

TRANSPORTATION COMMITTEE AGENDA
Room 404, Government Center
115 E. Washington Street, Bloomington, IL
Wednesday, September 7, 2005
8:00 a.m.

Roll Call

Approval of Minutes from August 2, 2005 Meeting

Recommend Payment of Bills to County Board

Appearance by Members of the Public and County Employees

Items to be Presented for Action

- | | | |
|----|---------------------------------------------------------------------------------------------|---------|
| A. | Letting Results from August 31, 2005 County and Township Projects | 1 – 2 |
| B. | Wind Farm Road Use Agreement | 3 – 31 |
| C. | Engineer's Agreement & Petition – Gridley Road District Schlipf Bridge – Sec 05-18130-00-BR | 32 – 43 |
| D. | Resolution for Improvement – Ireland Grove Road Sec 04-00157-01-SM | 44 |
| E. | Replace Rubberized Crack Filler Kettle | 45 |

Items to be Presented for Information

- | | | |
|----|--------------------------------------------------|----|
| A. | Project Summary | |
| | 1. Stringtown Road – (West) – Sec 99-00057-08-WR | 46 |
| | 2. Heller Bridge – Sec 04-00027-04-BR | 47 |
| | 3. Stanford Road – Sec 04-00122-03-RS | 48 |
| | 4. LeRoy / Lexington | |
| | Sec 2005 Non-MFT Culvert Extensions | 49 |
| | Sec 02-00044-07-WR | 50 |
| | 5. Ireland Grove Road & Oakland Avenue | |
| | Sec 04-00157-01-SM & 04-00042-08-SM | 51 |
| B. | Other | |

Adjournment

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

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on September 7, 2005, for a letting held on August 31, 2005, for two (2) McLean County and one (1) Township Road District Projects, and,

WHEREAS, the Transportation Committee duly approved the bids on September 7, 2005, now, therefore,

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

2005 MFT CONSTRUCTION SECTION:

Stark Excavating Inc, Bloomington, Illinois, was the successful bidder on the following section:
City of Chenoa..... Sec. 02-00024-00-DR – Wing Walls.....@ \$ 37,087.50

Contech Construction Products, Inc, Metamora, Illinois, was the successful bidder on the following section:
City of Chenoa..... Sec. 02-00024-00-DR – Structure.....@ \$ 47,088.00

2005 MFT MAINTENANCE SECTION:

Rowe Construction Co, a Div of RA Cullinan & Son Inc, Bloomington, Illinois, was the successful bidder on the following section:
Towanda R.D..... Sec. 05-28125-00-SM.....@ \$ 109,469.25

Michael F. Sweeney, Chairman (date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on September 20, 2005.

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 August A.D., 2005.

[SEAL}

Peggy Ann Milton, McLean County Clerk

MCLEAN COUNTY HIGHWAY DEPARTMENT
AUGUST 31, 2005

VILLAGE OF CHENOA
SEC. 02-00024-00-DR-ALUMINUM STRUCTURE

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | CONTECH BID CHECK |
|------------------------------------------|--------------------------|----------|------|------------|--------------------------|-------------------|
| Aluminum Box Culvert 14'-10" x 4'-10" | Letcher Street Chenoa | 72 | Foot | \$650.00 | \$46,800.00 | \$47,088.00 |
| | | | | | \$46,800.00 | \$47,088.00 |
| | | | | | | 0.62% |

VILLAGE OF CHENOA
SEC. 02-00024-00-DR-CONCRETE WING WALLS

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | STARK BID BOND | IROQUOIS PAVING | HJ EPEL BID BOND |
|---------------------------------------------|----------|----------|-------|------------|--------------------------|----------------|-----------------|------------------|
| Concrete Box Culverts Reinforcement Bars | | 46 | Cu Yd | \$950.00 | \$43,700.00 | \$31,464.00 | \$0.00 | \$33,350.00 |
| | | 4890 | Pound | \$3.00 | \$14,870.00 | \$5,623.50 | \$0.00 | \$6,357.00 |
| | | | | | \$58,370.00 | \$37,087.50 | \$0.00 | \$39,707.00 |
| | | | | | | | -100.00% | -31.97% |

OTTO BAUM

| BID BOND | UNIT PRICE | TOTAL |
|----------|------------|-------------|
| | \$765.00 | \$35,190.00 |
| | \$1.25 | \$6,112.50 |
| | | \$41,302.50 |
| | | -28.24% |

TOWANDA RD
SEC. 05-28125-00-SM

| ITEM | DELIVERY | QUANTITY | UNIT | UNIT PRICE | ENGINEERS ESTIMATE TOTAL | ROWE BID BOND | J.G. STEWART | HJ EPEL BID BOND |
|-------------------------------------|----------|----------|-------|------------|--------------------------|---------------|--------------|------------------|
| Bit mtl's (Prime Coat) | | 500 | Gal | \$3.00 | \$1,500.00 | \$4.50 | | \$2.35 |
| Aggregate (Prime Coat) | | 25 | Ton | \$20.00 | \$500.00 | \$0.01 | | \$32.00 |
| Bit Surf Remove Built-Joint | | 220 | Sq Yd | \$27.00 | \$5,940.00 | \$15.00 | | \$1.00 |
| Area Ref Crack Cont Treat Sys A | | 9119 | Sq Yd | \$1.25 | \$11,398.75 | \$1.00 | | \$1.16 |
| Bit Conc Surf Cse Super Mix C N50 | | 900 | Ton | \$65.00 | \$58,500.00 | \$48.00 | | \$56.00 |
| Bit Conc Bind Cse Super IL 19.0 N50 | | 1200 | Ton | \$65.00 | \$78,000.00 | \$43.00 | | \$55.25 |
| | | | | | \$155,838.75 | \$109,469.25 | | \$129,473.04 |
| | | | | | | | | -16.92% |

ROAD UPGRADE AND MAINTENANCE

This ROAD UPGRADE AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2005 by and among McLean County, an Illinois County (the "County"), and High Trail Wind Farm, LLC ("High Trail") and Old Trail Wind Farm, LLC ("Old Trail", and together with High Trail, collectively, "Developers"). Each of the Developers and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The term "Developers' Representative(s)" shall include the Developers' contractors, sub-contractors, agents, employees, suppliers and designees.

RECITALS

WHEREAS, Developers are in the process of developing a wind-powered electric energy generating facility (the "Project") in McLean County, Illinois and have submitted an application for a Special Use Permit for the Project with the Department of Building and Zoning in accordance with the Zoning Ordinance of McLean County, and

WHEREAS, Developers propose to construct the Project in two or more phases. Each phase will be constructed and owned either by High Trail or Old Trail, and

WHEREAS, in connection with the construction, operation and maintenance of the Project, the Parties desire to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Roads") over which it will be necessary for the Developers and the Developers' Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Roads, which may in certain cases be in excess of the design limits of the County Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Roads; (iii) widen certain County Roads and make certain modifications and improvements (both temporary and permanent) to such County Roads (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place certain electrical and communications cables (collectively "Cables") for the Project adjacent to, under or across certain County Roads, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County roads by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County highways, and

WHEREAS, under 605 ILCS 5/5 et seq the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Developers and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Developers have provided to the County Engineer of McLean County a site layout plan for the Project that shows the tower sites, the access road entrances, the underground collection system and the power transformer site, a copy of which is attached as Exhibit A (the "Plan"), and

WHEREAS, Developers and the County of McLean wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Roads listed on the Principal Road Upgrade Schedule attached as Exhibit B and, subject to Section 3D herein, any other County Highway used by Developers, Developers' Representative(s) in direct support of the construction and operation of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Each of High Trail, in respect of the phases of the project owned, developed and constructed by it, and Old Trail, in respect of the phases of the project owned, developed and constructed by it, agree to undertake the following activities in accordance with the terms of this Agreement:

- A. Within five business days following the award of any contract by the County for the improvements to the County Highways in accordance with Section 5 and Exhibit B for which a Notice to Proceed has been given pursuant to Section 1. T. and not withdrawn, Developers shall pay McLean County Highway Department for the costs of the improvements contained in the bid accepted by the County ("Bid Cost"). For purposes of this Agreement, "commencement of construction" shall mean construction by Developers or Developers' Representative(s) of access roads and wind turbines on the Project site has begun and does not include testing or surveying (including geotechnical drilling and meteorological testing) to determine the adequacy of the site for construction.

The Parties acknowledge the costs set forth in Exhibit B are estimates. Upon final payment by the County to its contractor for each improvement for which a contract was awarded, the County

shall compare the actual cost with the Bid Cost. The County shall provide the Developers with a statement of the final actual costs. In the event the actual costs for the improvements were greater than the Bid Cost payment made by the Developers, the Developers shall reimburse the County for those additional costs. In the event the actual costs for the improvements were less than the Bid Cost payment made by the Developers, the County shall reimburse the Developers for those overpaid costs.

- B. If Developer obtains all required governmental approvals, finds an acceptable market for the power from the respective phases of the project and enters into a power purchase agreement, and elects to proceed with any phase of the Project, Developer shall build the Project substantially as depicted on the Plan and obtain County Highway Department approval of any material alteration of the Plan insofar as it involves the use of County Highways;
- C. Present Access Permit applications and required plans for all access points to the County Highway system;
- D. Erect permanent markers indicating the presence of the Cables;
- E. Install marker tape in any trench in which Developers or Developers' Representative(s) have placed Cables located on County right-of-way;
- F. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all of the information necessary to update its records;
- G. Use directional boring equipment to make all crossings of County Highways for the cable collection system;
- H. Provide plans for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by the Developers or Developers' Representative(s);
- I. Make the necessary improvements for these widened radii and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved;
- J. Notify the County Engineer in advance of all oversize moves and crane crossings;

- K. Transport the tower segments and other oversize loads so as to minimize adverse impact on the local traffic;
- L. Provide as much advance notice as is commercially reasonable to obtain approval of the McLean County Highway Department when it is necessary for a road to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, Developers will provide 48 hours notice to the extent reasonably practicable;
- M. Sign all highway closures and work zones in accordance with the Illinois Department of Transportation Manual On Uniform Traffic Control Devices;
- N. Pay for the cost of all repairs to all County Highways that are damaged by Developers or the Developers' Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory;
- O. Establish a single escrow account and a single Letter of Credit in accordance with Section 6 for all phases of the Project;
- P. Notify all relevant parties identified under Section 4 of any temporary road closures.
- Q. At the commencement of construction of each phase of the Project and on the first, second, third and fourth anniversaries thereafter, pay to the McLean County Highway Department, the amount of \$50,000.00. Thereafter, the annual fee shall be 100% of what the prior year's fees would have been based on the County standard charges for agreements of this type. The fee shall not be cumulative, so if two or more phases are under way in any one year, only one \$50,000 payment per year shall be made.
- R. Obtain easements and other land rights needed to fulfill Developers' obligations under this Agreement.
- S. Agree that the County shall design all road upgrades in accordance with the IDOT Bureau of Local Roads and Streets Manual – 2005 edition.
- T. Provide written Notice to Proceed to the County by December 31 of each year, which notice shall identify the roads to be upgraded during the following year. The Notice to Proceed may be

withdrawn at any time by Developers prior to the County's advertisement of the notice of bids. In the event Developers elect to withdraw the Notice to Proceed, Developers agree to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through receipt of the notice of withdrawal.

- U. Acknowledge that the estimates provided in Exhibit B are good faith estimates, but actual costs may vary.
- V. Provide dust control and grading work to the reasonable satisfaction of the County Engineer on County roads covered by this Agreement that become aggregate surface roads.
- W. Anywhere this Agreement obligates Developers to make a payment, said payment shall be made directly to the McLean County Highway Department. Except as called for in section 1A payments shall be made within 21 days of receipt of an invoice, containing such detail as Developers may reasonably request, from McLean County Highway Department. Such payments shall be made, at the Developers' discretion, by check or wire transfer of immediately available funds.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices;
- B. Review for approval plans for all utility encroachments on County rights-of-way; in a reasonable manner in accordance with accepted engineering practices;
- C. Review for approval all crane crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices;
- D. Issue master overweight and oversize permits in a timely manner for the roads scheduled on Exhibit B upon the filing of such applications on behalf of Developers and waive overweight permit fees for loads with axle weights of 18,000 pounds or less. Issue permits during the spring posting period, between January 15th and April 15th when conditions warrant;

- E. Coordinate with Developers and Developers' Representative(s) so as to minimize the impact of their use of the County Highway system;
- F. Waive all individual work permit fees.
- G. Perform all routine maintenance on the County Highways used for the construction of the towers in accordance with Section 5 of this Agreement.
- H. Consent to the use of the County Highway's rights-of-way for utility encroachments, including Cables for the Project. Consent granted herein shall be effective only to the extent of the property interest of the County of McLean. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Developers from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- I. Design all road upgrades in accordance with IDOT Bureau of Local Roads and Streets Manual – 2005 edition.
- J. Implement road upgrades as agreed to in Exhibit B upon receipt of the Notice to Proceed.
- K. Authorize County Engineer to agree on behalf of County to revisions to Exhibits A and B and to determine appropriate improvements.
- L. One week prior to advertisement of bids, notify Developers of its intent to advertise notice of bids.

Section 3 Planning Inventory

A. Road Inventory

1. Pre-Construction Inventory

The Parties, prior to the commencement of construction of any phase, shall jointly perform a survey to record the condition of the pavement surface of the County Highways listed in Exhibit 'B'. For County Highways 15, 17 & 21 this survey shall be performed no later than ten (10) days prior to the start of any pre-construction upgrade. For County Highways 28 and 36, the survey shall be

done no later than 10 days prior to the start of use by the Developers and Developers' Representative(s). During this survey the entire length of the road as listed in Exhibit B shall be video taped and if necessary photographs may be taken. In addition the County will provide the Developer or his agent copies of any plans, cross-sections and specifications relevant to the existing road structure.

For any structures on the proposed routes that the County feels may not carry the loads proposed by the Developer, the County shall have the right to hire a consultant to make a study of the structure to determine the load carrying capacity. The Developer shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed the Developer may propose a plan to strengthen the structure. The County will then furnish the Developer with all available plans. Should the Developer present a plan to strengthen a structure the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All costs incurred by the County for these services shall be paid by the Developers or from the escrow account.

Copies of all pre-construction documentation shall be provided to each of the Parties.

2. Post-Construction Inventory

Upon completion of construction of each phase of the Project, representatives of the County and Developer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey McLean County will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual – 2005 edition the cost of these repairs or improvements to be paid by the Developers or from the escrow account.

B. Routing and Access Approval

As soon as practical and as necessary throughout the construction of any phase of the Project, Developers and County shall meet and by mutual agreement revise the Plan (Exhibit A) in so far as it affects the

County Highways and make it more definitive. By mutual agreement, County Highways may be added to or deleted from the Principal Road Upgrade Schedule attached as Exhibit B, specific timing for upgrades shall be established, access points to public roads may be approved, preferred traffic routes shall be established and utility encroachments, including Cable, finalized. The Principal Road Upgrade Schedule (Exhibit B) has two parts. The first part is an estimate of the cost of improvements that are to be made before construction commences to give the road sufficient structural strength to handle the traffic anticipated during the construction of the Project. The second part is an estimate of the improvement that may need to be completed at the completion of the construction of the Project to return the roads identified in Exhibit B as amended from time to time to the same or better condition than those roads were in during the pre-construction inspection.

C. Revisions

As the Principal Road Upgrade Schedule (Exhibit B) is revised and roads are added or removed, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit B using the same methodology as was used to establish the improvement descriptions and cost estimates included in Exhibit B.

D. Incidental Use

The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Upgrade Schedule (Exhibit B). Repairs for damage caused by Developers or the Developers' Representative(s) during such mistaken or permitted use shall be paid by Developers directly to McLean County Highway Department, or as provided in Section 6 C of this Agreement.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction of any phase, Developers shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Developers will discuss their plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those

agencies. Should all of the parties contacted not be represented, Developers shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Highway Department.

B. With the County:

During construction of any phase, the County and Developers shall meet regularly to disclose and discuss Project activities, including anticipated material and equipment deliveries and traffic movement – which may be reflected as changes in the Plan (Exhibit A) and/or the Principal Road Upgrade Schedule (Exhibit B).

Section 5. Upgrades and Maintenance of the County Highways

- A. In order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades will be required on certain roads as described below the cost of which shall be paid by Developers.

See the Principal Road Upgrade Schedule attached as Exhibit B, as amended from time to time.

- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the McLean County Highway Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary because of activity of Developers or Developers' Representative(s), the County will invoice the Developers for such cost and Developers shall make payment to the County therefore.

Section 6. Escrow Account and Letter of Credit

- A. Once the Developers have elected to proceed with the Project in accordance with Section 1 B, then not more than two days following receipt of the notice of intent by the County to advertise the first bid for road upgrades identified on Exhibit B that are subject to this Agreement, the Developers shall establish an escrow account in the amount of \$500,000.00 (the "Escrow Account"). The Escrow Account shall be used to pay for expenses incurred for the upgrade and/or repair of the County Highways in accordance with the terms of this Agreement in the event Developers do not otherwise pay the costs thereof. The Escrow Account shall be established at a bank doing business within McLean County selected by Developers. Within forty-

five days of the execution of this Agreement by the Parties, or such later date as the Parties may agree, the Parties shall execute a mutually agreeable form of escrow agreement (the "Escrow Agreement"), which agreement shall, among other things, appoint the escrow agent and set forth the disbursement provisions in detail. Developers shall be responsible for making additional deposits in the Escrow Account in order to maintain the original minimum balance provided however, that the aggregate amount (including the initial balance) Developers shall be required to deposit shall not in any event exceed \$11,000,000. At the same time the Escrow Account is established, Developers shall also provide to McLean County an "Irrevocable Letter of Credit" in the face amount of \$500,000.00 (the "Letter of Credit") which the County may draw against in the event and only to the extent that sufficient funds are not available in the Escrow Account to pay for Developers' failure to pay for the upgrade and repair expense of the County Highways in accordance with the terms of this Agreement. The Letter of Credit shall be issued by a bank and in such form as is reasonably acceptable to the County.

- B. The Escrow Account and Letter of Credit shall remain in place from the date the initial deposit is made until a date two years after the commencement of commercial operations of the final phase of the Project. For avoidance of doubt the commencement of commercial operation date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for any permitted withdrawal from the Escrow Account or surrender of the Letter of Credit, including any final withdrawal and/or surrender when Developers are no longer required to fund the Escrow Account or provide the Letter of Credit pursuant to the terms hereof, or the terms of the Escrow Agreement or Letter of Credit. For so long as Developers are required to maintain the Letter of Credit pursuant to the terms hereof, in the event that, pursuant to the terms of such Letter of Credit, the County shall be entitled to draw down the full outstanding amount of such Letter of Credit as a result of a failure to extend, amend or replace such Letter of Credit prior to its expiration, the County agrees that it shall immediately deposit any amounts so drawn into the Escrow Account. Developers shall be entitled to withdraw from the Escrow Account any and all amounts in the Escrow Account (including any interest accrued thereon) two years after the commencement of commercial operations of the last phase of the Project.
- C. The Escrow Agreement shall set forth, among other things, the disbursement procedures for the Escrow Account and shall include:
1. For the pre and post construction improvements listed on the

Principal Road Improvement Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:

- a. The County shall notify Developers in writing of the work to be done.
 - b. The contract shall be let by the County. Payment shall be made by the Developers or from the Escrow Account for pre and post construction road improvements.
2. For Damage during Construction to the roads listed on the Principal Road Upgrade Summary, as amended from time to time:
- a. The County shall notify Developers of the work to be done.
 - b. The work shall be performed or contract shall be let by the County. Payment for such work shall be made by the Developers or from the Escrow Account.
3. For damages on roads other than those listed on the Principal Road Upgrade Summary attached as Exhibit B, as amended from time to time:
- a. The County notifies Developer of the location and nature of the repair or maintenance required and a suggested time framework for completion.
 - b. If Developers agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from the Developers or the Escrow Account.
 - c. If Developers disagree, the County and Developers will in good faith attempt to resolve the dispute and shall involve Lewis, Yockey and Brown as a neutral intermediary to help resolve the dispute within a 5-day period. The costs of the intermediary will be paid equally by the Parties if a mutually agreeable solution is proposed, or if not, by the Party rejecting the intermediary proposed solution. Either Party may reject the intermediary solution by written notice to the other party within 2 days from the date it is rendered.
 - d. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety,

the cost of which shall be paid from the Escrow Account. If the appropriateness of the County action is ultimately determined not to be justified either by agreement or adjudication, County shall promptly refund applicable cost of repairs to the Developer.

- e. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County or County's contractor may make the repair and shall recover its costs from Developer or the Escrow Account.
- f. The County charges shall be based on County maintained time and material cost records, which shall be made available to Developers for review. County billing rates shall be those established by the County and shall be uniformly applied to all consumers.

D. Emergency Repairs.

Notwithstanding the foregoing, in the event Developers or the Developers' Representative(s) are reasonably believed by the County to have caused damage to County roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by the Developer or from the Escrow Account. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Developers. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Developers, the County will reimburse the Escrow Account for amounts withdrawn to fund the repair if any.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions.

- A. Indemnification by Developers. The Developers hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the

performance by Developers of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Developers hereby release the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the Developers, its employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

- B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless the Developers and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Developers Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developers Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Developers Releasees and agrees to indemnify and hold harmless the Developers Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.
- C. Limitations of Liability. In no event shall the Developers or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.
- D. Required Insurance. The Developers shall at all times throughout the term of this Agreement maintain in full force and effect commercial general liability insurance, naming McLean County, its Board, officers and employees as an additional insured, in the aggregate amount equal to Ten Million Dollars (\$10,000,000). The

Developers may utilize any combination of primary and/or excess insurance to satisfy this requirement.

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.
- B. Due Authorization. Each of High Trail and Old Trail hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of High Trail and Old Trail. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Developers:

High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC
1001 McKinney Street
Suite 1740
Houston, TX 77002
Phone: 713/571-6640;
Fax: 713/571-6659

with a copy to:

High Trail Wind Farm, LLC and Old Trail Wind Farm, LLC
Project Manager
716 E. Empire, Suite C
Bloomington, IL 61701
Phone: 309/829-8211;
Fax: 309/829-8611

McLean County

McLean County Engineer
102 S. Towanda-Barnes Road
Bloomington, IL 61704
Phone: (309) 663-9445
Fax: (309) 662-8038

- F. This Agreement may not be assigned without the written consent of the other Party.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of laws provisions.
- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.

J. Termination. The Developers shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Escrow Account and Letter of Credit shall remain in place as follows, rather than the date specified in Section 6. B. of this Agreement.

In the event such termination occurs prior to the date that the Developers have issued the first Notice to Proceed pursuant to Section 1T of this Agreement, then notwithstanding anything herein to the contrary the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developers and the Developers shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the first phase of the Project but after the Developers have issued the first Notice to Proceed and prior to the County awarding any bids for road work hereunder, Developers agree to pay the County for its actual reasonable costs incurred related to the subject improvements following the receipt of the Notice to Proceed through the date of termination. Upon payment by Developers to the County for such costs, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developers and the Developers shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to the commencement of construction of the first phase of the Project, but after the County has commenced road work hereunder pursuant to a bid accepted by the County (the Bid Costs of which were paid by Developers), then the County shall complete such road work. Upon final payment for such road work by the County to its contractor, if the Bid Costs paid by Developer (i) are less than the actual final costs paid by the County then the Developer shall reimburse the County for such difference (the "Final Developer Payment") or (ii) are greater than the actual costs to be paid by the County for such work, then the County shall reimburse the Developers for such difference. Upon payment by Developers of the Final Payment to the County, the Letter of Credit and the escrowed funds held in the Escrow Account (together with accrued interest, if any) shall be returned to the Developers and the Developers shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to “commencement of commercial operations of the final phase of the Project”, the Escrow Account and Letter of Credit shall remain in place until a date two years after the date on which the Developers’ construction activities have ceased.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

HIGH TRAIL WIND FARM, LLC

By _____

Its _____

OLD TRAIL WIND FARM, LLC

By _____

Its _____

_____ THE COUNTY OF McLEAN

By: Michael F. Sweeney
Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, McLean County Clerk

Principal Road Upgrade Schedule
 Exhibit 'B' to High Trail and Old Trail Road Agreement

| Highway Number | Highway Name | From | To | Milage | Pre-construction Improvements | Post-Construction Improvements |
|----------------|--------------------------|--------------|-----------|--------|----------------------------------------------|---------------------------------------------------------|
| C.H. 15 | Arrowsmith-Sabina Rd. | 1100N | CH 36 | 1.00 | 3/4" Level Binder 1.5" Surface Install | Level Binder & Surface as Needed Remove Crossing |
| C.H. 15 | Arrowsmith-Sabina Rd. | 875N | | | Crossing | |
| C.H. 17 | Ellsworth Rd. | RT 9 | Ellsworth | 2.25 | 1.5" Surface | Level Binder & Surface as Needed |
| C.H. 17 | Ellsworth Rd. | In Ellsworth | | 0.50 | None | Mill 2" |
| C.H. 17 | Ellsworth Rd. | Ellsworth | CH 36 | 1.50 | 2.5" Binder | 2" Surface Course Level Binder & Surface Required |
| C.H. 21 | Leroy-Lexington Rd. | RT 9 | CH 36 | 5.25 | 1.5" Surface | Level Binder & Surface as Needed |
| C.H. 28 | Ellsworth-Arrowsmith Rd. | 2850E | 3200E | 3.50 | None | 4" Aggregate A-3 Surface |
| C.H. 36 | Dawson Lake Rd. | 2800E | 3100E | 3.00 | None | 4" Aggregate A-3 Surface |
| C.H. 36 | Dawson Lake Rd. | 3150E | 3200E | 0.50 | None | 4" Aggregate A-3 Surface |

Wind Farm Road Cost Estimate

Exhibit 'B' (Page 2)

| | | | | |
|--------------------------------------|------|---------------------------------------------------------|------------|---------------------|
| C.H.. 21 Lexington-Leroy Road | | (Commencing from Route 9 going South to C.H. 36 (880N)) | | |
| 5.25 miles 24' wide | | | | |
| Prior to Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 1 1/2" Bituminous Surface Course | Ton | 6250 | \$52.00 | \$325,000.00 |
| 1 1/2" Aggregate Wedge Shoulder | Ton | 1050 | \$20.00 | \$21,000.00 |
| Miscellaneous Related Items | | | | \$34,000.00 |
| Total Cost | | | | \$380,000.00 |
| After Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 3/4" Bituminous Leveling Binder | Ton | 3150 | \$55.00 | \$173,250.00 |
| 1 1/2" Bituminous Surface Course | Ton | 6250 | \$52.00 | \$325,000.00 |
| 2 1/4" Aggregate Shoulders | Ton | 1750 | \$20.00 | \$35,000.00 |
| Miscellaneous Related Items | | | | \$56,750.00 |
| Total Cost | | | | \$590,000.00 |
| Total Cost Before and After | | | | \$970,000.00 |

| | | | | |
|------------------------------------|------|-------------------------------------------------------------------------|------------|---------------------|
| C.H.. 17 Ellsworth Road | | (Commencing from Route 9 going South to Ellsworth Northern City Limits) | | |
| 2.25 miles 22' wide | | | | |
| Prior to Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 1 1/2" Bituminous Surface Course | Ton | 2500 | \$52.00 | \$130,000.00 |
| 1 1/2" Aggregate Wedge Shoulder | Ton | 500 | \$20.00 | \$10,000.00 |
| Miscellaneous Related Items | | | | \$15,000.00 |
| Total Cost | | | | \$155,000.00 |
| After Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 3/4" Bituminous Leveling Binder | Ton | 1300 | \$55.00 | \$71,500.00 |
| 1 1/2" Bituminous Surface Course | Ton | 2500 | \$52.00 | \$130,000.00 |
| 2 1/4" Aggregate Shoulders | Ton | 700 | \$20.00 | \$14,000.00 |
| Miscellaneous Related Items | | | | \$24,500.00 |
| Total Cost | | | | \$240,000.00 |
| Total Cost Before and After | | | | \$395,000.00 |

Wind Farm Road Cost Estimate

Exhibit 'B' (Page 3)

| | | | | |
|--------------------------------------------------------|------|----------------------------------------------------------------------|------------|---------------------|
| C.H.. 17 Ellsworth Road .5 miles 24' wide | | (Town of Ellsworth- Northern City Limits to Southern City Limits) | | |
| Prior to Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| | | | | |
| Total Cost | | | | \$0.00 |
| After Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 2" Bituminous Milling | SY | 7100 | \$10.00 | \$71,000.00 |
| 2" Bituminous Surface Course | Ton | 800 | \$52.00 | \$41,600.00 |
| Miscellaneous Related Items | | | | \$12,400.00 |
| Total Cost | | | | \$125,000.00 |
| Total Cost Before and After | | | | \$125,000.00 |

| | | | | |
|---------------------------------------------------------|------|----------------------------------------------------------------------------------|------------|---------------------|
| C.H.. 17 Ellsworth Road 1.5 miles 22' wide | | (Commencing from Ellsworth Southern City Limits to Dawson Lake Road C.H.. 36) | | |
| Prior to Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 2 1/2" Bituminous Binder Course | Ton | 2800 | \$48.00 | \$134,400.00 |
| 2 1/2" Aggregate Wedge Shoulders | Ton | 500 | \$20.00 | \$10,000.00 |
| Miscellaneous Related Items | | | | \$15,600.00 |
| Total Cost | | | | \$160,000.00 |
| After Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 3/4" Bituminous Leveling Binder | Ton | 900 | \$55.00 | \$49,500.00 |
| 1 1/2" Bituminous Surface Course | Ton | 1700 | \$52.00 | \$88,400.00 |
| 2 1/4" Aggregate Shoulders | Ton | 500 | \$20.00 | \$10,000.00 |
| Miscellaneous Related Items | | | | \$17,100.00 |
| Total Cost | | | | \$165,000.00 |
| Total Cost Before and After | | | | \$325,000.00 |

Wind Farm Road Cost Estimate

Exhibit 'B' (Page 4)

| | | | | |
|----------------------------------------|-------------|---------------------------------------------------|------------------------------------|---------------------|
| C.H.. 15 Arrowsmith Road | | (Commencing from 1100N going South 1 mile) | | |
| 1 mile | | | | |
| 22' wide | | | | |
| Prior to Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 3/4" Bituminous Leveling Binder | Ton | 600 | \$55.00 | \$33,000.00 |
| 1 1/2" Bituminous Surface Course | Ton | 1100 | \$52.00 | \$57,200.00 |
| 2 1/4" Aggregate Shoulders | Ton | 350 | \$20.00 | \$7,000.00 |
| Miscellaneous Related Items | | | | \$12,800.00 |
| | | | Total Cost | \$110,000.00 |
| After Wind Farm Construction | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost |
| 3/4" Bituminous Leveling Binder | Ton | 600 | \$55.00 | \$33,000.00 |
| 1 1/2" Bituminous Surface Course | Ton | 1100 | \$52.00 | \$57,200.00 |
| 2 1/4" Aggregate Shoulders | Ton | 350 | \$20.00 | \$7,000.00 |
| Miscellaneous Related Items | | | | \$12,800.00 |
| | | | Total Cost | \$110,000.00 |
| | | | Total Cost Before and After | \$220,000.00 |

Wind Farm Road Cost Estimate

Exhibit 'B' (Page 5)

| C.H.. 36 Dawson Lake Road | | (Commencing from 1/2 Mile West of C.H.. 17 going East to 3100E) | | | |
|-------------------------------------------|-------------|-----------------------------------------------------------------|------------------------------------|---------------------|-------------|
| 3.5 miles | | | | | |
| 20' wide surface | | | | | |
| Prior to Wind Farm Construction | | | | | |
| After Wind Farm Construction | | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost | |
| Bomag Machine (Milling Existing Pavement) | HR | 20 | \$300.00 | \$6,000.00 | |
| 4" Aggregate Base Course | Ton | 10000 | \$25.00 | \$250,000.00 | |
| A-3 Surface | Prime | Gal | 17300 | \$3.00 | \$51,900.00 |
| | CA-14 | Ton | 1200 | \$25.00 | \$30,000.00 |
| | Bit. Matls. | Gal | 37000 | \$2.00 | \$74,000.00 |
| | CA-15/16 | Ton | 600 | \$25.00 | \$15,000.00 |
| | Bit. Matls. | Gal | 14500 | \$2.00 | \$29,000.00 |
| | A-3 | Ton | 600 | \$25.00 | \$15,000.00 |
| | Bit. Matls. | Gal | 12500 | \$2.50 | \$31,250.00 |
| 4" Aggregate Shoulders | Ton | 1400 | \$18.00 | \$25,200.00 | |
| Miscellaneous Related Items | | | | \$52,650.00 | |
| | | | Total Cost | \$580,000.00 | |
| | | | Total Cost Before and After | \$580,000.00 | |

| C.H.. 28 Ellsworth-Arrowsmith Road | | (Commencing from C.H.. 17 going East 3 1/2 miles and ending at 3200E) | | | |
|-------------------------------------------|-------------|-----------------------------------------------------------------------|------------------------------------|---------------------|-------------|
| 3.50 miles | | | | | |
| 20' wide surface | | | | | |
| Prior to Wind Farm Construction | | | | | |
| After Wind Farm Construction | | | | | |
| Items | Unit | Quantity | Unit Price | Total Cost | |
| Bomag Machine (Milling Existing Pavement) | HR | 24 | \$300.00 | \$7,200.00 | |
| 4" Aggregate Base Course | Ton | 9500 | \$25.00 | \$237,500.00 | |
| A-3 Surface | Prime | Gal | 17400 | \$3.00 | \$52,200.00 |
| | CA-14 | Ton | 1100 | \$25.00 | \$27,500.00 |
| | Bit. Matls. | Gal | 31000 | \$2.00 | \$62,000.00 |
| | CA-15/16 | Ton | 450 | \$25.00 | \$11,250.00 |
| | Bit. Matls. | Gal | 13000 | \$2.00 | \$26,000.00 |
| | A-3 | Ton | 600 | \$25.00 | \$15,000.00 |
| | Bit. Matls. | Gal | 13800 | \$2.50 | \$34,500.00 |
| 4" Aggregate Shoulders | Ton | 1400 | \$18.00 | \$25,200.00 | |
| Miscellaneous Related Items | | | | \$51,650.00 | |
| | | | Total Cost | \$550,000.00 | |
| | | | Total Cost Before and After | \$550,000.00 | |

CH 21 Lexington-Leroy Road (Rt 9 to 880N)
 10 S.U. & 35 M.U.
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 1300
 STRUCTURAL DESIGN TRAFFIC: 1586 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

| | | | | | |
|------|------|------|-----|------|-----|
| P.C. | 88% | S.U. | 7% | M.U. | 5% |
| P.C. | 1396 | S.U. | 121 | M.U. | 114 |

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.572

STRUCTURAL NUMBER (Dt)= 3.8

PAVEMENT STRUCTURE MATERIALS:

| | | |
|-----------------------------------------|----------|----------|
| SURFACE: PROPOSED BITUMINOUS CONCRETE | 5 @ 0.40 | a1= 2.00 |
| BASE: EXISTING BITUMINOUS CONCRETE | 3 @ 0.30 | a2= 0.90 |
| BASE: EXISTING OIL & CHIP | 2 @ 0.16 | a3= 0.32 |
| SUBBASE: EXISTING AGGREGATE BASE COURSE | 9 @ 0.10 | a4= 0.90 |

PROPOSED Dt TOTAL 4.12

CH 17 Ellsworth Road (RT 9 to Ellsworth)
 10 S.U. & 35 M.U.
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 750
 STUCTURAL DESIGN TRAFFIC: 915 YEAR: 2015

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

| | | | | | |
|------|-----|------|----|------|----|
| P.C. | 88% | S.U. | 7% | M.U. | 5% |
| P.C. | 805 | S.U. | 74 | M.U. | 81 |

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.393

STRUCTURAL NUMBER (Dt)= 3.6

PAVEMENT STUCTURE MATERIALS:

| | | |
|-----------------------------------------|-------------|----------|
| SURFACE: PROPOSED BITUMINOUS CONCRETE | 1.5 @ 0.40 | a1= 0.60 |
| BASE: EXISTING BITUMINOUS CONCRETE | 7.25 @ 0.30 | a2= 2.18 |
| BASE: EXISTING OIL & CHIP | 2 @ 0.16 | a3= 0.32 |
| SUBBASE: EXISTING AGGREGATE BASE COURSE | 9 @ 0.10 | a4= 0.90 |

PROPOSED Dt TOTAL 4.00

CH 17 Ellsworth Road (Ellsworth to Dawson Lake Road)
 10 S.U. & 35 M.U.
 STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T.

STRUCTURAL DESIGN TRAFFIC: 488 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

| | | | | | |
|------|-----|------|----|------|----|
| P.C. | 88% | S.U. | 7% | M.U. | 5% |
| P.C. | 429 | S.U. | 44 | M.U. | 59 |

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.275

STRUCTURAL NUMBER (Dt)= 3.5

PAVEMENT STRUCTURE MATERIALS:

| | | |
|-----------------------------------------|------------|----------|
| SURFACE: PROPOSED BITUMINOUS CONCRETE | 2.5 @ 0.40 | a1= 1.00 |
| BASE: EXISTING EMULSIFIED MIXTURE | 4.5 @ 0.17 | a2= 0.77 |
| BASE: EXISTING BITUMINOUS CONCRETE | 3 @ 0.30 | a3= 0.90 |
| SUBBASE: EXISTING AGGREGATE BASE COURSE | 10 @ 0.10 | a4= 1.00 |

PROPOSED Dt TOTAL 3.67

Additional truck traffic Arrowsmith road south of Arrowsmith

STRUCTURAL DESIGN DATA 80,000#

CLASS III ROAD DESIGN PERIOD 20 YEARS

CURRENT A.D.T. 850
 STRUCTURAL DESIGN TRAFFIC: 1037 YEAR: 2020

PERCENT OF DESIGN TRAFFIC IN DESIGN LANE:

| | | | | | |
|------|-----|------|----|------|----|
| P.C. | 88% | S.U. | 7% | M.U. | 5% |
| P.C. | 913 | S.U. | 83 | M.U. | 87 |

MINIMUM SOIL SUPPORT: IBR = 3.0

TRAFFIC FACTOR (T.F.)= 0.426

STRUCTURAL NUMBER (Dt)= 3.7

PAVEMENT STRUCTURE MATERIALS:

| | | |
|-----------------------------------------|-------------|----------|
| SURFACE: PROPOSED BITUMINOUS CONCRETE | 2.25 @ 0.40 | a1= 0.90 |
| BASE: EXISTING BITUMINOUS CONCRETE | 5.75 @ 0.30 | a2= 1.73 |
| SUBBASE: EXISTING AGGREGATE BASE COURSE | 11 @ 0.10 | a3= 1.10 |

PROPOSED Dt TOTAL 3.73



Rice, Berry and Associates
A Division of Hampton, Lenzini and Renwick, Inc.
Civil Engineers • Structural Engineers • Land Surveyors
www.hlrengineering.com

August 22, 2005
Springfield, Illinois

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

Re: Section 05-18130-00-BR
S.N. 057-4602
Schlipf Bridge

Dear Mr. Mitchell:

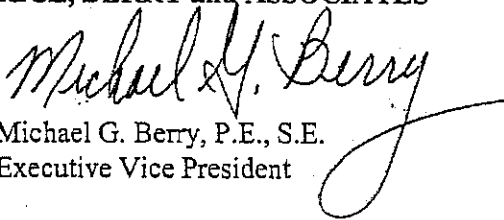
Enclosed are five (5) copies of the Preliminary Engineering Services Agreement for the subject project. Please return one approved copy to our office.

The budget estimate of construction cost for a double 11' x 12' reinforced concrete box culvert with a 30' wide roadway on a 45° skew is \$240,000.00.

Sincerely,

RICE, BERRY and ASSOCIATES

By:


Michael G. Berry, P.E., S.E.
Executive Vice President

MGB:jab
Enclosure
P:\6204\CIVIL\McLean\59_05-18130-00-BR

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847-697-6700
Fax 847-697-6753

801 S. Durkin Drive
Springfield, Illinois 62704
Tel. 217-546-3400
Fax 217-546-8116

PRELIMINARY ENGINEERING SERVICES AGREEMENT

| <u>LOCAL AGENCY</u> | <u>CONSULTANT</u> |
|-------------------------|----------------------------------|
| County: McLean | Name: Rice, Berry and Associates |
| Township: Gridley | Address: 801 South Durkin Drive |
| Section: 05-18130-00-BR | City: Springfield |
| | State: Illinois |

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

SECTION DESCRIPTION

Name Schlipf Bridge Length 0.10 mile
Structure No. Existing 057-4602 Proposed 057-4622
Location SW 1/4, SE 1/4, Sec 7, T26N, R3E, 3rd P.M., 2 miles southwest of Gridley
Description: Bridge replacement

DEFINITION

DEPARTMENT Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
 - k.() Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

| <u>Awarded Cost</u> | <u>Percentage Fees</u> |
|----------------------|------------------------|
| PER SECTION | |
| Under \$50,000 | 10.00% |
| First 50,000 | 10.00% |
| Next 50,000 | 7.75% |
| Next 100,000 | 6.50% |
| Next 200,000 | 5.60% |
| Next 200,000 | 5.20% |
| Next 450,000 | 5.10% |

2. To pay for all services stipulated under paragraphs 1h and 1j of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

| <u>Grade Classification of Employee</u> | <u>2005 B Hourly Rate</u> |
|---------------------------------------------|-------------------------------|
| Principal | \$138.00 |
| Engineer 9 | 135.00 |
| Engineer 8 | 121.00 |
| Engineer 7 | 107.00 |
| Engineer 6 | 100.00 |
| Engineer 5 | 89.00 |
| Engineer 4 | 85.00 |
| Engineer 3 | 78.00 |
| Engineer 2 | 74.50 |
| Engineer 1 | 68.00 |
| Technician 7 | 87.50 |
| Technician 6 | 78.50 |
| Technician 5 | 69.50 |
| Technician 4 | 61.00 |
| Technician 3 | 54.00 |
| Technician 2 | 48.50 |
| Technician 1 | 43.00 |
| Clerical 2 | 64.50 |
| Clerical 1 | 45.50 |
| Accountant | 62.50 |

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

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

Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By _____
County Clerk

By _____

(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

Rice, Berry and Associates
801 South Durkin Drive
Springfield, Illinois 62704-1313

ATTEST:

By Steven W. Mezzanona
Civil Engineering Manager

By Michael H. Berry
Executive Vice President

(SEAL)

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or contractor's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

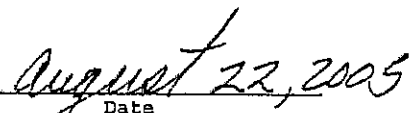
THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates
Div. of Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization


Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number


Date

BRIDGE CONSTRUCTION PETITION

Sec. 05-18130-00-BR

TO: McLean County Board
Care of McLean County Clerk
115 E. Washington Street, Room 102
Bloomington, Illinois 61701

Schlipf Drainage Structure, Located at 3010 North and 1850 East Roads

Gentlemen:

Gridley Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the east line of the SW ¼ of Section 7 T26N, R 3E of the 3rd P.M., Gridley Road District.

That of the funds appropriated at the November 2004 meeting of the McLean County Board \$ 26,000 be used as the County's share of the cost of this structure.

Gridley Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Gridley Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$ 260,000 and the present structure is inadequate.

Gridley Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.

Byron L. Martin
Highway Commissioner

Approved [Signature]
County Engineer, McLean County, IL

Gridley Road District

Date: 8-26-05

ATTEST

Mr. Michael F. Sweeney, Board Chairman

Date: _____

Peggy Ann Milton, County Clerk



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

County Highway(s) 28, beginning at a point near the NW Corner of the NE 1/4 of the NW 1/4 of Section 13, T23N, R2E, of the 3rd P.M. (Ireland Grove road 275 feet East of Dover Road) and extending along said route(s) in a(n) Easterly direction to a point near the NE Corner of the NE 1/4 of Section 18, T23N, R3E, of the 3rd P.M. (Ireland Grove road at Towanda-Barnes Road), a distance of approximately 10.016 feet (1.897 miles); and,

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

and shall be designated as Section 04-00157-01-SM and,

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

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Twenty Thousand dollars, (\$320,000.00)

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

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

Michael F. Sweeney, Chairman McLean County Board

Table with 2 columns: Department of Transportation (Authorized MFT Expenditure, Date, Regional Engineer) and County Clerk (Peggy Ann Milton) with various fields for location, date, and signature.




McLean County

HIGHWAY DEPARTMENT

John E. Mitchell, County Engineer
Eric S. Schmitt, Assistant County Engineer
102 S. Towanda-Barnes Rd, Bloomington, IL 61704
(309) 663-9445 FAX (309) 662-8038
highway@mcleancountyil.gov

DATE: August 30, 2005

TO: Chairman, Duffy Bass, and Members of the McLean County
Transportation Committee

FROM: John E. Mitchell, McLean County Engineer 

RE: Rubberized Crack Filler Kettle

On July 7, 2005, our Crack Filler broke down when the pump went out. This pump had been bad most of the summer resulting in very low productivity when we used the kettle. Now we find that we are in an extreme delay in replacing the pump and may not even be able to replace it at all, as the original manufacturer of the kettle and pump are out of business.

We purchased this kettle 16 years ago. It is slow to heat up, most probably from koching of the heating oil onto the steel liner. A new kettle would save us one (1) hour of overtime each day we use it. A new kettle will have an electric over-night heater to keep the material warm. To use the Rubberized Crack Filler, which does a far superior job of bonding to the pavement and not cracking open, we need what is called a double bottom kettle. The burner heats a transfer oil, which heats the crack filling material. This prevents damage to the crack filling material and caking of the material to the tank.

We traditionally crack seal about 25 miles of road in a year, mostly in the summer while the "summer help" is here to help with the work. This summer we were only able to crack seal 6 miles. We would still like to crack seal more of the roads yet this fall that we were unable to do this past summer.

We have looked into our options and feel that we should take bids for a new Rubberized Crack Filler Kettle. The cost of this would be approximately \$32,000.00. We have approximately \$41,000.00 left in the Equipment Purchase line item for this budget year. This is an unexpected expense, but needs to be dealt with as using the Rubberized Crack Filler does help prolong the life of our roads, and is recommended as we use the reflective crack control fabric. By crack sealing recently resurfaced roads when cracking is evident, but before the cracking is extensive or dipping, we extend the life of the pavement.

I am hereby requesting your permission to take bids for a new Rubberized Crack Filler.