

TRANSPORTATION COMMITTEE AGENDA
McLean County Government Center
115 E Washington St – Rm 404, Bloomington, IL
Tuesday, January 6, 2009
8:00 AM

1. **Roll Call**
2. **Approval of Minutes from December 2, 2008 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. Audit Report #74 to be Filed with County Board – Motor Fuel Tax (MFT) – McLean County – 01/01/2007 - 12/31/2007 1 – 4
 - B. Audit Report #55 to be Filed with County Board – Township Bridge County Road Districts – 01/01/2007 - 12/31/2007 5 – 8
 - C. Audit Report #55 to be Filed with County Board – Motor Fuel Tax (MFT) – County Road Districts – 01/01/2007 - 12/31/2007 9 – 12
 - D. Emergency Appropriation
 1. Fund 0120 13 – 14
 2. Fund 0122 15 – 16
 - E. Resolution & Letting Results from the December 23, 2008 County & Township 2009 MFT Maintenance Sections & County 2009 Non-MFT Section 17 – 20
 - F. Dawson Lake Rd – CH 36 – Sec 07-00045-03-BR – Hart Bridge
 1. LA Agreement for Federal Participation 21 – 25
 - G. Resolution Extending Section 2007 Non-MFT Pipe Culvert Contract with Contech Construction Products 26 – 29
 - H. Resolution for Stimulus Program Projects 30 – 31
6. **Items to be Presented for Information**
 - A. Project Summary
 1. Ropp Rd / Invenergy Wind Farm – Sec 08-00056-08-SM 32
 2. Equipment Storage Building 33
 3. Emergency Generator 34
 - B. East Side Highway Study – *Update*
Maps to pass out
7. **Adjournment**



Illinois Department
of Transportation

RECEIVED

DEC 16 2008

Audit Cover Sheet

MCLEAN CO. HIGHWAY DEPT.

| | |
|---|-------------------------|
| Agency: COUNTY OF McLean | |
| Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue | Audit Year(s): 2007 |
| | Audit Number: 74 |
| | Date: November 18, 2008 |



**Illinois Department
of Transportation**

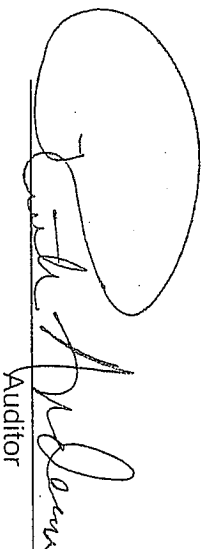
Auditor's Certificate

COUNTY OF McLean


Audit Report No. 74

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the County of McLean for the period beginning Jan. 1, 2007 and ending Dec. 31, 2007, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY


District Local Roads and Streets Engineer

Date: 11/24/08



**Illinois Department
of Transportation**

Auditor's Comments

COUNTY OF McLean

Audit Report No. 74

Audit Period: Jan. 1, 2007 to Dec. 31, 2007

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2007

The other receipts to the Motor Fuel Tax Fund were \$1,219,950.18 received as follows:

| | |
|--------------------|----------------|
| Interest 2007 | 93,775.02 |
| Reimbursement | 661,121.19 |
| Supplemental Allot | 389,011.00 |
| B-N Airport | 35,000.00 |
| FEMA | 41,042.97 |
| Total received: | \$1,219,950.18 |

The 2007 Municipal Maintenance Expenditure Statement (BLR14310) is on file and agrees with the Summary of Motor Fuel Tax Fund Transactions by Section and Category (BLR15106). Final Reports (BLR13510) were received for the following: 99-00046-11-RS; 99-00057-09-DR; 05-00047-09-BR; 05-00130-14-RS; Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED



**Illinois Department
of Transportation**

COUNTY OF McLean

Fund Balance and Bank Reconciliation


Audit Report No. 74

Audit Period Jan. 1, 2007 - Dec. 31, 2007

Date: November 18, 2008

| Fund Balance | Unobligated | Obligated | Total | Outstanding Warrants |
|--|----------------|--------------|--------------|----------------------|
| Balance Previous Audit | 1,875,505.86 | 185,895.03 | 2,061,400.89 | |
| Allotments | 2,532,540.90 | 0.00 | 2,532,540.90 | |
| Total MFT Funds | 4,408,046.76 | 185,895.03 | 4,593,941.79 | |
| Approved Authorizations | (3,412,499.74) | 3,412,499.74 | 0.00 | |
| Other Receipts | | 1,219,950.18 | 1,219,950.18 | |
| Total | 995,547.02 | 4,818,344.95 | 5,813,891.97 | |
| Disbursements | | 3,633,936.47 | 3,633,936.47 | |
| Surplus (Credits) | 883,582.69 | (883,582.69) | 0.00 | |
| Unexpended Balance | 1,879,129.71 | 300,825.79 | 2,179,955.50 | |
| Bank Reconciliation | | | | |
| Balance in Fund per Bank Certificate Dec. 31, 2007 | | | 250,074.47 | |
| Deduct Outstanding Warrants | | | 60.01 | |
| Add Outstanding Investments | | | 1,929,941.04 | |
| Additions | | | | |
| Subtraction's | | | | |
| Net Balance in Account Dec. 31, 2007 | | | 2,179,955.50 | |

Certified Correct


Auditor



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DEC 16 2008

MCLEAN CO. HIGHWAY DEPT.

| | |
|---|-------------------------|
| Agency: McLean County | |
| Audit for: <input type="checkbox"/> Motor Fuel Tax <input checked="" type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue | Audit Year(s): 2007 |
| | Audit Number: 55 |
| | Date: November 18, 2008 |



**Illinois Department
of Transportation**

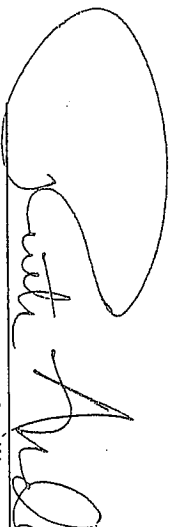
Auditor's Certificate

McLean County Township Bridge

Supplemental
Audit Report No. 55

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Township Bridge Fund of the McLean County for the period beginning Jan. 1, 2007 and ending Dec. 31, 2007, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.


Auditor

REVIEWED AND APPROVED BY


District Local Roads and Streets Engineer

Date: 11/21/08



**Illinois Department
of Transportation**

Auditor's Comments

McLean County Township Bridge

Supplemental
Audit Report No. 55

Audit Period: Jan. 1, 2007 to Dec. 31, 2007

Purpose of Audit: To determine the status of Township Bridge Funds as of Dec. 31, 2007

The other receipts to the Township Bridge Fund were \$20,063.81 received as follows:

| | |
|---------------|-----------|
| Interest 2007 | 558.46 |
| Reimbursement | 19,505.35 |

Total received: \$20,063.81

Final Reports (BLR713510) were received for the following Sections: 93-05125-00-BR; Adequate records are available to support Fund activity.
This Audit was done on a selective sampling basis.

SIGNED



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

Supplemental
Audit Report No. 55

McLean County Township Bridge

Audit Period Jan. 1, 2007 - Dec. 31, 2007

Date: November 18, 2008

| Fund Balance | Unobligated | Obligated | Total | Outstanding Warrants |
|--|--------------|------------|------------|----------------------|
| Balance Previous Audit | 154,979.60 | 137,343.57 | 292,323.17 | |
| Allotments | 208,202.77 | 0.00 | 208,202.77 | |
| Total MFT Funds | 363,182.37 | 137,343.57 | 500,525.94 | |
| Approved Authorizations | (208,202.77) | 208,202.77 | 0.00 | |
| Other Receipts | | 20,063.81 | 20,063.81 | |
| Total | 154,979.60 | 365,610.15 | 520,589.75 | |
| Disbursements | | 324,842.87 | 324,842.87 | |
| Surplus (Credits) | 946.19 | (946.19) | 0.00 | |
| Unexpended Balance | 155,925.79 | 39,821.09 | 195,746.88 | |
| Bank Reconciliation | | | | |
| Balance in Fund per Bank Certificate Dec. 31, 2007 | | | 176,283.64 | |
| Deduct Outstanding Warrants | | | | |
| Add Outstanding Investments | | | 19,463.24 | |
| Additions | | | | |
| Subtractions | | | | |
| Net Balance in Account Dec. 31, 2007 | | | 195,746.88 | |

Certified Correct


Auditor



RECEIVED

DEC 16 2008

McLEAN CO. HIGHWAY DEPT.

| | |
|---|-------------------------|
| Agency: McLean County Road Districts | |
| Audit for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue | Audit Year(s): 2007 |
| | Audit Number: 55 |
| | Date: November 18, 2008 |



**Illinois Department
of Transportation**

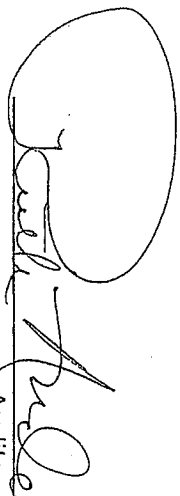
Auditor's Certificate

McLean County Road Districts

Audit Report No. 55

We hereby certify that we have audited the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the McLean County Road Districts for the period beginning Jan. 1, 2007 and ending Dec. 31, 2007, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the audit findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the County Clerk and County Treasurer and have compared the expenditures listed in the warrant registers of those offices against the minutes of the County Board maintained by the County Clerk and have found them to be in accordance therewith exceptions noted in the audit findings.



Auditor

REVIEWED AND APPROVED BY



District Local Roads and Streets Engineer

Date: 12/2/08



**Illinois Department
of Transportation**

Auditor's Comments

McLean County Road Districts

Audit Report No. 55

Audit Period: Jan. 1, 2007 to Dec. 31, 2007

Purpose of Audit: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2007

The other receipts to the Motor Fuel Tax Fund were \$288,336.65 received as follows:

| | |
|--------------------|------------|
| Interest 2007 | 112,949.54 |
| Reimbursement | 25,000.00 |
| Supplemental Allot | 82,146.00 |
| Voided Req # 146 | 68,241.11 |

Total received: \$288,336.65

The 2007 Maintenance Expenditure Statement was filed and agreed with the Summary of Motor Fuel Tax Fund Transactions by Section and Category (BLR15106). Adequate records are available to support Fund activity. This Audit was done on a selective sampling basis.

SIGNED



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

McLean County Road Districts

Audit Report No. 55

Audit Period Jan. 1, 2007 - Dec. 31, 2007

Date: November 18, 2008

| Fund Balance | Unobligated | Obligated | Total | Outstanding Warrants |
|--|----------------|--------------|--------------|----------------------------|
| Balance Previous Audit | 1,241,382.10 | 991,467.81 | 2,232,849.91 | |
| Allotments | 2,196,888.34 | 0.00 | 2,196,888.34 | |
| Total MFT Funds | 3,438,270.44 | 991,467.81 | 4,429,738.25 | |
| Approved Authorizations | (2,796,494.94) | 2,796,494.94 | 0.00 | |
| Other Receipts | | 288,336.66 | 288,336.66 | |
| Total | 641,775.50 | 4,076,299.41 | 4,718,074.91 | |
| Disbursements | | 2,228,207.65 | 2,228,207.65 | |
| Surplus (Credits) | 970,220.22 | (970,220.22) | 0.00 | |
| Unexpended Balance | 1,611,995.72 | 877,871.54 | 2,489,867.26 | |
| Bank Reconciliation | | | | |
| Balance in Fund per Bank Certificate Dec. 31, 2007 | | | 90,505.19 | o/s check 3739 64.90 |
| Deduct Outstanding Warrants | | | 240.90 | 3751 176.00 |
| Add Outstanding investments | | | 2,397,624.57 | o/s allotment 0.05 |
| Additions | | | 1,978.40 | o/s dec 07 int 1,978.35 |
| Subtraction's | | | | |
| Net Balance in Account Dec. 31, 2007 | | | 2,489,867.26 | |

Certified Correct

[Signature]
Auditor

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2008
 Combined Annual Appropriation and Budget Ordinance
 McLean County Highway Department Fund 0120
 McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0120; and,

WHEREAS, the price of diesel fuel and gasoline exceeded the amount budgeted in the Fiscal Year 2008 budget due to the high per gallon prices; and,

WHEREAS, the cost of diesel fuel and gasoline has exceeded the budget amount in line item 0120-0055-0056-0608-0001 and an expense of \$312,000.00 is necessary to cover these expenses for the 2008 Fiscal Year; and,

WHEREAS, the Transportation Committee at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Highway Fund's Unappropriated fund balance of fund 0120; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the Unappropriated Fund balance of the McLean County Highway Department Fund 0120 in the amount of \$87,000.00 and to amend the Fiscal Year Combined Annual Appropriation and Budget Ordinance as follows:

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|----------------|-------------|----------------|
| County Highway Department Unappropriated Fund Balance 0120-0055-0056-0400-0000 | \$ 100,000.00 | \$87,000.00 | \$187,000.00 |

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line item appropriation in the McLean County Highway Department Fund 0120, Highway Department 0055;

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED</u> |
|---|----------------|-------------|----------------|
| County Highway Department Gasoline/Oil/Diesel Fuel 0120-0055-0056-0608-0001 | \$225,000.00 | \$87,000.00 | \$312,000.00 |

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, County Engineer and the County Administrator.

ADOPTED by the McLean County Board the 20th day of January 2009.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2008
 Combined Annual Appropriation and Budget Ordinance
 McLean County Highway Department Fund 0122
 McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0122; and,

WHEREAS, the Illinois Department of Transportation has billed us for our share of a Federal Aid project on County Highway 70 that was built in 2006; and,

WHEREAS, the money needed to cover this Fiscal Year 2006 Construction cost exceed the budget amount in line item 0122-0055-0056-0810-0001 and an expense of \$221,278.76 is necessary to complete construction for the 2008 Fiscal Year; and,

WHEREAS, the Transportation Committee, at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Highway Matching Tax Fund's Unappropriated fund balance of fund 0122; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the Unappropriated fund balance of the McLean County Highway Department Fund 0122 in the amount of \$115,778.76 and to amend the Fiscal Year Combined Annual Appropriation and Budget Ordinance as follows:

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|----------------|--------------|----------------|
| County Highway Department Unappropriated Fund Balance 0122-0055-0056-0400-0000 | \$ 0.00 | \$115,778.76 | \$115,778.76 |

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line item appropriation in the McLean County Highway Department Fund 0122, Highway Department 0055;

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|----------------|--------------|----------------|
| County Highway Department Const. Roads/Bridges/Culverts 0122-0055-0056-0810-0001 | \$95,500.00 | \$115,778.76 | \$211,278.76 |

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, County Engineer and the County Administrator.

ADOPTED by the McLean County Board the 20th day of January 2009.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on January 6, 2009, for a letting held on December 23, 2008, for McLean County & one (1) Road District 2009 MFT Maintenance Sections and McLean County 2009 Non-MFT Maintenance Section, and

WHEREAS, the Transportation Committee duly approved the bids on January 6, 2009,

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

2009 MFT MAINTENANCE SECTIONS:

McLean County..... Sec 09-00000-00-GM..... GR 4

The successful bidders on the above section were:

| | | |
|--|----------------------|-------------|
| Valley View Industries..... | \$7.50 per Ton | \$45,000.00 |
| 8785 E 2500 North Rd, Cornell, IL 61319 (McDowell / Fairbury) | | |
| Prairie Materials..... | \$7.65 per Ton | \$45,900.00 |
| 15887 E 1200 North Rd, Pontiac, IL 61764 (Eppards Point) | | |
| Carri Scharf Materials..... | \$9.25 per Ton | \$55,500.00 |
| 7 Carri Dr, Bloomington, IL 61705 (Heyworth) | | |
| Stark Materials..... | \$9.75 per Ton | \$58,500.00 |
| 1805 W Washington St, Bloomington, IL 61701 (Sholty Pit) | | |
| Rowe Construction Co,..... | \$10.50 per Ton..... | \$63,000.00 |
| a Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609 Bloomington, IL 61702-0609 (Carmichael) | | |

McLean County..... Sec 09-00000-00-GM..... GR 4A

The successful bidders on the above section were:

| | | |
|--|-----------------------|-------------|
| Carri Scharf Materials..... | \$12.25 per Ton | \$12,250.00 |
| 7 Carrie Dr, Bloomington, IL 61705 (Rte 9, Blm) | | |
| Rowe Construction Co,..... | \$9.00 per Ton | \$9,000.00 |
| A Div of RA Cullinan & Son, Inc, 1523 N Cottage Ave, PO Box 609 Bloomington, IL 61702-0609 (Carmichael) | | |

McLean County..... Sec 09-00000-00-GM..... GR 5

The successful bidders on the above section were:

| | | |
|--|-------|------------|
| Prairie Materials..... | | \$2,700.00 |
| 15887 E 1200 North Rd, Pontiac, IL 61764 (Eppards Point) | | |
| Valley View Industries..... | | \$2,730.00 |
| 8785 E 2500 North Rd, Cornell, IL 61319 (Fairbury) | | |

McLean County..... Sec 09-00000-00-GM..... GR 7

The successful bidder on the above section was:

| | | |
|--|--------------------------------|------------|
| River City Supply..... | (Rowe Yard / Downs Plant)..... | \$8,000.00 |
| 1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609 | | |

McLean County..... Sec 09-00000-00-GM..... GR 8

The successful bidder on the above section was:

| | | |
|---|-------|------------|
| McLean County Asphalt Co, Inc | | \$4,425.00 |
| 1100 W Market St, Bloomington, IL 61701 | | |

Arrowsmith RD..... Sec 09-03000-00-GM..... GR 14

The successful bidder on the above section was:

Limestone Transit Co..... \$17,325.00
1206 W Oak St, PO Box 80, Fairbury, IL 61739

2009 Non-MFT MAINTENANCE SECTIONS:

McLean County..... Sec 2009 Non-MFT..... GR 6

The successful bidders on the above section were:

Prairie Materials..... (Eppards Point) \$11,250.00
15887 E 1200 North Rd, Pontiac, IL 61764

McLean County..... Sec 2009 Non-MFT..... GR 19

The successful bidders on the above section were:

Carri Scharf Materials..... \$5,250.00
7 Carri Dr, Bloomington, IL 61705
Stark Materials..... (Sholty Pit)..... \$5,250.00
1805 W Washington St, Bloomington, IL 61705
Prairie Materials..... Eppards Point)..... \$6,500.00
15887 E 1200 North Rd, Pontiac, IL 61764
Rowe Construction Co, (Carmichael)..... \$6,750.00
a Div of RA Cullinan & Son, Inc
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609
Valley View Industries..... (McDowell Quarry)... \$7,700.00
8785 E 2500 North Rd, Cornell, IL 61319

Matt Sorensen, Chairman McLean County Board

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 January 20, 2009.


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 20th day of January A.D., 2009.

[SEAL]

Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
December 23, 2008

| McLEAN COUNTY | ITEMS | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | ROWE | CARRI SCHARF | STARK | PRAIRIE MAT | VALLEY VIEW | | | |
|--------------------------------------|-------|------------|------|----------|------------|-------------|------------------|----------------|-------------------------|-------------|---------------------|-------------|-------------|-------------|
| Sec 09-00000-00-GM GR 4 | | On Truck | Ton | 6,000 | \$9.50 | \$57,000.00 | \$10.50 | \$63,000.00 | \$9.250 | \$55,500.00 | \$9.75 | \$58,500.00 | \$7.50 | \$45,000.00 |
| Agg Surf Cse 1 1/8 CA-6 or CA-10 | | | | | | \$57,000.00 | \$63,000.00 | \$55,500.00 | \$58,500.00 | \$45,900.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 | |
| | | | | | | | 10.53% | -2.63% | 2.63% | -19.47% | -21.05% | | | |
| Location of Pit or Quarry | | | | | | | Carmichael Pit | Hayworth | Sholly Pit @ Becker Pit | YD 88 | McDowell & Fairbury | | | |
| McLEAN COUNTY | | | | | | | ROWE | CARRI SCHARF | STARK | PRAIRIE | VALLEY VIEW | | | |
| Sec 09-00000-00-GM GR 4A | | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| Agg Surf Cse Bit Mills CA-6 or CA-10 | | On Truck | Ton | 1,000 | \$9.90 | \$9,900.00 | \$9.00 | \$9,000.00 | \$12.250 | \$12,250.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | \$9,900.00 | \$9,000.00 | \$12,250.00 | \$12,250.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | | | | | | | -9.09% | 23.74% | | | -100.00% | | | |
| Location of Plant, Pit or Quarry | | | | | | | Carmichael Pit | RI 9 | | | | | | |
| McLEAN COUNTY | | | | | | | PRAIRIE MAT | VALLEY VIEW | | | | | | |
| Sec 09-00000-00-GM GR 5 | | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| Gradation RR-1 | | On Truck | Ton | 300 | \$9.20 | \$2,760.00 | \$9.00 | \$2,700.00 | \$9.100 | \$2,730.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | \$2,760.00 | \$2,700.00 | \$2,730.00 | \$2,730.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | | | | | | | -2.17% | -1.09% | | | | | | |
| Location of Pit or Quarry | | | | | | | YD 88 | Fairbury | | | | | | |
| McLEAN COUNTY | | | | | | | McLEAN COUNTY | VALLEY VIEW | RIVER CITY | | | | | |
| Sec 09-00000-00-GM GR 7 | | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| Bituminous Mixture M19-07 | | On Truck | Ton | 100 | \$90.00 | \$9,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$80.00 | \$8,000.00 | \$0.00 | \$0.00 |
| | | | | | | \$9,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$80,000.00 | \$5,000.00 | \$0.00 | |
| | | | | | | | -100.00% | -100.00% | | | -11.11% | | | |
| Location of Plant or Stockpile | | | | | | | Rowe YD or Downs | | | | | | | |
| McLEAN COUNTY | | | | | | | McLEAN COUNTY | VALLEY VIEW | RIVER CITY | | | | | |
| Sec 09-00000-00-GM GR 8 | | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| Bituminous Mixture Syvax M 120-07 | | On Truck | Ton | 50 | \$100.00 | \$5,000.00 | \$88.50 | \$4,425.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | | | | | | \$5,000.00 | \$4,425.00 | \$4,425.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| | | | | | | | -11.50% | -100.00% | | | -100.00% | | | |
| Location of Plant or Stockpile | | | | | | | | | | | | | | |
| ARROWSMITH RD | | | | | | | TOWANDA CO | CRANE TRUCKING | LIMESTONE TRANSIT | | | | | |
| Sec 09-03000-00-GM GR 14 | | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| Cover Coat Agg CA-14 | | F.O.B. Twp | Ton | 1,050 | \$15.50 | \$16,275.00 | \$16.73 | \$17,566.50 | \$17.180 | \$18,039.00 | \$16.50 | \$17,325.00 | \$17.325.00 | \$18,090.00 |
| | | | | | | \$16,275.00 | \$17,566.50 | \$17,566.50 | \$18,039.00 | \$18,039.00 | \$17,325.00 | \$17,325.00 | \$18,090.00 | |
| | | | | | | | 7.94% | 10.84% | | | 6.45% | | | |
| Location of Plant or Stockpile | | | | | | | | | | | | | | |
| ARROWSMITH RD | | | | | | | TOWANDA CO | CRANE TRUCKING | LIMESTONE TRANSIT | | | | | |
| Sec 09-03000-00-GM GR 15 | | DELIVERY | UNIT | QUANTITY | UNIT PRICE | ESTIMATE | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| CA-6 or CA-10 | | F.O.B. Twp | Ton | 600 | \$9.25 | \$5,550.00 | \$11.47 | \$6,882.00 | \$12.33 | \$7,398.00 | \$11.60 | \$6,960.00 | \$6,960.00 | |
| | | | | | | \$5,550.00 | \$6,882.00 | \$6,882.00 | \$7,398.00 | \$7,398.00 | \$6,960.00 | \$6,960.00 | \$6,960.00 | |
| | | | | | | | 24.00% | 33.30% | | | 25.41% | | | |
| Location of Plant or Stockpile | | | | | | | | | | | | | | |

| | | | | | |
|---|-------------------------------|---------------------|-------------|----------------|------------------|
|  Illinois Department of Transportation Local Agency Agreement for Federal Participation | Local Agency McLean County | State Contract X | Day Labor | Local Contract | RR Force Account |
| | Section 07-00045-03-BR | Fund Type HBP | ITEP Number | | |

| | | | | | |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Construction | | Engineering | | Right-of-Way | |
| Job Number | Project Number | Job Number | Project Number | Job Number | Project Number |
| C-95-312-08 | BRS-487(106) | | | | |

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

Location

Local Name CH 36 Route FAS 487 Length _____
 Termini 1.5 miles southeast of Arrowsmith - Hart Bridge

Current Jurisdiction McLean County Existing Structure No 057-3204

Project Description

Bridge removal and replacement.

Division of Cost

| Type of Work | FHWA | % | STATE | % | LA | % | Total |
|--------------------------------|-------------------|--------|-----------|-----|-------------------|--------|-------------------|
| Participating Construction | 448,000 | (80) | () | () | 112,000 | (20) | 560,000 |
| Non-Participating Construction | () | () | () | () | () | () | () |
| Preliminary Engineering | () | () | () | () | () | () | () |
| Construction Engineering | () | () | () | () | () | () | () |
| Right of Way | () | () | () | () | () | () | () |
| Railroads | () | () | () | () | () | () | () |
| Utilities | () | () | () | () | () | () | () |
| TOTAL | \$ 448,000 | | \$ | | \$ 112,000 | | \$ 560,000 |

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

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

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

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share 112,000 divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

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

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

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

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

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

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Matt Sorensen

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

Signature _____

Date _____

TIN Number 376001569

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

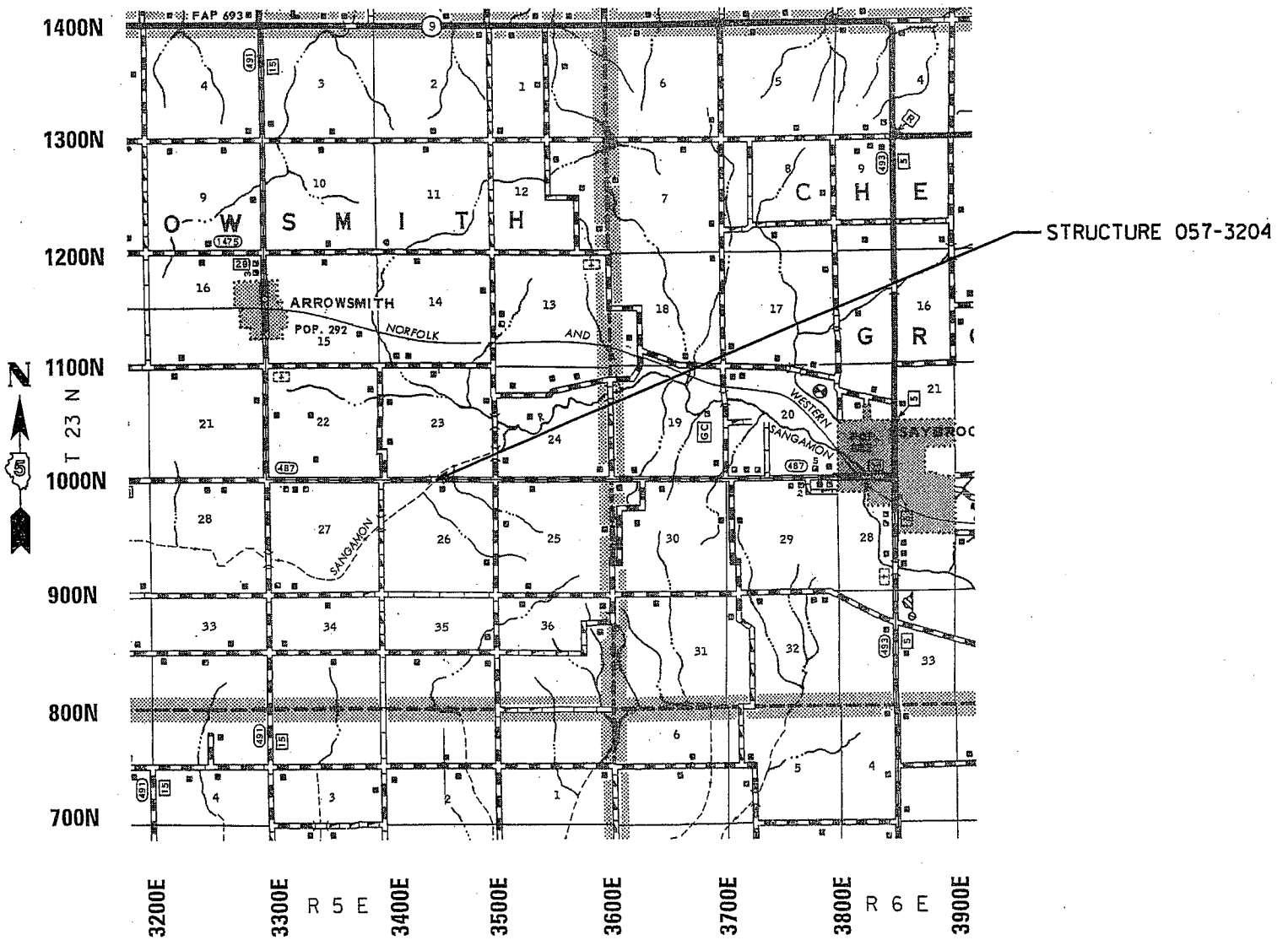
Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

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

MCLEAN COUNTY
STRUCTURE LOCATION MAP
SECTION 07-00045-03-BR



RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 6, 2007, for a letting held on January 31, 2007, and the County Board of McLean County awarded the material contract to Contech Construction Products on February 20, 2007, for McLean County Section 2007 Non-MFT Pipe Culvert, and

WHEREAS, the special provisions allowed for the contract to be extended annually for two calendar years upon written mutual consent, and

WHEREAS, the contract was extended for calendar year 2008, and

WHEREAS, calendar year 2009 is the second calendar year, and

WHEREAS, the Transportation Committee duly approved the extension on January 6, 2009.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they extend the following material contract:

2007 Non-MFT MAINTENANCE SECTION:

McLean County.....Sec 2007 Non-MFT Pipe Culvert

The successful bidder on the above section was:

Contech Construction Products.....\$261,908.60
1509 W Mt Vernon, Metamora, IL 61548

Matt Sorensen, Chairman McLean County Board

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 January 20, 2009.

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 20th day of January A.D., 2009.

[SEAL]

Peggy Ann Milton, McLean County Clerk

RECEIVED

DEC 15 2008

MCLEAN CO. HIGHWAY DEPT.

12/11/08

To: McLean County Highway Department
Attn: Eric Schmitt, P.E. – County Engineer

From: Dick Schertz – Contech Construction Products Inc.

Subject: 2008 Bid Extension

Mr. Schmitt –

CONTECH CONSTRUCTION PRODUCTS INC. has been your supplier of corrugated steel pipe, bands and end sections during calendar year 2008. We have enjoyed working with you and the rest of your organization and hope that we have met your culvert needs and expectations over the last year.

We would like to continue our working relationship by extending our current 2008 bid prices for all present bid items through the 2009 calendar year. I would be glad to discuss with you the details of this supply agreement and any modifications needed to facilitate the extension of our current contract through 2009.

Thank you for your business in 2008. Please contact me at your earliest convenience concerning this offer. I hope you and your staff have a happy and joyful Christmas and New Year.

Sincerely yours,

Dick Schertz – Contech Construction Products Inc.



The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of 2007 NON-MFT Culvert Pipe, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

2007 NON-MFT Pipe Culverts

The quantities bid are estimates for bidding purposes only. The actual quantities will vary. Delivery of pipe and end sections is to be within 3 weeks of the verbal order dates. Pipe and end sections will be ordered in various quantities from individual pipe to several pipes to a truckload throughout the year. Pipe and end sections will be delivered to various job sites and yards within McLean County. All billing and payment will be through the McLean County Highway Department.

The bid check of the successful bidder will be held to insure delivery of pipe and end sections as ordered. If delivery is not met on any order, the bid check will be cashed and the culverts will be ordered from the next low bidder. The bid checks shall be either a bank cashier's check or a properly certified check make payable to the McLean County Treasurer in the amount of \$7,500.00.

Unbalanced bids will be rejected.

All pipe culverts shall be standard 2 2/3" x 1/2" corrugations unless indicated as 3" x 1" corrugations in this proposal.

All materials supplied shall be from a certified producer.

All pipe shall be annular riveted.

All bands shall be annular riveted.

Rolled ends may be required on some pipe ordered between 12" and 30" diameter.

Bands for 10" through 21" diameter shall be 1 foot wide and will be paid for as 1 foot of pipe.

Bands for 24" through 54" diameter shall be 2 foot wide and will be paid for as 2 foot of pipe.

Bands 60" and larger shall be 3 foot wide and will be paid for as 3 foot of pipe.

Bands 36" and larger shall be Semi-Oneil Bands (the bottom half of the two piece connection band shall be physically connected to one piece of the pipe).

Bands will be ordered either galvanized or pre-coated, and paid for accordingly.

2007 NON-MFT Pipe Culverts
SPECIAL PROVISIONS (continued)

All pipe designated as _____" CSCP _____ thickness Galv. Shall be Galvanized Corrugated Steel Culvert Pipe or Galvanized Corrugated Steel Arch Culvert Pipe conforming to the requirements of AASHTO M 36M (M36).

All pipe designated as _____" Pre-coated _____ thickness shall be Pre-coated Galvanized Corrugated Steel Culvert Pipe or Pre-coated Galvanized Corrugated Steel Arch Culvert Pipe. The pre-coated steel sheets used to fabricate these items shall conform to AASHTO M 246M (M246), Grade 10/10. The pre-coated culvert pipe and pipe arch shall conform to the requirements of AASHTO M245M (M245), except that the sheet thickness for the respective diameters of pipe shall be as specified in this proposal. Pre-coating for the connecting bands is required.

All pipe designated as _____" Perforated Pre-coated _____ thickness shall be Perforated Pre-coated Galvanized Corrugated Steel Culvert Pipe. The pre-coated steel sheets used to fabricate these items shall conform to AASHTO M 246M (M246), Grade 10/10. The pre-coated culvert pipe and pipe arch shall conform to the requirements of AASHTO M245M (M245), except that the sheet thickness for the respective diameters of pipe shall be as specified in this proposal. The perforations shall have a nominal diameter of 3/8 inch.

The Steel End Sections shall be fabricated of steel, and all component parts shall be of the same material. The base metal, rivets and spelter coating shall conform to AASHTO M 36M (M 36). Toe plates shall be furnished and the metal thickness shall be the same as that used in the end section. All 3-piece bodies shall have 0.109 in. sides and 0.138 in. center panels. Width of center panels shall be greater than 20 percent of the pipe periphery. Multiple panel bodies shall have lap seams which shall be tightly jointed with 3/8 in. rivets or bolts.

Upon mutual consent between the County and the Successful Bidder these prices may be extended annually for the next two calendar years. This mutual agreement shall be in writing.

No proposals will be issued after 12:00 p.m. the working day prior to the date of letting.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the National Association of Counties has collaborated with other local government groups to recommend to the President-elect an Economic Stimulus Program that would include funding for capital infrastructure when the new administration takes office on January 20, 2009, and

WHEREAS, the McLean County Highway Department has compiled a list of projects to submit for funding consideration through an Economic Stimulus Program, and

WHEREAS, the Transportation Committee has reviewed, prioritized and approved the list of projects the McLean County Highway Department has compiled for consideration as part of the Economic Stimulus Program.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they approve the list to be submitted as follows:

1.) Section 05-00071-04-RP (Towanda Overpass (C.H. 29 at Interstate 55)):

Total Project Cost =\$2,310,000
State Road Funds =\$ 296,000
County Funds =\$ 166,000
Stimulus Funds Needed =\$1,848,000
Project Description: Removal and replacement of the existing concrete pavement.

2.) Section 07-00058-06-WR (Horse Farm Road (C.H. 21 from the Leroy Spur to US Route 136)):

Total Project Cost =\$850,000
TARP Funds =\$156,900
County Funds =\$ 13,100
Stimulus Funds Needed =\$680,000
Project Description: Bituminous overlay that will upgrade the road to 80,000lb access.

3.) Section 07-00113-04-FP (Towanda-Barnes Road (C.H. 29 from Fort Jesse Road to Raab Road)):

Total Project Cost =\$5,250,000
County Funds =\$1,050,000
Stimulus Funds Needed =\$4,200,000
Project Description: Improving the existing 2 lane roadway to 5 lane roadway with new signals at Raab Road.

(2)

4.) Section 07-00073-09-WR (Pipeline Road (C.H. 31 from Ziebarth Road to Hudson Road (C.H. 12))):

Total Project Cost =\$1,350,000
County Funds =\$ 270,000
Stimulus Funds Needed =\$1,080,000
Project Description: Bituminous widening and overlay.

The County Funds are calculated based on the typical 20% match that is required for Federal Funding.

Matt Sorensen, Chairman McLean County Board

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 January 20, 2009.

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 20th day of January A.D., 2009.

[SEAL]

Peggy Ann Milton, McLean County Clerk