-based sensors to capture high-resolution images of the pavement and roadside assets, such as signs. Figure 1 shows the DSV, which operates at normal highway speeds and does not require lane closures or traffic control. The DSV captures images at 20-ft intervals and each image is linearly referenced with the DSV's onboard distance measuring instrument (DMI) and associated GPS coordinates. ARA collects images in both directions on Champaign County's roads for a total of approximately 400 lane-miles of data collection. The DSV typically completes testing in 2 to 3 days for Champaign County's network. Figure 2 shows a sample image taken from a previous Champaign County survey.



Figure 1. ARA collects high-resolution digital images and roughness data for Champaign County's highways using an automated digital survey vehicle.

The DSV also measures pavement roughness using a laser profiler mounted on the van's front bumper. The raw data is used to calculate the International Roughness Index (IRI) of each roadway. Our profiler is a two-laser system (one laser in each vehicle wheel path) that meets Class I profile measurement criteria, as defined by ASTM standard E-950. It collects data at 1-in intervals and provides IRI values at 100-ft intervals. The laser profiler also measures pavement rutting in the vehicle wheel paths using a five-laser system.





Figure 2. Digital images show taken every 20 feet show pavement distresses and roadside assets.

Task 3. RWD Structural Testing (Biannual)

The RWD is an innovative testing device developed jointly by ARA under funding from the Federal Highway Administration (FHWA). Its purpose is to measure the pavement's structural response due to an 18-kip single axle truck load; thereby, providing a measure of overall pavement structural capacity. It consists of four triangulation lasers mounted on a reference beam placed beneath the bed of a custombuilt semi-trailer. One laser measures between the dual tires of the rear trailer axle to measure the loaded pavement deflection. The RWD has the benefit of making continuous deflection measurements at normal highway speeds and does not require lane closures or interrupt traffic flow. Figure 3 shows the RWD device.





Figure 3. ARA performs structural testing with the RWD.

ARA will perform RWD testing over Champaign County's network in both traffic directions, typically taking 2 to 3 days. ARA processes raw laser readings to determine pavement deflections in mils (1 mil = 0.001 in) and we average deflections over 0.1-mi intervals for use in PMS analysis. We eliminate anomalous data, such as bridges and railroad crossings, prior to PMS upload. The RWD uses its onboard DMI to linear reference data and collects GPS coordinates for each 0.1-mi average.

Task 4. PCI Condition Index Rating (Biannual)

ARA determines the PCI rating for each road by reviewing the collected images in the office. The PCI method for flexible pavements is documented in ASTM D6433-11 and identifies the type, severity, and extent of key pavement distresses, such as asphalt concrete (AC) fatigue cracking, longitudinal and transverse cracking, block cracking, and pavement rutting. ARA summarizes distresses for each sample unit and calculates the PCI rating for each road on a scale of 100 to 0 (100 = excellent, 0 = very poor). This allows comparing all pavements on a common scale and provides an index for monitoring pavement deterioration and treatment selection during the PMS analysis.

Task 5. PMS Data Upload and Quality Check

Following data collection and processing, ARA will organize all data into the appropriate tables for upload to ARA's RoadCare PMS software. This includes PCI, IRI, and RWD data, as well as updated construction history, cost, and traffic information. Once uploaded, ARA will run a series of quality checks to ensure data completeness and validity. Champaign County's highway network has already been subdivided into uniform sections based on road, pavement type, construction history, and traffic, as shown in figure 4. The raw data in RoadCare will be aggregated on this section basis for use in the PMS analysis.



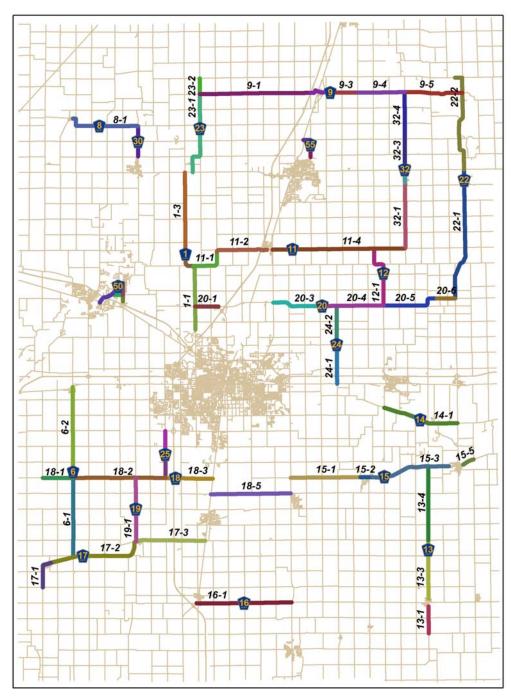


Figure 4. Champaign County PMS analysis sections based on road, pavement type, construction history, and traffic.



Task 6. PMS Analysis, Including Five-Year M&R Plan

RoadCare performs several PMS functions, including the simulation of pavement condition for each road in the network over future years. The condition of each road begins with the PCI rating determined through field data collection and deteriorates based on a curve previously determined for Champaign County roads and shown in figure 5. As seen by the curve, Champaign County's hard surfaced roads are expected to have a service life of approximately 14 years before deteriorating below a PCI value of 40, at which time they will require rehabilitation, such as mill and overlay.

RoadCare selects the appropriate treatment for each road at each stage of its life based on a treatment matrix developed by ARA and the County that uses PCI rating, RWD deflection, pavement type, and traffic level. The benefit of each treatment (in terms of increased PCI) divided by its cost is used to determine a benefit-to-cost ratio for each road. Roads with the highest benefit-to-cost are selected for construction or maintenance until the annual funding has been exhausted. This simulation is repeated for multiple years, producing a long-range M&R plan that makes the optimal use of available funds. Figure 6 shows a sample M&R plan output from RoadCare. ARA updates the simulation annually to reflect new condition data and improvements in pavement condition due to maintenance and construction performed the previous year.

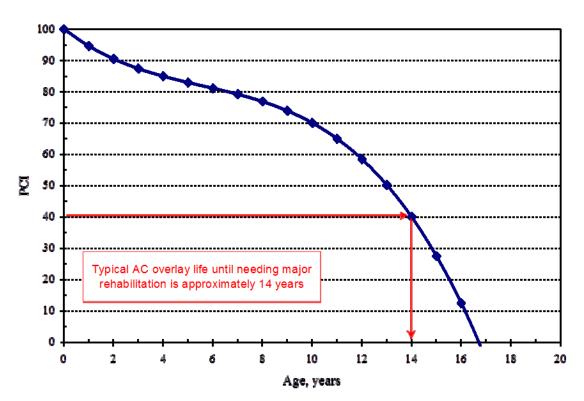


Figure 5. AC overlay deterioration curve based on Champaign County data.





Figure 6. Screenshot of Champaign County M&R plan in RoadCare.

Task 7. Reporting

ARA will provide Champaign County with a written report of findings from the annually-updated PMS system. The report will document any maintenance and construction projects performed the previous year, newly collected data (when applicable), PMS updates, and the updated five-year M&R plan.

Task 8. Image Delivery and Viewer Access

ARA will provide the County with access to digital images for all previous rounds of image collection (currently 2009, 2011, and 2013). We will make the images available online via our RCIVe® image viewer with images stored on a commercial web-based server. Champaign County will be able to access the high-resolution images from any internet-connected computer and login information provided by ARA. The images are organized by county highway and the current image location is shown on a street map that updates location as the images are viewed. Figure 7 shows a screenshot of the RCIVe® interface.



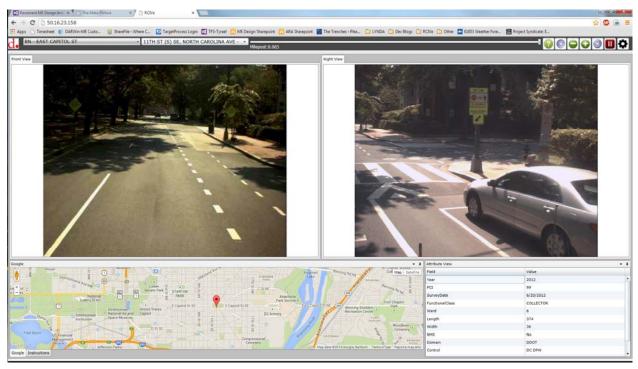


Figure 7. High-resolution images of Champaign County highways will be available via the internet using ARA's RCIVe® image viewer.

PROJECT COSTS

ARA's firm fixed price to perform these services for the next five years are summarized in table 1. These costs include ARA's labor, overhead, equipment charges, fee, and escalation for the next five years. This cost proposal is valid for 90 days.

Table 1. Summary of project costs.

| Calendar Year | Scope of Work | Cost |
|------------------|--------------------------------|-----------|
| 2014 | PMS update | \$26,500 |
| 2015 | Data collection and PMS update | \$85,000 |
| 2016 | PMS update | \$26,500 |
| 2017 | Data collection and PMS update | \$85,000 |
| 2018 | PMS update | \$26,500 |
| Total = | | \$249,500 |

ARA anticipates that services will be contracted on a base 3-year contract, with optional years 4 and 5. ARA's standard terms are monthly invoicing for work completed and payment to be received within 30 days of invoice.



PROJECT SCHEDULE

ARA anticipates that this project would be initiated in 2014 to avoid an interruption in service between the current and new contracts. We can begin work within two weeks of receipt of a signed contract. ARA typically performs field data collection in the fall, following completion of all construction projects in the current year. This ensures that the data used in analysis are complete and up to date.

SUPPORT REQUESTED OF CHAMPAIGN COUNTY

ARA kindly requests the following support of Champaign County to successfully complete the project:

- Annual summary of all maintenance and construction projects.
- Updated maintenance and construction unit cost data, if applicable.
- Updated funding information, if applicable.

ACCEPTANCE OF PROPOSAL

To accept this proposal as an agreement to provide professional services in accord with the scope, cost, schedule, required support, and terms & conditions, please sign this proposal in the space below. This acceptance will act as a notice to proceed.

| "Accepted on behalf of Champaign County by the Char of June, 2014." | mpaign County Board Chairman on this | day |
|--|---|-----|
| | Alan Kurt, Champaign County Board Chair | |



TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work in accordance with the accepted professional standards.

COMPLIANCE WITH LAW

In the performance of services, it is mutually agreed that the Client and ARA will comply with applicable terms and regulations of the United States Government which are by law or regulation to be included in agreements of this nature and are incorporated herein by reference.

INDEPENDENT CONTRACTOR

ARA will act as an independent contractor and not as Client's agent for any purpose whatsoever, and will have no authority to make any commitments on behalf of Client or to bind Client in any way whatsoever.

PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will exercise sound professional judgment, use the standard of care as required in the industry, and strive for high quality performance and products and service delivery. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

OWNERSHIP OF DOCUMENTS

All data, information, software, hardware, and documents produced by ARA under this agreement shall remain the property of ARA and may not be used by the Client for any endeavor outside of the scope of this agreement without the written consent of ARA, unless otherwise noted in this agreement.

ACCESS TO PROJECT SITE

ARA will be granted access to the project site for the activities necessary for the performance of the services. If traffic control is required for the site visit, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control at an additional cost. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work.

CONFIDENTIALITY

Each party agrees not to use the other's proprietary information for any purpose other than for the performance of this Agreement. Proprietary information is defined as information concerning techniques, processes, inventions, research and development, and cost data in written form with each sheet thereof marked with an appropriate legend

indicating its proprietary nature and delivered by one party to another. Any other use of such proprietary information by the recipient shall be made only upon receipt of the prior written consent from an authorized representative of the other party.

INDEMNIFICATION

The Client shall indemnify and hold harmless ARA from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or liability of the Client, anyone directly or indirectly employed by the Client (except ARA).

RISK ALLOCATION

It is agreed between the parties and in recognition of the relative risks, rewards, and benefits of the project to both the Client and ARA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ARA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of ARA's fee (whichever is smaller). Such causes include, but are not limited to, ARA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration.

TRAVEL

Travel costs are actual project expenses for meals, incidentals, motels, airfare, mileage, rental car, parking, and other travel costs.

PAYMENT

Payment for ARA invoices are due net 30 days. Interest will be charged on amounts outstanding more than 30 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest.

RESOLUTION NO.

RESOLUTION APPROPRIATING \$392,403.00 FROM COUNTY MOTOR FUEL TAX FUNDS FOR THE RECONSTRUCTION OF PHILO ROAD AND AUTHORIZING THE COUNTY BOARD CHAIR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF URBANA SECTION #11-00504-01-PV

WHEREAS, Champaign County and the City of Urbana are desirous to enter into an Intergovernmental Agreement for the reconstruction, jurisdiction and maintenance of Philo Road south of Windsor Road to the City Limits.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Three Hundred Ninety-two Thousand Four Hundred Three Dollars (\$392,403.00) from County's Motor Fuel Tax Funds for their share of the reconstruction project; and

BE IT FURTHER RESOLVED, That the County Board of Champaign County authorizes the County Board Chair to enter into an intergovernmental agreement with the City of Urbana for the reconstruction of Philo Road; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to Mr. Kensil Garnett, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED AND RECORDED This 19th day of June A.D. 2014.

| | | Alan Kurtz, Chair |
|---------|--------------------------------------|-------------------------------|
| | | County Board of the County of |
| | | Champaign, Illinois |
| | | |
| | | |
| ATTEST: | | |
| | Gordy Hulten, County Clerk and | |
| | ex-Officio Clerk of the County Board | |

Prepared by: Jeff Blue

County Engineer

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|------|--------|-----|
| Reso | lution | Nο |

| keeper of the records and files thereof foregoing to be a true perfect and comp | in and for said County, in the State aforesaid and f, as provided by statutes, do hereby certify the plete copy of a resolution adopted by the County bunty Board Meeting held at Urbana, Illinois on |
|--|--|
| | I have hereunto set my hand and affixed the sealn said County, this day of |
| (SEAL) | County Clerk |
| APPROVED | |
| Date | |
| Department of Transportation | |
| District Engineer | |

An Intergovernmental Agreement between the City of Urbana and the County of Champaign Concerning the Funding for the Reconstruction of Philo Road

[Philo Road south of Windsor Road to City Limits]

* * *

This Agreement is entered into between the City of Urbana, Illinois ("City") and the County of Champaign, Illinois ("County").

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois authorizes the City and the County to contract to perform and share services in any manner not prohibited by law; and

WHEREAS, 65 ILCS 5/11-91.2-1 and 605 ILCS 5/5-102, 5-105, 5-106, 5-408, 5-410, 5-410.1, 7-101, and 9-101, all provide statutory authority for the City and the County to enter into this cooperative agreement with respect to the construction, jurisdiction, and maintenance of roads and streets; and

WHEREAS, the responsibility to provide for a highway transportation system rests with the City, the County, and the State; and

WHEREAS, the City engineered a Motor Fuel Tax project on Philo Road south of Windsor Road to City corporate limits and constructed the project in 2012; and

WHEREAS, the Urbana City Engineer and the County Engineer agreed that such improvements were warranted to meet development needs, road capacity and safety as outlined in the 1996 "Fringe Road Agreement" between the City of Urbana and Champaign County; and

WHEREAS, it was mutually agreed in May of 2012 that the County had obligations under the "Fringe Road Agreement" to participate in this project, but at that time it was unclear as to whether County Motor Fuel Tax could be expended on this project; and

WHEREAS, Illinois Department of Transportation Bureau of Local Roads Procedure Memorandum PM2013-07, issued on October 15, 2013, clarified that "MFT funds may be used by a local agency to perform construction or maintenance on public highways not under its jurisdiction provided there is a written contract approved by the Department, or a negotiated agreement."

NOW, THEREFORE, the City and the County, in consideration of the mutual promises and covenants contained herein, agree as follows:

Section 1. Project Design and Construction

The City staff has performed the design for the reconstruction of Philo Road south of Windsor Road to the City corporate limits. The project included those tasks necessary to reconstruct the existing two-lane roadway with 4-foot aggregate shoulders and curb and gutter

with asphalt shoulders in selected segments on a 12-inch cement stabilized base. The reconstruction also included necessary drainage and utility improvements. The construction was funded with Motor Fuel Tax funds and final construction documents will be submitted to the County Engineer for review and approval.

During construction Urbana provided the lead Resident Engineer to oversee the project. Costs incurred by Urbana to oversee construction shall not be included as part of the cost share.

Section 2. Commencement of Work

The City has constructed the project with their Motor Fuel tax Funds as section number 11-00504-00-PV.

Section 3. Project Funding

The total project cost was <u>Seven Hundred Eighty Four Thousand Eight Hundred and Six</u> dollars {\$784,806}. The County agrees to pay 50% of the costs of the actual construction cost of the project, as approved by the County Engineer, associated therewith. Therefore, projected funding expenditures are capped at \$392,403 for the County. Any need for additional funding from County will require an amendment to this Agreement.

Section 4. Invoices and Payments

The City shall invoice the County for the County's share of the Project costs as stated in Section 3. The County shall pay the invoiced costs prior to January 1, 2015. The City shall provide reasonable documentation to the County regarding the actual cost of the work. The County Engineer shall review and approve those costs.

Section 6. Further Actions

The City and the County hereby agree to take any action necessary to accomplish their respective obligations as set forth in this Agreement, including the passage of legally sufficient resolutions or ordinances, the appropriation or budgeting of money, and any and all other undertakings set forth in this Agreement. The Chair of the County Board and the Mayor of the City are hereby authorized by the approval of this Agreement by the respective governing bodies of the County and the City to execute any such documents necessary to carry out the terms of this Agreement.

Section 7. Effective Date of the Agreement

This Agreement shall be effective on the date of the last of the County Board or City Council to approve this Agreement.

Section 8. Amendment

No amendment to this Agreement shall be effective unless it is in writing and signed by the parties hereto.

Section 9. Notices

Notice with respect to any matter contained herein shall be sent first class and mailed to:

CITY: COUNTY:

MayorCounty Board ChairCity of UrbanaCounty of Champaign

400 South Vine Street 1776 East Washington Street

Urbana, Illinois 61801 Urbana, Illinois 61802

Public Works DirectorCounty EngineerCity of UrbanaCounty of Champaign706 South Glover Avenue1605 East Main StreetUrbana, Illinois 61802Urbana, Illinois 61802

* * *

IN WITNESS WHEREOF, the parties have executed this Agreement.

| CITY OF URBANA, ILLINOIS | COUNTY OF CHAMPAIGN | |
|--------------------------------|-------------------------------|--|
| By: Mayor | By: County Board Chair | |
| ATTEST: City Clerk | ATTEST: County Clerk | |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: | |
| City Attorney | Its Attorney | |
| Date of City Council Approval: | Date of County Board Approval | |
| Date: | Date: | |

* * *

RESOLUTION NO.

RESOLUTION FOR CONTRACT AWARD AUTHORITY

WHEREAS, Sealed bids will be received in the office of the County Engineer on June 18, 2014, for the replacement of Structure #010-3002, located approximately 0.50 miles West of I-57 Southwest of Champaign on the Tolono-Champaign Township line, Section 12-29988-00-BR, and

WHEREAS, It is in the best interest of Champaign County to award the contract as early as possible, and

WHEREAS, The Champaign County Board agrees to allow Jeff Blue, P.E., Champaign County Engineer to accept the low bid for construction on behalf of Champaign County if the low bid is within 10% of the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED, By the Champaign County Board that the above will be accepted to expedite the contract with the low bidder.

PRESENTED, ADOPTED, APPROVED, and RECORDED this 19th day of June A.D., 2014.

| | | Alan Kurtz, Chair County Board of the County of Champaign, Illinois |
|---------|--|---|
| ATTEST: | Gordy Hulten, County Clerk and Ex-Officio Clerk of the County Board | l |

Prepared by: Jeff Blue County Engineer