

CHAMPAIGN COUNTY BOARD HIGHWAY COMMITTEE AGENDA

County of Champaign, Urbana, Illinois

Friday, June 9, 2017 – 9:00 a.m. Highway Building Conference Room 1605 E Main St., Urbana

Committee Members:

Lorraine Cowart – Chair	Jim McGuire
Max Mitchell – Vice-Chair	Diane Michaels
Chris Alix	Steve Summers
Brad Clemmons	C. Pius Weibel

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addenda
- IV. Approval of Minutes May 5, 2017
- V. Public Participation
- VI. Communications

VII.	County & Township Motor Fuel Tax Claims – May 2017	4
VIII.	Intergovernmental Agreement Between CUMTD and Champaign County	5-18
IX.	Vehicle Lease Agreement Between CUMTD and Champaign County	19-30
Χ.	Approve CY 2017 Consolidated Vehicle Procurement (CVP) grant application	31-41
XI.	Resolution Appropriating County Bridge Funds, County Highway 11 #17-00041-00-BR	42-43
XII.	Resolution Appropriating County Bridge Funds, County Highway 11 #17-00042-00-BR	44-45
XIII.	Five Year Pavement Management Plan	46-58
XIV.	Wing Wall Emergency Repair County Highway 11	59
XV.	July 7, 2017 Highway Committee Meeting	

- XVI. Other Business
- XVII. Chair's Report
- XVIII. Designation of Items to be Placed on the Consent Agenda
- XIX. Adjournment

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

MINUTES	– SUBJ	ECT TO REVIEW AND APPROVAL
DATE:	Frida	y, May 5, 2017
TIME:	9:00	a.m.
PLACE:	Highway Building Conference Room	
	1605 East Main, Urbana, IL	
Committe	e Mem	bers
		Lorraine Cowart (Chair), Chris Alix, Brad Clemmons, Jim McGuire, Diane Michaels, Max Mitchell, Steve Summers, C. Pius Weibel
Absent: None		None
County Staff: Jeff Blue (County Engineer), Rick Snider ((Recording Secretary)		Jeff Blue (County Engineer), Rick Snider (County Administrator), Faith Cagle (Recording Secretary)
Others Present:		Stan Harper (County Board Member), Marvin Johnson (Compromise Road Commissioner), Dan Ehmen (Stanton Road Commissioner)
MINUTES		

I. Call to Order

Committee Chair Cowart called the meeting to order at 9:00 a.m.

II. Roll Call

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

III. Approval of Agenda/Addendum

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

- IV. Approval of Minutes March 10, 2017 MOTION by Mr. Weibel to approve the minutes of the March 10, 2017 meeting; seconded by Mr. Summers. Upon vote, the MOTION CARRIED unanimously.
- V. Public Participation None
- VI. Communications

None

VII. County & Township Motor Fuel Tax Claims – March & April 2017

MOTION by Mr. Alix to receive and place on file the County and Township Motor Fuel Tax Claims for March and April 2017; seconded by Mr. McGuire. Upon vote, the **MOTION CARRIED unanimously**.

VIII. Review of Oil Letting Bid Tab

Mr. Blue discussed the results of the 2017 Oil Letting held on March 30, 2017. Mr. Blue explained the difference between the Furnish and Spread results and the FOB results. The bid results are for the County and all the townships in Champaign County. Mr. Blue was previously given award authority. Emulsicoat located in Urbana was awarded the FOB contract and Illiana a local contractor was awarded the FUB contract and Spread Contract.

IX. Review of Striping Letting Bid Tab

Mr. Blue then reviewed the results of the 2017 Striping Letting also held on March 30, 2017. He stated that this year there was competition in the bids. The price per foot went down from the 2016 results. Varsity Striping was awarded the contract.

X. Resolution Awarding of Contract for Compromise Township Section #16-06040-00-BR.

Mr. Blue discussed the Resolution and bid tab for the Compromise Bridge Project. Nine contractors submitted bids for the project. The engineer's estimate was \$173,202.00. Cross Construction was the low bid at \$145,355.95. Mr. Weibel asked if the County had to award the contract to the low bidder. Mr. Blue said no, however they have to have good reason not to award to the low bidder. Mr. Blue said the project is for an aluminum arch box. Mr. Weibel asked what is currently there. Mr. Blue stated there is an old concrete culvert; that is very narrow.

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

XI. Resolution Appropriating County Highway Funds for Engineering Services related to the Construction of County Wide ADA Compliant Sidewalk Ramps, Section #17-00446-00-SW

Mr. Blue discussed the next two resolutions. He stated they are a result of an audit done by the Department of Justice. The County has to reconstruct approximately 40 non-compliant sidewalk ramps that intersect County Highways. The deadline set by the DOJ is July 1, 2018. Mr. Blue said the County has completed the survey work and wants to hire an outside engineering firm for the design work. Mr. Weibel asked if this includes curbing. Mr. Blue answered yes and explained that the County is responsible for the 24' of center driving lanes of County Roads that run through municipalities. Ms. Michaels asked why there are two resolutions. Mr. Blue explained there is one for the engineering costs to be paid from the County Highway Fund and the other resolution is for the actual construction paid from the County Motor Fuel Tax Fund. Mr. Alix asked if the project would be bid as a single job and if there had been any complaints for lack of ramps. Mr. Blue answered the project would be bid as a single job and if there had been reported.

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

 XII. Resolution Appropriating Motor Fuel Tax Funds for County Wide Improvement of ADA Compliant Sidewalk Ramps, Section #17-00446-00-SW
 MOTION by Mr. McGuire to approve; seconded by Mr. Mitchell. Upon vote, the MOTION CARRIED unanimously.

XIII. Closed Session for Employment

The committee did not enter into closed session. Mr. Blue stated that in the recent election a highway employee ran for a Highway Commissioner position and won the election. However, the employee is declining the Highway Commissioner position.

XIV. Other Business

• Mr. Blue discussed a recent state letting for the Kaskaskia Bridge. Stark Excavating won the bid at \$872,647.60. They will begin reconstructing the bridge July 1. Because there is concern about the structural integrity of the bridge, the Monticello Road corridor will be closed effective June 1. Otto Baum was awarded another project in the vicinity with a start date of June 1. Both projects need to be complete by November 1. The closure will be posted on Route 45 and Interstate 57.

- Ms. Cowart asked about our responsibility during flooding in the County. Mr. Blue said we put "water on pavement" signs on our County Roads.
- Mr. McGuire asked about North Lincoln Avenue. Mr. Blue said that the dirt work is 70% done and the project is ahead of schedule. Depending on the weather, it is most likely to be open this year.
- Mr. Alix asked about the Olympian Drive opening. Mr. Blue said that Prairie Fruit Farms was very instrumental in the opening.
- A. Approval of Closed Session Minutes-March 10, 2017
 MOTION by Mr. Mitchell to approve the closed session minutes of March 10, 2017; seconded by Ms. Michaels. Upon vote, the MOTION CARRIED unanimously.
- XV. Chair's Report

None

XVI. Designation of Items to be Placed on Consent Agenda Ms. Cowart stated that items X, XI, XII, be placed on the consent agenda.

XVII. Adjournment There being no further business, Ms. Cowart adjourned the meeting at 9:33 am.

**Please note the minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800 FAX (217) 328-5148 URBANA, ILLINOIS 61802

June 9, 2017

COUNTY MOTOR FUEL TAX CLAIMS FOR MAY

Req			
No.	Payee	Description	Amount
41	Jeff Blue	Travel Reimbursement NACE Annual Meeting	626.20
42	Illini Contractor Supply	Slow and Stop signs	520.00
43	Jeff Blue	Travel Reimbursement IACE Annual Meeting	135.52
44	Champaign County Treasurer 83	Equipment Rental Jan-Mar 2017	86,252.85
45	Lehigh Hanson	1140.51 Tons CA6/10 FOB	13,851.74
46	Lehigh Hanson	126.65 tons CA-6/10 FOB	1,393.15
47	The Traffic Sign Store	posts and signs	488.95
48	Applied Research Associates, Inc	100% data collection pavement study	26,500.00
49	Tuscola Stone	CM06 Surface Course Aggregate	3,301.56
50	Cummins Engineering	Guardrail replacement Engineering Fees	24,708.57
51	Jeff Blue	Reimburse flight for NCUTCD mtg June 2017	380.60

\$ 158,159.14

TOWNSHIP MOTOR FUEL TAX CLAIMS MAY

Req No.	Payee	Description	Amount
20	Emulsicoat, Inc	Compromise Twp .56 Tons HFE-90 FOB	197.40
21	Tuscola Stone	Brown Twp 560.95tons CA15 F&D	11,078.84
22	Tuscola Stone	Condit Twp 1210.30tons CA15 F&D	17,246.86
23	Tuscola Stone	Crittenden Twp 220.29 Tons CA14 F&D	3,725.11
24	Tuscola Stone	Somer Twp 403.71 tons CA15 F&D	7,569.57
25	Tuscola Stone	Urbana Twp 1202.25tons CA15 F&D	22,097.41

\$61,915.19



To:	Champaign County Highway Committee
From:	Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
	Zoe Keller, Champaign County Program Compliance and Oversight Monitor (PCOM)
Date:	June 9 th , 2017
Re:	Intergovernmental Agreement between Champaign County and Champaign Urbana
	Mass Transit District for FY2018-FY2020.

REQUESTED ACTION: To approve the attached Intergovernmental Agreement between Champaign County and the Champaign Urbana Mass Transit District, revised to include the lease for office space and vehicle parking, as well as an updated grant application process.

BACKGROUND: The purpose of the attached Intergovernmental Agreement is to ensure continued transportation services of the Champaign County Area Rural Transit System (C-CARTS) for the next three fiscal years.

The current Intergovernmental Agreement between Champaign County and the Champaign Urbana Mass Transit District was approved for FY2016 through FY2018 in September 2015, and the attached agreement is overall identical, except for the following changes:

- 1) Illinois Department of Transportation Division of Public and Intermodal Transportation ("IDOT-DPIT") is now "IDOT-OIPI" (Office of Intermodal Project Implementation);
- 2) The State (DOAP) and Federal (Section 5311) grant application responsibilities are separate, as the applications are no longer combined;
- 3) Tasks for each grant application are updated to reflect the new format;
- 4) Responsibilities for quarterly and year-end reporting are included;
- 5) Language regarding observed holidays has been changed from "federal holidays" to a list of the six days C-CARTS does not operate, to avoid confusion with the federal holidays that County offices are closed;
- 6) "RPC staff" replaces "Champaign County staff" as the party responsible for working with CUMTD to seek service contracts;
- 7) Language has been added to reflect the new lease agreement for C-CARTS office space and parking;
- 8) The lease agreement for C-CARTS office space is included as Exhibit B in the IGA;
- 9) Maintenance rates are updated to reflect the hourly rates for FY2018 through FY2020;
- 10) CUMTD will no longer charge a monthly administrative fee (previously \$250);

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PEOPLE. POSSIBILITIES.



- 11) Uninsured/Underinsured Coverage is no longer a required element of liability insurance;
- 12) CUMTD's Managing Director will sign the IGA rather than the CUMTD Board Chair.

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PEOPLE. POSSIBILITIES.

RESOLUTION AUTHORIZING REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND CHAMPAIGN URBANA MASS TRANSIT DISTRICT

WHEREAS, THE COUNTY OF CHAMPAIGN ("County") and the CHAMPAIGN URBANA MASS TRANSIT DISTRICT ("CUMTD") support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by the Illinois Department of Transportation-Office of Intermodal Project Implementation ("IDOT-OIPI") Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (Federal Program: "Section 5311") and Downstate Public Transportation Operating Assistance (State Program: "Downstate") Grant Agreements;

WHEREAS, the County and CUMTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by CUMTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission ("RPC"); and

WHEREAS, CUMTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

WHEREAS, the County and CUMTD are currently operating under an Intergovernmental Agreement approved September 17th, 2015;

WHEREAS, the current Intergovernmental Agreement has been revised to include in its purview the lease agreement between the County and CUMTD for office space and vehicle storage;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorized the County Board Chair to enter into the revised intergovernmental agreement with CUMTD.

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of June, 2017.

COUNTY OF CHAMPAIGN

Attest:

Ву:_____

Ву:_____

C. Pius Weibel, Chair

Champaign County Board

Gordy Hulten

Champaign County Clerk

Intergovernmental Agreement Between The County of Champaign And Champaign Urbana Mass Transit District

PREAMBLE

WHEREAS, the County of Champaign ("County") and the Champaign-Urbana Mass Transit District ("CUMTD") support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by the Illinois Department of Transportation – Office of Intermodal Project Implementation ("IDOT-OIPI") Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance ("Section 5311") (49 USC § 5311), and Downstate Public Transportation Operating Assistance ("Downstate") Grant Agreement;

WHEREAS, the County and CUMTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by CUMTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission ("RPC"), specifically the Program Compliance and Oversight Monitor (PCOM);

WHEAREAS, Champaign County Area Rural Transit System (C-CARTS) is the program name under which rural public transportation is provided within Champaign County; and

WHEREAS, CUMTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between the County and CUMTD as follows:

- I. <u>Incorporation of Recitals.</u> The Preamble Recitals of this Intergovernmental Agreement ("Agreement") are hereby adopted and incorporated as if fully set forth herein.
- **II.** <u>Limitations.</u> This Agreement shall not limit or supersede any specified Grant Agreement funding requirements executed between the County and IDOT-OIPI.
- **III.** <u>Representations and Compliance with the Intergovernmental Cooperation Act.</u> The County and CUMTD hereby represent on their behalf as follows:

A. Each is a public agency as defined in 5 ILCS 220/2 (Intergovernmental Cooperation Act).

- **B.** The scope of this Agreement relates to the performance of governmental services, activities or undertakings, which the agencies entering into this Agreement are authorized by law to perform.
- **C.** The respective governing bodies of each party named here have approved and authorized this Agreement as well as performance activities set forth herein. Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby.
- **D.** This Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the contracting parties with respect to the subject matter hereof.

IV. Powers, Rights, and Responsibilities of the County.

- A. The County shall lease to CUMTD vehicles awarded to Champaign County for rural public transportation purposes, which are specified within the IDOT-OIPI Grant Agreement, pursuant to Applications made by the County under Section(s) 5310 and 5311 of the Urban Mass Transportation Act of 1964, as amended.
- **B.** After other transportation related assets are procured through IDOT-OIPI for Champaign County rural public transportation services, the County shall have the option to lease those items to CUMTD through a leasing agreement.
- V. <u>Powers, Rights, and Responsibilities of RPC.</u> The RPC shall provide transportation services oversight on behalf of the County by:
 - A. Facilitating the Champaign County Rural Transit Advisory Group ("RTAG"), a subcommittee of the County's Board as described in the adopted bylaws. In doing so, will ensure that the subcommittee is in compliance with the Illinois Open Meetings Act (5 ILCS 1201 et seq.);
 - **B.** Maintaining Champaign County copies of current CUMTD service operation and vehicle maintenance policies;
 - **C.** Collecting CUMTD transportation service reports that include all data, trip denials, public complaints, and fiscal information and periodically verifying accuracy of reports along with associated service policies and practices; and
 - **D.** Preparing quarterly and annually transportation service reports to be presented to the RTAG and the Champaign County Board.
 - E. Developing and updating a Public Transportation Service Plan.
 - F. Attending local coordination meetings and statewide training sessions.
 - G. Providing fiscal administration oversight on behalf of the County by:
 - i. Quarterly reviewing and approving state and federal requests for payment (from here forth referred to as "requisitions") to IDOT-OIPI;
 - ii. Reviewing and keeping files on any grant related fiscal reports and records; and
 - iii. Reviewing and approving any grant application materials prepared on behalf of Champaign County.
 - **H.** Preparing the following sections of the Section 5311 grant application for each fiscal year:
 - i. Section I: Introduction

- ii. Section II: Section 5311 Grant Application Checklist
- iii. Section III: Uniform Application for State Assistance
- iv. Section IV: Description of the Project
- v. Section V: Grantee Information and Service Operators
- vi. Section VI: Other Transportation Services
- vii. Section VII: Public Transit Employee Protections
- viii. Section VIII: Local Planning Efforts
- ix. Section XI: Forms, Certifications and Assurances
- x. Exhibit A: Title VI Questionnaire
- xi. Exhibit C: Standard Certifications and Assurances
- xii. Exhibit D: Board Resolution
- xiii. Exhibit E: Special Section 5333(B) Warranty for Application to the Small Urban and Rural Program
- xiv. Exhibit G: Applicant's Certification of Intent
- xv. Exhibit H: Ordinance
- xvi. Table 1: 5311 Proposed System Service Level
- xvii. Attachment I: Map of Service Area
- xviii. Attachment II: Documentation of Applicant's Effort to Involve the Private Sector
- xix. Attachment VI: Certified Copy of Public Notice for Public Hearing
- **xx.** Attachment VII: Copy of Minutes of Public Hearing in Support of the Application
- I. Preparing the following sections of the Downstate Operating Assistance Program (DOAP) grant application for each fiscal year:
 - i. Uniform Application for State Assistance
 - ii. Form OP-1: Cover Letter
 - iii. Form OP-2: Description of Applicant's Organization
 - iv. Form OP-3: Summary of Totals for Revenues and Expenses
 - v. Form OP-6b & OP-6c: Vehicle Use & Passengers
- J. Preparing the following reports and documents for each fiscal quarter:
 - i. Disadvantaged Business Enterprise (DBE) Letter
 - ii. Charter Letter
 - iii. PCOM Quarterly Report
 - iv. Grant Funds Recovery Act (GFRA) Reports for Operating and Capital Grants
- K. Preparing the following year-end documents:
 - i. National Transit Database (NTD) Report (due August 1st)

- ii. Non-DOAP Local Match Survey (due August 1st)
- L. Providing compliance and liability oversight on behalf of the County by:
 - i. Participating throughout the IDOT-OIPI's program review of CUMTD;
 - **ii.** Maintaining vehicle titles and tracking all corresponding liability insurances purchased by CUMTD for vehicles owned by Champaign County; and
 - iii. Annually verifying compliance and vehicle maintenance practices are being followed by reviewing fiscal, service, and maintenance records. Additionally, RPC will communicate with IDOT-OIPI to ensure all compliance requirements are up to date and currently being met for any executed Grant Agreement.

For the above described oversight activities, the RPC will track oversight hours and related Champaign County administrative expenses and submit these to CUMTD on a monthly basis for inclusion in requisitions. Such expenses shall not exceed amounts provided for in the Grants for such expenses.

The RPC will retain the portion of funding submitted for oversight activities and will pass through all remaining administration as well as operating reimbursement to CUMTD within two weeks upon receipt of said grant funds.

VI. <u>CUMTD Responsibilities.</u>

- A. To the extent it has the legal authority; CUMTD shall provide rural public transportation in the County of Champaign, Illinois.
- **B.** CUMTD shall prepare on behalf of the County the following sections of the Section 5311 grant application for each fiscal year and submit application materials for RPC review and approval:
 - i. Section IX: Project Cost and Revenue Proposal
 - ii. Exhibit B: Proposed GATA and Exhibit B Budget for the fiscal year
 - iii. Exhibit I: Non-Vehicle Capital Asset Inventory
 - iv. Exhibit J: Vehicle Asset Inventory
 - v. Attachment III: Organizational Chart for the Operator
 - vi. Attachment V: Copy of Most Recent Audit & 5311 Annual Financial Report
- **C.** CUMTD shall prepare on behalf of the County the following sections of the DOAP grant application for each fiscal year and submit application materials for RPC review and approval:
 - i. Form 501: Operating Labor Summary
 - ii. Rural DOAP GATA Budget
- **D.** CUMTD shall prepare on behalf of the County the following documents and reports for each fiscal quarter and submit materials to RPC for review and approval:
 - i. Section 5311 Request for Payment
 - ii. Form OP-4: Itemization of Operating Revenues and Expenses
 - iii. DOAP Request for Payment

- iv. Public Transit Account (PTA) Reconciliation
- **E.** CUMTD shall prepare on behalf of the County the following year-end documents and reports for each fiscal year and submit materials to RPC for review and approval:
 - i. OP-9 Report: Labor & Operating Data (due August 1st)
 - ii. Final OP-10D (due August 1st)
 - iii. Section 5311 Audited Schedule of Revenue and Expenses (ASRE) (due December 31st)
 - iv. DOAP Audited Schedule of Revenue and Expenses (ASRE) (due December 31st)
- F. In order to operate rural public transportation services for the County of Champaign, Illinois, by entering into this Agreement, CUMTD shall be responsible for all current and future applicable state, federal, and/or funding program rules, requirements, and regulations listed below in <u>Section VIII. Identification of Applicable Transportation Service Regulations</u>, except as undertaken by the County and RPC in sections IV and V.
- **G.** When procuring goods and/or services with a combined value in excess of \$250,000, CUMTD shall make a genuine good faith effort to explore Disadvantaged Business Enterprises ("DBE") contracting opportunities to the greatest extent possible. In the event combined procured goods and/or services exceed \$250,000, CUMTD shall establish a DBE plan as federally required and amend this Agreement accordingly.
- H. CUMTD, as Champaign County's designated rural operator, shall ensure financial accountability by utilizing a third party independent auditor to conduct its annual fiscal and compliance audit. Audit schedules as required by IDOT shall support the operating and administrative costs claimed for reimbursement under the Section 5311 grant award. Audit documents will be forwarded to IDOT-OIPI upon completion according to a minimum federal contract and program requirements.
- I. It is the goal of Champaign County that all employee hiring, pay actions and advancements are made on the basis of merit.
 - i. CUMTD will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability. CUMTD in all solicitations or advertisements for employees placed by or on behalf of Champaign County; shall state that all qualified applicants will receive consideration for employment without regard for age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability.
 - **ii.** CUMTD will employ, promote and demote persons based on performance, qualifications and merit and will not discriminate in favor of the employment of relatives or family members. Relative or family member is defined as one of the following: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, or members of the same household. Should CUMTD employ, promote or demote a family member of an existing CUMTD employee, CUMTD will notify Champaign County's PCOM before the hire or promotion.
- J. CUMTD shall operate Champaign County rural public transportation services in compliance with any Grant Applications made on behalf of the County and/or Agreements between the County and IDOT-OIPI.

- Between July 1st, 2017 and June 30th, 2020 Champaign County rural transportation services are subject to the requirements contained in Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (49 USC § 5311) and Downstate Public Transportation Operating Assistance Grant Agreement;
- ii. Therefore, the following *Champaign County Rural Public Transportation Service Parameters* <u>hereto are set forth below</u> unless amended.

VII. <u>Champaign County Rural Public Transportation Service Parameters.</u>

- A. <u>Minimum Service Days & Hours.</u> Barring natural disasters, unsafe weather conditions, mutually agreed upon holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), and unforeseen reduction of available fleet size; CUMTD will operate Champaign County rural public transportation services with a minimum of five (5) vehicles Monday to Friday from 6:00 AM to 6:00 PM continuously between July 1st, 2017 and June 30th, 2020.
- B. <u>Service Reporting & Approval.</u> CUMTD shall provide RTAG quarterly and annually service reports as well as any grant applications for rural service made on behalf of the County or other agreements for rural service within Champaign County for review and approval. Quarterly, CUMTD shall provide all service data to RPC for performance evaluation. In the case of a temporary suspension of rural transportation services caused by emergency or unforeseen circumstances, RPC will be informed immediately. Except in case of an emergency or exigent circumstances, both CUMTD and RPC will agree in writing about the changes to rural transportation services before CUMTD implements such changes to the services.

C. Grant Funding & Local Match.

- i. Service contracts operating at the end of each fiscal year shall continue as a source of local match for the next fiscal year. However, to make a good faith effort to be a sustainable rural transit system with diverse local match sources and in an effort to obtain the maximum federal and state funding, RPC staff and CUMTD staff will work together to seek a diverse mix of local match funding sources. RPC staff will twice a year identify potential sources of local match revenue currently not being sought by CUMTD, and work with CUMTD to develop a strategy to access these other local funds. CUMTD will be responsible for providing all cost estimates associated with the development of any service contracts.
- ii. CUMTD is expected to monitor the grant funding spend down on a monthly basis and to provide a quarterly status report to RTAG and RPC on how fiscal operations are progressing. If at any time the Downstate funding is unexpectedly discontinued or if the expenses of the system far outpace the availability of federal, state, and local match funding, CUMTD shall submit a 90-day notice of service reductions or termination of transportation services, in order to operate within the funding limitations as budgeted in the grant application.
- D. <u>Quarterly Expenditures and Requisitions.</u> In accordance with Grant Agreements between IDOT-OIPI and Champaign County for rural public transportation services, for each quarter CUMTD transportation expenditures shall not exceed 25% of all awarded grant funds for rural public transportation (i.e. Section 5311 and IL Downstate Operating Assistance Program). In the event unanticipated expenditures result in a quarterly requisition going over said ceiling amount, CUMTD shall notify RPC in writing, no later than two weeks after charges have been incurred, to explain the overages, how the remaining year operations will be covered, and request an

approved exception for the particular quarter. RPC shall monthly provide CUMTD a copy of all oversight administrative services performed as well as all documentation required by CUMTD Auditor. CUMTD shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-OIPI and/or County required documentation. CUMTD shall ensure the eligibility of all expenditures within the prepared requisition. CUMTD shall make available to RPC staff any applicable fiscal documentation necessary to review accuracy of the requisitions to be submitted. RPC will review the submitted requisitions for accuracy and the County's Authorized representative will approve and sign said requisitions to be sent to IDOT-OIPI for payment. RPC will submit the requisitions and other documentation to IDOT-OIPI and will maintain a copy of each requisition for the County's records. Such submittal shall be made by RPC within seven (7) days after CUMTD has provided RPC with any documents requested by RPC.

- E. <u>Rolling Stock Lease Agreement.</u> CUMTD will lease rolling stock from Champaign County to operate the rural public transportation services in Champaign County for \$1 per year per vehicle as available. Refer to *Vehicle Lease Agreement between County of Champaign, Illinois and Champaign Urbana Mass Transit District* for additional terms and conditions.
- F. <u>Office</u> and Vehicle Storage Lease Agreement. Champaign County will lease office space and indoor/outdoor vehicle storage from CUMTD as set forth in the *Lease Agreement between County of Champaign, IL and Champaign Urbana Mass Transit District*, included in this IGA as an addendum.
- G. <u>Vehicle Maintenance</u>. CUMTD shall provide for leased vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-OIPI compliant vehicle maintenance plan and policies. CUMTD shall track maintenance costs of vehicles used for Champaign County rural transportation services separately. Maintenance costs tracked separately for the appropriate Champaign County rural public transportation services are eligible expenditures under requisitions for Champaign County FY2018 FY2020 Downstate Operating Assistance Program Grant Agreements and are reimbursed to CUMTD upon receipt of DOAP funds. CUMTD shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. CUMTD shall keep comprehensive maintenance records and have these records annually available for RPC oversight. Cost parameters for vehicle maintenance include:
 - i. CUMTD will perform all preventative maintenance, mechanical repair work, body shop work, and road calls requested at the actual hourly rate needed for the work. The FY2018 hourly rate for all services is \$42.85.
 - ii. CUMTD will charge the cost of any required parts at current pricing.
 - iii. The hourly rate for service will increase to \$43.92 in FY2019 and \$45.02 in FY2020. CUMTD will reconcile these rates to the audited actual rates each year, and increase or decrease the rate for the following fiscal year.
 - **iv.** CUMTD will fuel C-CARTS vehicles as requested. The cost per gallon will be calculated as a monthly average based on overall CUMTD fuel purchases.
 - v. CUMTD will wash, sweep, and empty the trash of each C-CARTS vehicle during the weekend. Each wash will be charged at \$3 a wash.
- H. <u>Vehicle Liability Insurance</u>. CUMTD shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

Combined single limit	\$1 million
Medical Payments	\$5,000

Hired and Non-Owned \$1 million

- VIII. <u>Identification of All Applicable Transportation Service Regulations.</u> The provision of rural public transportation services within the County of Champaign, Illinois is subject to the rules and regulations found in the following documents:
 - A. The United States Department of Transportation (USDOT) Federal Transit Administration (FTA) Master Agreement as published on FTA's website and authorized by the Federal Ledger;
 - **B.** Any Grant Agreement between IDOT-OIPI and the County executed and filed with IDOT-OIPI officers and copy retained in the County's records; and
 - C. Any Grant Application(s) made to IDOT-OIPI on behalf of the County, which includes resolutions made by the Champaign County Board: 1) Illinois Department of Transportation ("IDOT") and FTA Assistance Programs Joint Certifications and Assurances, and 2) 5333b Special Warranty.

IX. <u>Terms.</u>

- **A.** The term of this Agreement shall be from July 1st, 2017 to June 30th, 2020. Upon written notice:
 - i. CUMTD may suspend or terminate all or part of this agreement when the County is, or has been, in material violation of the terms of this Agreement, or at CUMTD's convenience,
 - ii. The County may terminate all or part of this agreement when it determines, in its sole discretion, that the purpose of the Champaign County rural public transportation services would not be adequately served by continuation of the IDOT-OIPI Grant Agreement or at the County's convenience.
- **B.** Termination of any part of this Agreement will not invalidate obligations properly incurred by CUMTD prior to the date of termination; to the extent they are non-cancelable. Neither the acceptance of a remittance by the County of any or all Champaign County rural transportation services from the IDOT-OIPI Grant Agreement nor the closing out of CUMTD expenditures for Champaign County rural transportation service shall constitute a waiver of any claim which the IDOT-OIPI Grant Agreement may otherwise have arising out of this Agreement.
- X. <u>Notices.</u> All notices or other communications required or permitted hereunder shall be in writing and personally delivered or registered or certified mail, postage pre-paid, return receipt requested and addressed to the parties hereto at their respective addresses set forth below. Such notice or other communications shall be deemed given upon receipt or one (1) business day after tendering to an overnight air-express service.

Notices to the County shall be sent to: PCOM Champaign County Regional Planning Commission 1776 E. Washington Street Urbana, IL 61802 Fax: 217-384-3896

Notice to CUMTD shall be sent to: Managing Director Champaign Urbana Mass Transit District 1101 E. University Avenue Urbana, IL 61802

- XI. <u>Governing Law and Venue.</u> This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. The parties agree that the venue for any action pertaining hereto shall be in Champaign County, Illinois.
- XII. <u>Entire Agreement.</u> This Agreement represents the entire agreement between the parties with respect to the subject matter and may not be modified except by writing.
- XIII. <u>Compliance with Law.</u> The County and CUMTD shall comply with all the applicable provisions of local, state, and federal laws relating to the performance of the terms of this Agreement.

IN WITNESS WHERE OF, the County has caused this Agreement to be executed by the Chair of the Champaign County Board and attested by the County Clerk pursuant to authority given by the Champaign County Board, and CUMTD has caused this Agreement to be executed by its Managing Director pursuant to authority given by its Board of Directors this <u>31st of May, 2017</u>.

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

By:___

C. Pius Weibel, Chair Champaign County Board By:

Karl Gnadt, Managing Director CUMTD

Attest:

Gordy Hulten, Champaign County Clerk

Exhibit A

It is recognized by the parties that the amounts set forth in this work order are premised on the current level of support by the State of Illinois as set forth in the Downstate Public Transportation Act (30 ILCS 740/1-1 et. Seq.) ("the Act").

If at any time after the execution of this agreement by the parties, state reimbursement is reduced from its current 65% level contained in the Act, the amount contained in the work order shall be adjusted to automatically reflect the amount of any such decrease. The increase in cost to the customer shall be in the same percentage of the decrease in state support.

The following table shows examples of how customer cost will be determined for maintenance:

FY2018 Audited Fully Allocated Cost Per Hour	Level of State Reimbursement	Local Share = Cost to Customer	Hourly Rate Charged to Customer
\$122.42	65%	35%	\$42.85
\$122.42	60%	40%	\$48.97
\$122.42	55%	45%	\$55.09

<u>Exhibit B</u>

C-CARTS agrees to pay to CUMTD as rent for the initial term of the Agreement, by the following schedule:

\$15.00/sf March 1, 2017 through June 30, 2018 or \$1034.38/month for office space; and

\$11,170 March 1,2017 through June 30, 2018 only or \$698.13/month for office furniture (inventory attached); and

\$5.00/sf March 1, 2017 through June 30, 2018 or \$666.67/month for interior parking for 8 service vehicles; and

\$3.00/sf March 1, 2017 through June 30, 2018 or \$300.00/month for exterior parking for 6 service vehicles.

Monthly rent total for March 1, 2017 through June 30, 2018 totals \$43,186.80 or \$2,699.18/month.

ALL RENT PAYMENTS SHALL BE MADE PAYABLE TO CUMTD AT:

CUMTD 1101 E. University Avenue Urbana, Illinois 61802-2009



To:	Champaign County Highway Committee
From:	Rita Morocoima-Black, CCRPC/CUUATS Planning and Community Development Director
	Zoe Keller, Champaign County Program Compliance and Oversight Monitor (PCOM)
Date:	June 9 th , 2017
Re:	Vehicle Lease Agreement between Champaign County and Champaign Urbana Mass
	Transit District for FY2018-FY2020.

REQUESTED ACTION: To approve the attached Vehicle Lease Agreement between Champaign County and the Champaign Urbana Mass Transit District, revised to reflect the current fleet and corresponding grant agreements.

BACKGROUND: The purpose of the attached Vehicle Lease Agreement is to ensure continued transportation services of the Champaign County Area Rural Transit System (C-CARTS) for the next three fiscal years.

The current Vehicle Lease Agreement between Champaign County and the Champaign Urbana Mass Transit District was approved for FY2016 through FY2018 in September 2015, and the attached agreement is overall identical, except for the following changes:

- 1) SECTION 1 Vehicles Leased:
 - a. C55 and C69 are no longer part of the fleet;
 - b. C70 is expected for delivery in summer/fall 2017 (VIN will be added upon receipt of vehicle);
 - c. Inclusion of "common name" for each vehicle;
 - d. Vehicles are listed in chronological order;
 - e. Grant agreements are now listed individually with corresponding vehicles (contract and grant numbers for C70 will be added upon receipt of contract).
- 2) Illinois Department of Transportation Division of Public and Intermodal Transportation ("IDOT-DPIT") is now "IDOT-OIPI" (Office of Intermodal Project Implementation).
- 3) Uninsured/Underinsured Coverage is no longer a required element of liability insurance.

RESOLUTION NO._____

RESOLUTION AUTHORIZING <u>REVISED</u> VEHICLE LEASE AGREEMENT BETWEEN COUNTY OF CHAMPAIGN, ILLINOIS AND CHAMPAIGN URBANA MASS TRANSIT DISTRICT

WHEREAS, THE COUNTY OF CHAMPAIGN ("County") and CHAMPAIGN URBANA MASS TRANSIT DISTRICT ("CUMTD") support the provision and improvement of rural public transit by procuring specialized vehicles as essential to the development of a safe, efficient, functional transportation system; and

WHEREAS, the County authorized grant applications for specialized vehicles ("rolling stock") through public transportation capital assistance under the Illinois Department of Transportation (IDOT) Consolidated Vehicle Procurement (CVP) grants; and

WHEREAS, the County has acquired said rolling stock to be used by CUMTD in its provision of rural public transportation in the County of Champaign with funds from the Illinois Department of Transportation, CAP-10-942-CVP Contract No. 1089CVP, CAP-04-879-CVP Contract No. 1089CVP, CAP-13-1020-CVP Contract No. 1170CVP, CAP-13-1022-CVP Contract No. 1385CVP, CAP-13-1021-CVP Contract No. 4490CVP, and [Grant Agreement Number for C70] Contract No. [TBD] Grant Agreements between IDOT and the County; and

WHEREAS, roles and responsibilities of all parties are established in the Intergovernmental Agreement between the County and CUMTD of said acquired rolling stock;

WHEREAS, the acquired rolling stock is additionally subject to the IDOT CVP Grant Agreement and/or any grant agreements entered into by the County;

NOW, THEREFORE, BE IT RESOLVED that the attached <u>Vehicle Lease Agreement Between County</u> <u>of Champaign, Illinois and the Champaign Urbana Mass Transit District</u> as presented is passed, approved and recorded this 22nd day of June, 2017 by the Champaign County Board.

COUNTY OF CHAMPAIGN

Attest:

By:___

By:___

C. Pius Weibel, Chair Champaign County Board Gordy Hulten Champaign County Clerk

VEHICLE LEASE AGREEMENT BETWEEN COUNTY OF CHAMPAIGN, ILLINOIS AND CHAMPAIGN URBANA MASS TRANSIT DISTRICT

This Agreement is made and entered into, by and between the County of Champaign, Illinois, hereinafter referred to as "Lessor", and the Champaign Urbana Mass Transit District ('CUMTD'), hereinafter referred to as "Lessee". Lessor and Lessee, for the considerations set forth below, hereby agree as follows:

SECTION 1

Vehicles Leased

Lessor hereby leases to Lessee, on the terms and conditions herein contained the following motor vehicles:

- 1) <u>2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN</u> <u>1FDFE4FS1BDB22613, commonly known as "C54"</u>
- 2) <u>2011-2012 Ford El Dorado E-450 Super Duty, 14 passenger medium duty bus, VIN</u> <u>1FDFE4FS2CDA19153, commonly known as "C56"</u>
- 3) <u>2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG7CR139811,</u> <u>commonly known as "C57"</u>
- 4) <u>2012 Dodge Caravan/Gran, 6 passenger mini-van, VIN 2C4RDGCG9CR139812,</u> <u>commonly known as "C58"</u>
- 5) <u>2014 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDEE4FL9EDA86288, commonly</u> <u>known as "C59"</u>
- 6) <u>2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FL0EDA86292, commonly</u> <u>known as "C60"</u>
- 7) <u>2014 Ford Starcraft Bus, 14 passenger medium duty, VIN 1FDEE4FL3EDA86321, commonly</u> known as "C61"
- 8) <u>2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS5GDC04206, commonly</u> known as "C62"
- 9) <u>2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04247, commonly</u> <u>known as "C63"</u>
- 10) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS6GDC06479, commonly known as "C64"
- 11) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FSXGDC04251, commonly known as "C65"
- 12) <u>2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS1GDC04252, commonly</u> <u>known as "C66"</u>
- 13) 2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FS8GDC04202, commonly known as "C67"
- 14) <u>2016 Ford Starcraft Bus, 14 Passenger medium duty, VIN 1FDFE4FSXGDC04248, commonly</u> <u>known as "C68"</u>
- 15) 2017 Ford Starcraft Bus, 14 Passenger medium duty, VIN (to be determined), commonly known as "C70"

<u>Purchased with funds from the Illinois Department of Transportation (IDOT) and the Federal Transit</u> Administration (FTA) through the following grant agreements between IDOT and the Lessor:

1) <u>Contract No. 1089CVP State Grant No. CAP-10-942-CVP; Federal Grant No. IL-18-X027</u> (C54 and C56)

- 2) Contract No. 1089CVP State Grant No. CAP-04-879-CVP; Federal Grant No. IL-18-X026 (C57 and C58)
- 3) Contract No. 1170CVP State Grant No. CAP-13-1020-CVP, IJN; Federal Grant No. IL-18-X028 (C59, C60, and C61)
- 4) Contract No. 1385CVP State Grant No. CAP-13-1022-CVP; Federal Grant No. IL-18-X030 (C62)
- 5) Contract No. 4490-CVP State Grant No. CAP-13-1021-CVP (C63, C64, C65, C66, C67, and C68)
- 6) Contract No. TBD State Grant No. TBD; Federal Grant No. TBD (C70)

Vehicles shall have lettering, identifying it with the "Champaign-County Area Rural Transit System" logo, telephone number, and website address, and other information as directed by Lessor. Said lettering shall be provided at the cost of Lessor; Lessee shall be responsible for having the vehicle lettering completed within fifteen (15) days of Lessor's request.

SECTION 2 Use and Scope of Service Limits

Lessee agrees that it will not use or permit the use of the leased vehicles in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to void any warranty or insurance covering the vehicles, or permit any vehicle to become subject to any lien, charge, or encumbrance which may affect Lessor's title to said vehicle.

SECTION 3 Term

The term of the lease shall be for three operating years of rural public transit system within Champaign County beginning July 1st, 2017, and ending June 30th, 2020, which is contingent upon receiving grant funding from the Illinois Department of Transportation – Office of Intermodal Project Implementation, hereinafter referred to as "IDOT", which entails the Lessor concurring that CUMTD is still the selected operator for the Champaign County rural public transit system. Subject to the terms of the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Intergovernmental Agreement between the Lessor and CUMTD, the Lessee shall notify Lessor in writing, no later than ninety (90) days prior to the termination date specified in writing.

SECTION 4 Additional Conditions of IDOT

The State of Illinois, Department of Transportation, Office of Intermodal Project Implementation (hereinafter referred to as IDOT) is lien holder on the vehicles to be leased, previously operated by Lessor pursuant to the above-mentioned capital grant agreements listed in Section 1. IDOT acknowledges that the making of these Agreements between Lessor and Lessee neither violates the terms of the above mentioned Grant Contracts nor causes any default or forfeiture thereunder.

Lessee shall use the vehicles for the purposes as described in the above-mentioned capital arant agreements listed in Section 1, and in the Federal Section 5311 Operating Assistance Program, State of Illinois Downstate Operating Assistance Program (DOAP) and the Transportation System Provider Agreement between the Lessor and CUMTD to provide general rural public transportation.

Lessee represents and warrants that it will comply with said terms, conditions and obligations of IDOT, so as not to jeopardize Lessor's relationship with IDOT, nor cause Lessor to be in default of any agreement with IDOT. Any breach of the above-mentioned contracts shall be considered a default by Lessee under the terms hereof.

SECTION 5 Lessee's Representations and Warranties

In consideration of Lessor entering into this Agreement, the Lessee hereby represents and warrants:

- (a) Lessee is an Illinois corporation, duly organized, validly existing, and in good standing under the laws of the State of Illinois, and has the power and authority to carry on its business, as now conducted, to own and operate its property and assets, to execute this Agreement and any other agreements and instruments referred to in this Agreement that it is executing and delivering, and to carry out the transactions contemplated hereby and thereby.
- (b) Neither the execution, delivery nor performance of this Agreement or any other agreement or instrument referred to in this Agreement that is executed and delivered by or on behalf of Lessee in conjunction herewith, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Certificate of Incorporation, Articles of Incorporation, or Bylaws of Lessee or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which Lessee is subject, or any judgment, decree, franchise, order or permit applicable to Lessee, or conflicts or is inconsistent with, or will result in any breach of or constitute a default under, any contract, commitment, agreement, understanding, arrangement, or instrument, or result in the creation of or imposition of, or the obligation to create or impose, any lien, encumbrance or liability on any of the property or assets of Lessee, or will increase any such lien, encumbrance, or liability.
- (c) Lessee now has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state or local, which authorize or empower the services to be performed hereunder by Lessee.

SECTION 6 Rent and Terms of Payment

Lessee agrees to pay as rent for the vehicles leased herein the sum of one dollar (\$1) per year, paid annually in advance by the fifteenth (15th) of June of each year for the remaining duration of this lease agreement.

SECTION 7

Insurance

Lessee shall, at its sole cost, provide and maintain during the term of this Agreement, a policy or policies of vehicle liability insurance containing the coverage, exceptions, and exclusions which are ordinarily contained in vehicle liability insurance policies written for the locality where the vehicle is stored. Such policy shall insure Lessor and Lessee, and their respective agent and employees, with respect to liability as a result of the ownership, maintenance, use or operation of vehicle furnished by Lessor to Lessee pursuant to this Agreement. Furthermore, Lessee shall, at its sole cost, provide and maintain during the term of the Agreement, insurance coverage for collision and comprehensive damages as is customary for such vehicle, naming Lessor as an additional insured.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverage:

Combined single limit:	\$1 million
Medical Payments:	\$5,000

Hired and Non-Owned:

\$1 million

Such insurance shall include destruction and/or loss of use or property as a result of an accident. Lessor shall not be liable for damage to property owned by, rented to, or in charge of Lessee.

All such insurance shall be in a form acceptable to Lessor. Lessee shall cause the insurer to furnish to Lessor a certificate of insurance, and a certificate of any renewal or replacement of insurance, evidencing coverage as outlined herein. The certificate shall provide that the insurance shall not be cancelled or materially modified except upon ten (10) days advance written notice to Lessor.

SECTION 8 License Plates and Registration

The vehicles subject to this Agreement shall bear the proper license plate. The title to such vehicle is registered in the name of the Lessor, subject to the lien rights of IDOT. The annual registration, license fees, safety inspection costs, etc. shall be paid by Lessee.

SECTION 9

Delivery of Vehicle

Lessor shall use all reasonable diligence to transfer the vehicles leased hereunder to the Lessee on the execution of this Agreement and any supplement thereto, but shall not be liable to Lessee for any failure or delay if Lessor shall have exercised reasonable diligence herein.

SECTION 10

Reporting and Audit

- (a) Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by Lessor. Data required may include, but not be limited to, vehicle maintenance records and trip logs.
- (b) Lessor or representatives from IDOT and the Federal Transit Administration (hereinafter referred to as "FTA") or any designees may perform, at any time, one or more audits and/or inspection of the records with regard to compliance with the provisions of the Agreement. Lessee agrees to comply with all requests to have equipment available as requested by Lessor for completion of audits.
- (c) Lessee agrees to preserve for a period of five years after the termination of this Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

SECTION 11

Maintenance

All vehicles need to be maintained according to the Lessee's vehicle maintenance policy and plan, which should include a schedule for preventative maintenance service and vehicle replacement as reviewed and approved by IDOT staff during their annual compliance review. Lessee shall prepare and maintain accurate records relating to all vehicle maintenance performed herein and shall provide Lessor with any such information when requested in writing.

SECTION 12

Acceptance by Lessee

Upon taking possession of vehicle, it shall be conclusively presumed to be in neat and proper appearance, good repair, mechanical condition and running order when accepted by Lessee.

NEITHER LESSOR NOR LESSEE IS THE MANUFACTURER OF THE VEHICLES SUBJECT TO THIS AGREEMENT, NOR THE MANUFACTURER'S AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE VEHICLE SUBJECT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE.

This Agreement shall not operate to release or waive any rights of Lessor or Lessee against any person not a party hereto, including the manufacturer of the vehicle subject to this Agreement.

Lessor shall assign or otherwise make available, as legally permitted, any manufacturer's warranties covering the vehicle subject to this Agreement.

SECTION 13 Risk of Loss

Lessee shall bear all risks of damage or loss of the leased vehicle, or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of parts or equipment of respective vehicle shall be at the cost and expense of the Lessee and shall be accessions to the vehicle. The Lessee shall at all times, and at Lessee's expense, keep the vehicle in good working order, condition, and repair, reasonable wear and tear excepted.

SECTION 14

<u>Indemnity</u>

Lessee agrees to save Lessor and the State of Illinois, including IDOT, harmless from any and all claims, losses, causes of action, and expenses, for whatever reason, including legal expenses and reasonable attorneys fees, arising from the use, maintenance, and operation of the vehicle leased under this Agreement or the provision of services hereunder.

SECTION 15 Additional Charges

Lessee agrees to pay any and all storage charges, parking charges, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees. Lessee will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle.

SECTION 16

Drivers of Vehicle

The leased vehicles under this Agreement shall be operated only by safe, careful, and legally qualified drivers having a proper license. Such drivers shall be selected, employed, controlled, and paid by Lessee. Lessee shall cause the vehicle to be used and operated with reasonable care and precaution to prevent loss and damage to said vehicle because of negligent or reckless use, abuse, fire, theft, collision, or injury to persons or property.

Lessee's drivers shall comply with all applicable state and federal regulations governing transportation services.

SECTION 17 Termination

This Agreement shall terminate in any event upon default as provided in Section 3.

<u>Right of Each Party to Terminate:</u> Upon written notice to the other parties, each party (IDOT, Lessor and Lessee) reserve the right to terminate this Agreement:

- a) when a party is, or has been, in violation of the terms of this Agreement;
- b) for each parties' convenience;
- c) in the event that the Operating Grant Agreement between Lessor and IDOT is not renewed or is terminated;
- d) in the event that Lessor decides to remove the vehicle from service (i.e., replace it because it is beyond its useful life);
- e) in the event that Lessor decides to reassign the vehicle to another Lessee; or
- f) In the event that the Lessor and/or IDOT determine, in their sole discretion, that the purpose of the Acts authorizing the Grant would not be best served by the continuation of said Agreement.

Termination of the Agreement will not invalidate obligations properly incurred by the Lessee and concurred in by the Lessor and IDOT prior to the termination date; to the extent they are non-cancelable.

SECTION 18

Surrender of Vehicle

Upon termination, at the sole option of Lessor, Lessee shall surrender the respective vehicles leased hereunder, in the same condition as when received, less reasonable wear and tear, free from collision or upset damage, to the Lessor at the address listed in Section 26, or at any other location mutually agreed on by the parties to the Agreement.

SECTION 19

<u>Warranties</u>

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE LEASED VEHICLES, OR BY THE FAILURE OF THE VEHICLES, OR INTERRUPTION OF SERVICE OR USE OF THE LEASED VEHICLES.

SECTION 20

Compliance with Laws

The vehicles leased under this Agreement will not, while in the possession, custody, or control of Lessee, be operated in excess of rated maximum weights or capacity. If a vehicle is damaged in any manner due to overloading, Lessee shall immediately pay to Lessor the amount of any and all damages and losses it may sustain thereby.

The leased vehicles shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicles. Lessee will hold Lessor harmless from any and/or all fines, forfeitures, penalties for traffic violations or for the violation of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous by reason of being explosive, inflammable, or fissionable.

SECTION 21 Assignment

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Agreement, or the Agreement itself, or the subject vehicles, without the prior written consent of Lessor and IDOT. Lessee hereby consents to and authorizes Lessor's assignment of all rentals, charges, and any other amounts payable by Lessee to Lessor, or to become payable. This Agreement and the rights and interests of Lessee under this Agreement are subordinate to any security agreement executed by Lessor and any such assignee, covering the vehicles leased hereunder.

SECTION 22

<u>Default</u>

Time is of the essence of this Agreement. Lessor, at its option, may declare this Agreement in default on the happening of any of the following:

- (a) Default by Lessee in payment or performance of any of its obligations under this Agreement.
- (b) Voluntary assignment of Lessee's interests herein.
- (c) Involuntary transfer of Lessee's interest herein, whether or not by operation of law, bankruptcy, or any assignment of Lessee's property for the benefit of creditors, or if a receiver or trustee is appointed for Lessee's property or business.
- (d) Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Agreement.
- (e) Lessee not abiding by the terms set forth in CAP-10-942-CVP Contract No. 1089CVP between IDOT and Lessor.
- (f) Lessee not abiding by the terms set forth in CAP-04-879-CVP Contract No. 1089CVP between IDOT and Lessor.
- (g) Lessee not abiding by the terms set forth in CAP-13-1020-CVP, IJN Contract No. 1170CVP between IDOT and Lessor.
- (h) Lessee not abiding by the terms set forth in CAP-13-1022 Contract No. 1385CVP between IDOT and Lessor.
- (i) Lessee not abiding by the terms set forth in CAP-13-1021-CVP Contract No. 4490CVP between IDOT and Lessor.
- (j) Lessee not abiding by the terms set forth in [Grant Number TBD] Contract No. [TBD] between IDOT and Lessor.
- (k) Lessee not abiding by the terms and conditions of the Federal Section 5311 Operating Assistance Program.
- (I) Lessee not abiding by the terms and conditions of the Illinois Downstate Operating Assistance Program.
- (m) Lessee not abiding by the terms and conditions of the Transportation System Provider Agreement between Lessor and Lessee.

Lessor shall provide Lessee with written notice of default. Lessee shall have ten (10) days from the date Lessor's notice is given as required by Section 26 of this Agreement to cure the default. If upon the expiration of said ten (10) days time frame Lessee has not cured the default, then Lessor may seek to enforce any rights and or remedies it may have against Lessee hereunder.

On declaration by Lessor that the Agreement is in default, and after expiration of the cure period set forth above, the vehicles subject to this Agreement shall be surrendered and delivered to Lessor, and Lessor may take possession of the vehicles wherever they may be found, and for that purpose may enter on the premises of Lessee provided there is no breach of peace. If allowed by applicable law or upon abandonment of the vehicles by Lessee, the Lessor's right to take possession of the vehicles may be without process of law. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles subject to this Agreement, or the possession or use of such vehicles, and Lessor shall retain all rents and other sums paid by Lessee under this Agreement with respect to said vehicles. The rights and remedies of Lessor under this Agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law. Lessor shall be entitled to collect from Lessee the costs and expenses, including reasonable attorneys fees, in connection with any matters concerning the default of Lessee and the repossession of the vehicles.

SECTION 23 AUXILIARY

THIS SECTION INTENTIONALLY LEFT BLANK

SECTION 24

Waiver

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 25 Lease Only

This Agreement is one of leasing only and Lessee shall not acquire hereby any right, title, or interest to vehicles leased hereunder other than that of Lessee. Lessee acknowledges that Lessor owns (subject to IDOT lien) the vehicles subject to the Agreement. Nothing herein shall affect Lessor's absolute ownership of any title to said vehicles.

SECTION 26

<u>Notices</u>

Notices provided for under this Agreement shall be deemed given when mailed certified mail to the addresses of the Lessor and Lessee, as set forth below:

IF TO LESSOR: Champaign County Board

(c/o RTAG/ Regional Planning Commission) 1776 E. Washington Street Urbana, IL 61802 IF TO LESSEE: Managing Director Champaign Urbana Mass Transit District 1101 E University Ave Urbana, IL 61802

SECTION 27

<u>Right to Repossess</u>

Upon failure of Lessee to return or deliver the vehicles subject to the terms hereof as directed by Lessor, or if Lessee fails to use, repair, or maintain the vehicles as required herein, Lessee shall permit Lessor, without demand, legal process, or a breach of the peace, to enter any premises where the vehicles are or may be located to take possession of and remove the vehicles. Lessee shall not prosecute or assist in the prosecution of any claim, suit, action or other proceeding arising out of any such repossession by Lessor. Lessee shall reimburse Lessor for any and all costs including reasonable attorneys' fees, incurred by Lessor in connection with actions taken by Lessor pursuant to this section.

SECTION 28

Inspection of Vehicle

Lessor and/or representatives of IDOT and the FTA or its representatives, and all designees, shall have the right to inspect the respective vehicles during reasonable business hours, or cause the vehicles to be inspected at any time, with or without prior notice to Lessee. Lessor shall also have the right to demand from time to time a written statement from Lessee setting forth the condition of the vehicles or any parts thereof. Lessee shall furnish such a statement to Lessor within ten (10) days after receipt of Lessor's demand therefore. Should Lessor or its designee determine, in its sole discretion that the vehicles have not been maintained in accordance with this Agreement, Lessor or its designee shall report all deficiencies to Lessee in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicles in service, Lessee shall have thirty (30) days to correct the reported deficiencies.

SECTION 29

Return of Vehicle

Immediately following termination of this Agreement, whether by completion of the term or any reason, Lessee shall surrender and deliver to Lessor the vehicles and related records, unless the right is waived at Lessor's sole discretion.

SECTION 30

Succession

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

SECTION 31

<u>Amendment</u>

This Agreement may not be amended or altered in any manner unless such amendment or alteration is in writing and signed on behalf of the parties.

SECTION 32 Liability for Contents

Lessor shall not be liable for loss of or damage to any property left, stored, loaded, or transported in or upon the vehicles furnished by Lessor to Lessee pursuant to this Agreement, whether or not due to the negligence of Lessor, its agents or employees.

Lessee shall hold Lessor, its agents and employees, harmless from and indemnify them from and against all claims based on or arising out of such loss or damage.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

SECTION 33

Attorneys Fees

Except as provided for in Section 22, concerning default of Lessee, the prevailing party shall be entitled to reimbursement from the losing party for costs and expenses including reasonable attorneys fees incurred in enforcing the terms and provisions of this Agreement and in the defending and proceeding to which Lessor or Lessee is made a party to any legal proceedings as a result of acts or omissions of the other party.

SECTION 34

Governing Law

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Lessor and Lessee.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first-above written.

LESSOR:

County of Champaign, Illinois (C/O Regional Planning Commission)

By: C. Pius Weibel, Chair Champaign County Board	Date:
Attest:	Date:
LESSEE:	
Champaign Urbana Mass Transit District	
By: Karl Gnadt, Managing Director CUMTD	Date:
Attest:	Date:



Memorandum

To: Champaign County Highway Committee

 From: Rita Morocoima-Black, RPC/CUUATS Planning and Community Development Director Zoe Keller, Champaign County Program Compliance and Oversight Monitor (PCOM)
 Date: June 9th, 2017
 Re: CY 2017 Consolidated Vehicle Procurement (CVP) Grant Application

BACKGROUND: Through the CVP process, the Illinois Department of Transportation (IDOT) develops vehicle specifications, purchases the vehicles, and assures that the procurement conforms to all state and federal requirements. These vehicles are funded completely by Federal and State dollars, meaning that Champaign County does not contribute to the purchase in any way.

In December 2016, one of the 14-passenger buses ("C69") serving Champaign County Area Rural Transit System (C-CARTS) was totaled in an accident. The 2017 CVP grant application requests a medium-duty vehicle to replace C69, in order to maintain an appropriate spare-vehicle ratio. The total cost of this project is \$63,000; again, at no cost to Champaign County.

C69 is a 2016 Ford Starcraft and its useful life (120,000 miles) had not been met, meaning the replacement is being requested on the basis of documented inoperable condition. Accordingly, the following documents accompany the CVP application: a repair estimate from Midwest Transit Equipment, an explanation from Midwest Transit that the actual cost would be greater than the estimate due to internal damages that are not immediately visible, and photos of the vehicle in its current condition.

REQUESTED ACTION: Approve the attached resolution for Calendar Year 2017 Consolidated Vehicle Procurement (CVP) grant application.



Resolution Number_____

Resolution authorizing application for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, the provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset certain capital costs of a private non-profit, general public transportation system or an IDOT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAMPAIGN COUNTY BOARD:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of Champaign County.

Section 2. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County such application.

Section 3. That the County Administrator of Champaign County is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation in connection with the aforesaid application for said Grant.

Section 4. That the County Administrator of Champaign County is hereby authorized and directed to execute and file on behalf of Champaign County all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED this 22nd day of June, 2017

C. Pius Weibel, Champaign County Board Chair

Attest: Gordy Hulten, Champaign County Clerk & ex officio Clerk of the County Board

Date

Date









Section I. General Information

A. Definitions

Transportation Provider	Types
Public Transportation Provider	Organizations providing regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low-income status and does not include intercity rail transportation, intercity bus service, charter bus service, school bus service, sightseeing service, or shuttle service.
Specialized Transportation Provider	Non-profit organizations providing transportation services to meet travel demand from mobility-challenged populations, including seniors and individuals with disabilities.
Certified Public Provider (CPP)	Public transportation providers certified by IDOT as functioning in areas where specialized transportation demand is greater than the ability of local specialized transportation providers to meet. Upon application for CPP status and certification by IDOT, CPPs become eligible for Sec. 5310 funding.
Federal Transit Administra	tion (FTA) Funding Programs
Sec. 5310	Capital Assistance for the Mobility of Seniors and Individuals w/ Disabilities. Sec. 5310 applicants are either private non-profits or else public transportation providers that have been certified by IDOT as eligible to receive Sec. 5310 funds (see "Certified Public Provider").
Sec. 5311	Formula Grants to Non-Urbanized Areas made to public transportation providers.
Sec. 5339	The FTA's reconstituted `Bus & Bus Facilities' grant program. In Illinois, public transportation providers that receive Sec. 5307 or Sec. 5311 funds are also eligible to receive capital assistance funded through FTA Sec. 5339.
CVP Application Service Ca	ategories
Existing Service	Public or specialized transportation services currently offered on a recurring and consistent basis
Expansion Service	Additional clients, territories, and/or hours of operation planned by public or specialized transportation providers in augmentation of existing service.
New Service	Clients, territories, and hours of operation planned by public or specialized transportation providers that are not at present providing any transportation service.
Geographic Definitions	
Northeastern Illinois(NEIL)	Shorthand for the Chicago, IL urbanized area, as defined by the U.S. Census. Inclusive of Cook, Lake, McHenry, DuPage, Will, and Kane Counties, as well as northeastern Grundy County.
"Downstate"	Shorthand for all areas of Illinois outside of the NEIL region.
Illinois Urbanized Areas	Large (>200.000 population) - NEIL, St. Louis, Rockford, Rock Island, Peoria
	Small (population between 50,000 and 199,999) - Springfield, Champaign, Bloomington- Normal, Decatur, Alton/Cape Girardeau, Kankakee, DeKalb, Carbondale, Danville
	For precise maps of urbanized area boundaries, please visit https://www.census.gov/geo/maps-data/maps/2010ua.html

B. Application Technical Instructions & Submission Requirements

The CVP Application Requires a Two-Step Submission Process:

- When all information fields are fully and accurately filled out, please save this PDF and submit it to the CVP Section Chief via email at <u>mike.healy@illinois.gov</u> while CCing your regional HSTP coordinator or local MPO. This portion of your application must be submitted by 11:50 p.m. on May 31, 2017.
- 2. To ensure veracity of claims regarding vehicle maintenance and driver training, as well as compliance with all necessary State and Federal program requirements, please e-mail the following to <u>mike.healy@illinois.gov</u> and your local HSTP Coordinator/MPO no later than 11:59 p.m. on June 30, 2017:
 - a. Scanned PDF of Page 6 ('Applicant Information'), signed by applicant's authorized representative,
 - b. A formal letter of endorsement from the local public transportation provider in applicant's proposed service area,
 - c. Scanned PDF of Acceptance of Binding IDOT & FTA Certifications and Assurances signed by applicant's authorized

representative and Affirmation of Attorney signed by applicant's legal counsel (see <u>DPIT_CVP_04_Appendix A</u>), d. Notice of publication of a public meeting held regarding this application and minutes thereof (sample language for this notice can be found in <u>DPIT_CVP_05</u>; <u>Appendix B</u>),

- e. Scanned copy of Opinion of Counsel signed by applicant's legal counsel (see DPIT CVP 06: Appendix C),
- f. Signed Board Resolution designating authorized signatory representative for applicant (see DPIT CVP 07. Appendix D).
- g. Any and all documentation materials referenced and/or requested in application Section(s) III, V, VI and/or VII.

PLEASE NOTE THAT FAILURE TO COMPLY WITH ITEMS a.-f. ABOVE, ESPECIALLY AND INCLUDING THE SUBMISSION OF ALL LISTED ITEMS TO BOTH IDOT AND YOUR LOCAL HSTP COORDINATOR/MPO CAN AND WILL RESULT IN THE FORFEITURE OF SCORING OPPORTUNITIES AND/OR THE INVALIDATION OF YOUR ENTIRE APPLICATION.

C. Scoring Criteria

Sec: 5310 Competitive Application Scoring Criteria (applicable to private non-profit applicants only)		
Level of Existing Services As determined by hours of operation compared to statewide applicant pool and/or peak vehicle need.	4.0 points	
Equipment Utilization As determined by vehicle miles traveled (VMTs) <i>or</i> number of one-way vehicle trips per day, compared to statewide applicant pool.	4.0 points	
Asset Maintenance As determined by defined questions and reviewer's judgment of required materials.	4.0 points	
Management Capacity As determined by defined questions and reviewer's judgment of required materials and administrative review of applicant transportation budgets.	4,0 points	
Coordination Efforts As determined by Inclusion of required materials and local administrative review (see Sec. VII).	4.0 points	
Total	20 points	

D. Application Review Process, Criteria, and Award Timeline

When you submit your application and submit the required materials mentioned in items a.-f. above, to mike_healy@illinois.gov and your local HSTP Coordinator/MPO, the CVP Section Chief will send a reply message acknowledging receipt. Your HSTP coordinator or MPO contact will review your application for required documents and contact you regarding any missing or supplemental information required for full review. Any documents missing, delayed, or requiring authorizations from an applicant's Board of Directors must be provided within 30 days of May 31, 2017, the application deadline (e.g., by June 30, 2017). If missing documents are not received by this deadline, the application will be deemed incomplete and ineligible for consideration. The Department may require additional information during the full review.

Only when all information needed for full evaluation has been received, will the full review be completed.

When final review of the application is complete, the Office will make its award recommendation to the Secretary of Transportation. Following the Secretary's approval, vehicles will be ordered and titled to awardees with an IDOT lien on the vehicle, which will serve as a mechanism for the enforcement of compliance on the part of the grantee with all certifications, assurances and attestations made relative to project performance and use of project equipment on the part of the grantee.

Your projects will be judged on consistency with program goals and objectives, meeting public or specialized transportation needs, demonstrated and anticipated use of project equipment, maintenance of any vehicles granted during prior cycles, capacity to financially and administratively manage transportation projects, regional coordination efforts, ability to meet federal and state program requirements, and funding availability.

If your request is for new service, the application must demonstrate a recognizable effort to create all necessary documentation as if it were for existing service. Reasonable estimates may be used for preliminary figures regarding materials such as planned hours of operation, budgets, etc. Please understand that estimates presented on this application will be used as performance benchmarks in future Sec. 5310 program reviews.

Acknowledgement of receipt ensures the Department's review of your application, though it does not ensure approval of the project. The Department considers that the submission represents the applicant's intent to undertake or continue the proposed transportation project promptly, with the receipt of the approved vehicle.

Additional Guidance

If you have any questions or need additional information, contact

Mike Healy Section Chief - CVP Phone: 312-793-2184 E-mail: mike.healy@illinois.gov Or attend a 2016 CVP Application Informational Meeting (see next section)

E. 2017 CVP Application Informational Meeting

Through the Consolidated Vehicle Procurement (CVP) Program, the Illinois Department of Transportation makes grants to municipalities, mass transit districts, counties, and private or non-profit organizations for ramp and lift equipped paratransit vehicles. Funding for these grants comes from various sources, including Federal Transit Administrations (FTA) Sections 5310, 5311, and 5339 funding programs, as well as State sources.

IDOT will hold two non-mandatory but very helpful informational meetings to help you prepare an application. One will be held in Springfield and one in Chicago. We strongly encourage attending this meeting to learn more about recent changes to the CVP application review and scoring process, as well as answer any questions unique to your agency. Even if you are a former applicant, there are new updates to the application. Each session will last approximately two and a half hours. Please attend the session more convenient for you.

When and Where:

CHICAGO

April 25, 2017 10 a.m.

69 W. Washington Suite 2100

Chicago, IL 60602

SPRINGFIELD

April 18, 2017 10 a.m.

Springfield Mass Transit District 928 S. 9th St

Springfield, IL 62703

Click Here to RSVP

or RSVP TO

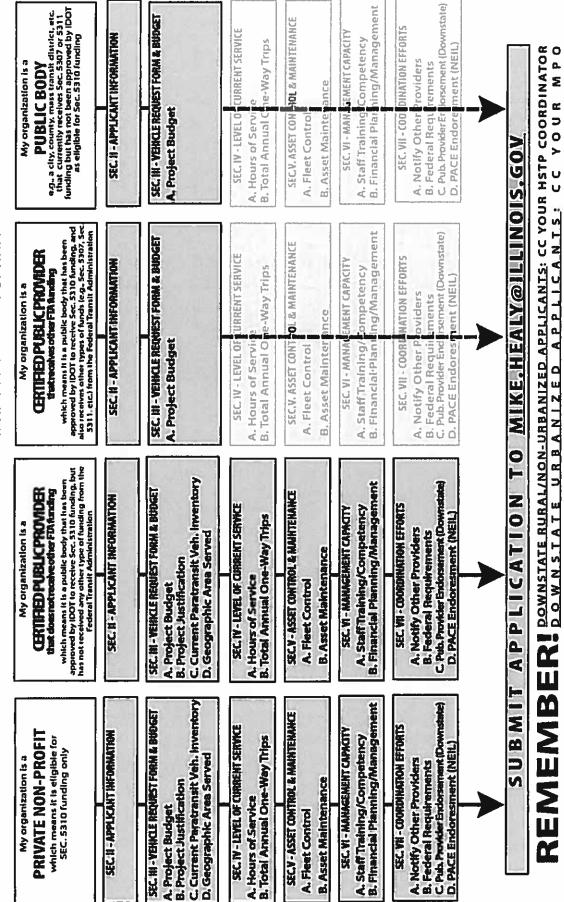
Mike Healy Section Chief - CVP Phone: 312-793-2184 E-mail: mike he aly@illinois.gov

F. A Note on EXPANSION or NEW Service

Many portions of this application inquire about current vehicle fleet and programs. For those proposing expanded or new service(s), we are aware that several documents, or data may not exist. For the purposes of this application please provide qualified estimates/projections for new or expanded service(s). This data will then be used as a benchmark for your agency in future program evaluation efforts.

APPLICATION ECESSARY SECTIONS FOR EACH TYPE OF APPLICANT CVP 20 THE BRIEF GUIDE TO

4



Section II. Applicant Information

Date Submitted

5/31/2017

Applicant Information				
Legal Name				
Champaign County				
Mailing Address		County/Counties Served		
1776 East Washington Stre	eet, Urbana, 1 161802	Champaign		
Contact Name		Title		
Zoe Keller		PCOM		
Phone	Fax	E-mail		
(217) 531-8285	(217) 328-2426	zkeller@ccrpc.org		
HSTP Region and/or Urbanized A	Area (see Appendix E)			
HSTP Region 8				
Federal Tax ID number (FEIN)		DUNS Number		
37-6006910		097322861		
	o the Table in Part I, A) ODY (NO OTHER FTA FUNDS) ODY (RECEIVES OTHER FTA FI	UNDS)		
For Vehicle Information/ Is	ssues			
Contact Name		Title		
DewBargmann		Special Services Manager		

		Opecial Octates Manager	
Phone	Fax	E-mail	
(217) 384-8188	(217) 384-8215	dbargmann@cumtd.com	

All Applicants Must Answer These Questions

Does A Minority Group Manage Your Organization Or Is Operation Minority Based?

🗌 Yes 🛛 No

Does Your Agency Provide Service To Minorities?

🛛 Yes 🗌 No

Does Your Application Have The Support Of Your Local Public Transportation Provider?*

Yes No N/A

*For a searchable map & database of Illinois public transportation providers, please visit the following website the Illinois Statewide Public Transportation Plan: <u>http://ilpublictransportation businesscatalyst.com/map_transit.htm</u>

By this application, it is the intent of	Champaign County	to request vehicle(s) through the State of
Illinois' Consolidated Vehicle Procure	ment (CVP) program; and will meet all applicable s	tate, federal and local acceptance, application and
maintenance requirements. I certify	that the information and statements provided in this	application, and all supporting documents are
correct and complete.		

Signature of Authorized Representative(As authoriz	Date	
Print name of Authorized Official	Title	
Rick Snider	County Administrator	

Section III. Vehicle Request Form & Budget (to be completed by all applicants)

Example

		CVP Vale	des (Requested		Information on Vehicles for			r Which Replacement is Requested		
		Vehicle Typ Requested		Purpose for Request		Vehicle Type	Vehicle Year	Mileage	Vin	CVP Contract Number	
-	1	MDL	3	Replacement	⊡	MOL	2005	187,000	2P4GP24B1VR220936	588	
=	2	LDL.	3	Expansion	Ξ	LDL					

Please fill out the below table to register your 2016 CVP vehicle request. (Double-click the table to access)

	CVP Vehicles Requested			Information on Vehicles for Which Replacement is Requested				
	Vehicle Vehicle Type Priority Requested*		Purpose for Request	Vehicle Type		Mileage	Vin	CVP Contract Number
	1	MDŁ	Replacement	MDL	2016	9,887	1FDFE4FS8GDC04250	4490
-								

Add Row

*Requested Vehicle Types and Descriptions (See DPIT CVP 10; Consolidated Vehicle Procurement Catalog)

MV - Mini-Van w/ramp (2 wheelchairs/5 passengers)

LDL - Light Duty Paratransit w/lift (3 wheelchairs/ 12 passengers)

MDL - Medium Duty Paratransit w/lift (5 wheelchairs/ 14 passengers)

SMD - Super Medium Duty Paratransit w/lift (5 wheelchairs/ 26 passengers)

Requires extensive justification. Drivers must have CDL

Vehicle Replacement Criteria

To be eligible for replacement, current vehicle must meet either Criteria 1 or Criteria 2 at time of application.

Туре	Criteria 1	-	Criteria 2
Autos/Mini-Vans/Raised-Roof Vans	95,000 Miles	OR	5 yrs, in documented unsafe & poor operating condition
Light Duty Paratransit Vehicle	100,000 Miles	OR	7 yrs, in documented unsafe & poor operating condition
Medium Duty Paratransit/School Bus	120,000 Miles	OR	8 yrs, in documented unsafe & poor operating condition
Super Medium Duty Paratransit Vehicle (>16 passenger)	180,000 Miles	OR	9 yrs, in documented unsafe & poor operating condition
Heavy Duty Transit Vehicle (>30 pass)	280,000 Miles	OR	10 yrs, in documented unsafe & poor operating condition

If vehicle is eligible for replacement under Criteria 2, please provide documentation supporting reason(s) why the vehicle is in unsafe or poor condition, e.g., photos, receipts, repair estimates, etc. If a vehicle needing replacement did not reach the appropriate mileage criteria before becoming unsafe and/or inoperable, please provide a brief explanation as to why.

This vehicle was involved in an accident December 14, 2016 and deemed a total loss by State Farm based on the repair estimate from Midwest Transit. Included with this application are the repair estimate (Exhibit A), the explanation of the repair estimate (Exhibit B), an estimated value from Midwest Transit (Exhibit C), and photos of the vehicle (Exhibit D). The at-fault driver's insurance coverage maxed out at \$25,000 and the PCOM has been in contact with IDOT regarding the necessary course of action for recovery of funds.

A. Project Budget (to be completed by all applicants)

Example

7

		Multipet of	AGUICIES REC	000000			
Vehicle Type	Passengers	Replacement	Expansion	New Service	Total Units	Unit Costs	Totals Costs
Minivan	6	1			1	\$ 41,000	\$41,000
Light Duty	12		2		2	\$ 57,000	\$114,000
Medium Duty	14			3	3	\$ 63,000	\$189,000
Super-Medium Duty	26					\$ 100,000	\$0
Total 2016 CVP	Request	1	2	3	6		\$344,000

Number of Vehicles Requested

Please enter your vehicle requests into the blank/white cells below and make note of your 2016 CVP budget request (Double-click the table to access.

Mumber of Mehteles D.

		Number of	Vehicles Rec	uested			
Vehicle Type	Passengers	Replacement	Expansion	New Service	Total Units	Unit Costs	Totals Costs
Minivan	6					\$ 41,000	\$0
Light Duty	12					\$ 57,000	\$0
Medium Duty	14	1			1	\$ 63,000	\$63,000
Super-Medium Duty	26					\$ 100,000	\$0
Total 2016 CVP	Request	1			1		\$63,000

B. Project Justification (To Be Completed By Private Non-Profit Applicants Only)

Please provide a brief defense of your proposal. Make sure to address the following topics:

- Describe the transportation program and needs of individuals in your current/proposed service area.
 - If you are proposing new or expanded service, identify how these needs are currently not being met.
- Explain how the current transportation program will change if this grant is not approved.
- > Describe how transportation services support, buttress, and enable your agency's overall mission.

RESOLUTION NO.

RESOLUTION APPROPRIATING \$700,000 FROM COUNTY BRIDGE FUNDS FOR THE REPLACEMENT OF STRUCTURE #010-4123 ON COUNTY HIGHWAY #11 SECTION #17-00041-00-BR

WHEREAS, Structure #010-4123 on County Highway 11 located between Sections 27 & 34 in Rantoul Township is in need of replacement; and

WHEREAS, To insure the safety of the traveling public, it is necessary that said bridge be replaced; and

WHEREAS, The Highway and Transportation Committee recommends that funds be appropriated from the County Bridge Fund for replacement of this structure; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Seven Hundred Thousand Dollars (\$700,000.00) from County Bridge Funds for this bridge replacement.

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of June A.D., 2017.

C. Pius Weibel, Chair County Board of the County of Champaign, Illinois

ATTEST:

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

Prepared by: Jeff Blue County Engineer



Structure 010-4123

RESOLUTION NO.

RESOLUTION APPROPRIATING \$700,000 FROM COUNTY BRIDGE FUNDS FOR THE REPLACEMENT OF STRUCTURE #010-4124 ON COUNTY HIGHWAY #11 SECTION #17-00042-00-BR

WHEREAS, Structure #010-4124 on County Highway 11 located between Sections 25 & 36 in Rantoul Township is in need of replacement; and

WHEREAS, To insure the safety of the traveling public, it is necessary that said bridge be replaced; and

WHEREAS, The Highway and Transportation Committee recommends that funds be appropriated from the County Bridge Fund for replacement of this structure; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the Committee.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Seven Hundred Thousand Dollars (\$700,000.00) from County Bridge Funds for this bridge replacement.

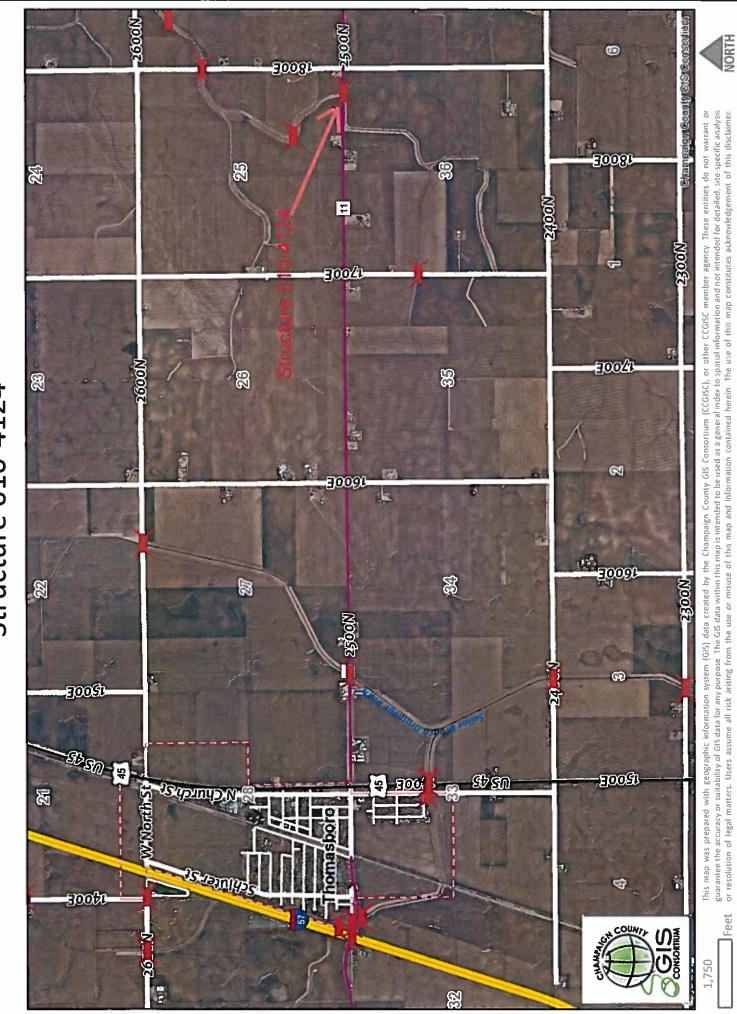
PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of June A.D., 2017.

C. Pius Weibel, Chair County Board of the County of Champaign, Illinois

ATTEST:

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

Prepared by: Jeff Blue County Engineer



Structure 010-4124



April 6, 2017

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

Subject:Champaign County Pavement Management System Update—2017-21Maintenance and Rehabilitation Plan.ARA Project No. 002351

Dear Mr. Blue:

Applied Research Associates, Inc. (ARA) appreciates the opportunity to submit to Champaign County your annual Pavement Management System (PMS) update, including the 2017-21 maintenance and rehabilitation plan.

It has been a pleasure providing pavement management services to Champaign County and we look forward to our continued relationship.

Sincerely,

Douglas A. Steele, P.E. Senior Engineer

huldald

William R. Vavrik, Ph.D., P.E. Vice President and Principal Engineer

Attachment

cc: Joe Stefanski, ARA

REPORT

Champaign County Pavement Management System 2017-21 Maintenance and Rehabilitation Plan

Prepared for:

Champaign County Highway Department

1605 E. Main St. Urbana, IL 61802 Tel. (217) 384-3800

Prepared by: **Applied Research Associates, Inc. Transportation Sector** 100 Trade Centre Dr., Suite 200 Champaign, IL 61820 Tel. (217) 356-4500

April 6, 2017



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BACKGROUND

The Champaign County Highway Department's pavement management system (PMS) objectively evaluates, assesses, and manages approximately 400 lane-miles of County-maintained roads in Champaign County. Applied Research Associates, Inc. (ARA) implemented and manages the PMS through a multiyear contract with the County. In addition to providing an objective means of evaluating roadway conditions and optimizing limited construction funds, the County's PMS has served as a resource for addressing other issues, including preparing for the impact of new enterprises such as windfarms that may affect County roads, selecting suitable candidates for additional funding sources when they become available, and providing construction history and condition data for project-level design purposes.

This report summarizes the 2017-21 update to the County's five-year maintenance and rehabilitation plan and long-term pavement condition forecast. ARA performed this analysis using previously collected pavement condition data and updated construction history information provided by the County. ARA will update this plan using a new round of field data collection in 2017.



Figure 1. Champaign County's PMS optimizes the expenditure of construction funds over the long-term by choosing the most appropriate treatment and timing for road improvements, such as the resurfacing on County Highway 23 planned for 2017.



UPDATED RECORDS

The County Highway Department completed the following construction and maintenance activities in 2016.

Past Year Maintenance and Rehabilitation Projects

The County performed chip sealing on three roads:

- CH 11 from U.S. 45 to Gifford
- CH 17 tom 1 mile south of Ivesdale to U.S. 45 (excluding Sadorus)
- CH 18 from Piatt County line to U.S. 57

No resurfacing projects were performed, due to funding restrictions.

Funding Updates

Construction funding has been restored, including a larger than normal 2018 construction budget.



PAVEMENT CONDITION

The County's PMS uses the Pavement Condition Index (PCI) to characterize pavement condition and for selection of the optimal treatment and timing of improvements. In 2015 we performed this condition survey using an automated digital survey vehicle (DSV) that collected images on 100 percent of Champaign County's highway network. For the current analysis, ARA projected pavement deterioration based on the prediction curve in figure 2, which has been updated to include data from previous years' surveys. In general, new or resurfaced roads begin at a PCI of 100 and deteriorate over time at a rate similar to the curve, with a typical AC overlay life of 17 years.

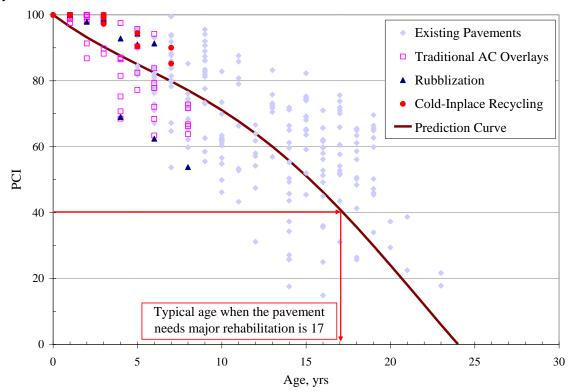


Figure 2. AC overlay deterioration curve developed based on Champaign County data.

Figure 3 shows the spatial distribution of PCI values by section. The distribution based on lane mileage by rating is:

- Very Good (100 to 80) = 49.2 percent
- Good (< 80 to 60) = 27.1 percent
- Fair (<60 to 40) = 20.3 percent
- Poor (<40 to 20) = 2.7 percent
- Very Poor (<20 to 0) = 0.7 percent

The projected end of year 2016 overall network PCI value was 75.3, corresponding to a good condition rating.



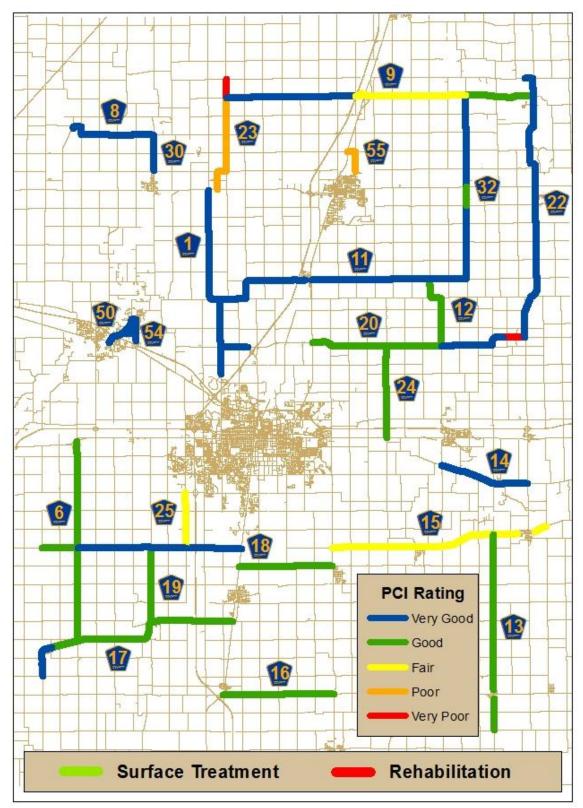


Figure 3. 2016 PCI ratings (end of year projection).



PMS UPDATE

ARA updated Champaign County's RoadCare PMS database with 2016 maintenance and construction projects and performed a 10-year simulation of pavement deterioration and improvements to determine the projects to include in the 2017-21 maintenance and rehabilitation (M&R) plan. The analysis used the following information as inputs.

Unit Costs for Treatments

Champaign County provided estimated unit cost data for typical work activities, such as placing chip seals, AC milling, and placing AC overlays. From this, ARA determined typical unit costs for each M&R alternative listed in the treatment matrix. The County provided costs on a per lane-mile basis and we subsequently converted to units of cost per square yard. Table 1 presents the estimated unit costs.

10

Activity Description	Budget Category	Unit Cost (\$/sy)	Unit Cost (\$/cl-mi) ^a
Crack Sealing	Maintenance	\$ 0.98	\$ 13,798
Distress Repair & Crack Seal	Maintenance	\$ 1.54	\$ 21,683
Chip (slag) Sealing	Maintenance	\$ 1.99	\$ 28,019
2" HIR and Chip Seal Surface	Maintenance	\$ 4.50	\$ 63,360
2" Mill and 2" AC Overlay	Construction	\$ 13.50	\$ 190,080
2" Mill and 3" AC Overlay	Construction	\$ 19.20	\$ 270,336
4" CIR and 1.5" AC Overlay	Construction	\$ 19.20	\$ 270,336
4" CIR and 3" AC Overlay	Construction	\$ 22.70	\$ 319,616
Reconstruction and 3" AC	Construction	\$ 24.16	\$ 340,173
Reconstruction and 4" AC	Construction	\$ 29.71	\$ 418,317

^a Based on two 12-ft lanes.

Treatment Matrix

Figure 4 shows the Champaign County treatment matrix. In general, the PCI value determines the required depth of AC milling (i.e., the worse the condition, the greater the depth of milling), while the RWD deflection determines the required net increase in AC thickness, if any. If deflection currently is adequate for the given traffic level, a mill and overlay of the same thickness is sufficient. If the pavement is lacking in structural capacity, as indicated by a medium or high deflection, the matrix recommends either increasing the AC thickness or performing cold-inplace recycling (CIR) with an AC overlay.

The matrix also distinguishes between high- and low-traffic roads, recommending less extensive treatments for low-volume roads relative to high-traffic roads in the same condition. This is because low-traffic roads can tolerate less-extensive treatments than those with high truck traffic.



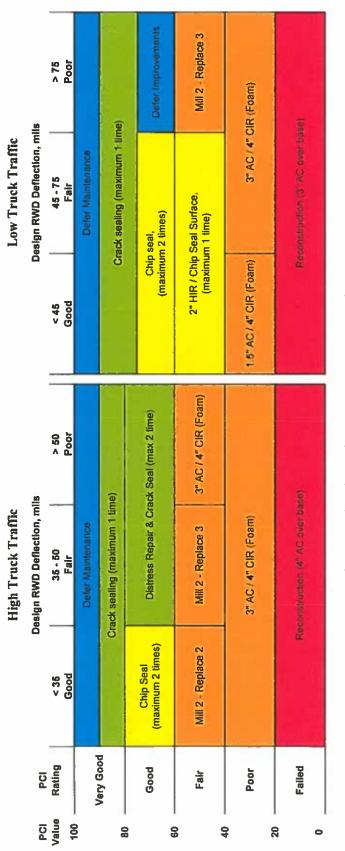


Figure 4. The Champaign County treatment matrix.

**Beginning in 2012, all roads rehabilitated with a new AC surface will be crack sealed every year beginning in the third year after construction and chip sealed in the fifth year after construction.



FIVE-YEAR M&R PLAN AND CONDITION FORECAST

Maintenance and Rehabilitation Plan

ARA updated the maintenance and rehabilitation plan for 2017-21 by simulating pavement deterioration and improvements in RoadCare over a 10-year period. RoadCare simulates deterioration of each road section based on the performance curve determined specifically for Champaign County roads and increases conditions accordingly for any roads receiving a maintenance or construction treatment during the simulation period. RoadCare selects projects with the highest benefit-to-cost ratio that are feasible within the allocated budget. If money remains in the budget at the end of the year, this amount is rolled into the next year's budget. Additional anticipated funding from sources other than State MFT funds (such as Federal STR or State HSIP funds) are added to the annual \$2,500,000 MFT construction and maintenance fund. ARA and the County Engineer finalized the maintenance and rehabilitation program based on practical considerations, such as spatial distribution of selected projects.

Table 2 presents the proposed 5-year plan. Figure 5 presents the rehabilitation and surface treatment projects for all five years. The main rehabilitation and reconstruction projects over the next five years include:

- Major rehabilitation of CH 23 in 2017.
- Major rehabilitation of CH 13 and CH 16 in 2018.
- Rehabilitation of portions of CH 9, 15, and 25 in 2019.
- Rehabilitation of portions of CH 9, 15, and 18 in 2020.
- Rehabilitation of portions of CH 9 and rehabilitation of CH 12 in 2021.

Table 3 presents the expected pavement expenditures for the next 5 years, based on the RoadCare simulation results. The 2017 and 2018 construction budgets have been increased based on input from the County Engineer.



Year	Route	Begin MP	End MP	Activity	Cost
	CR23	0	6.49	4" CIR & 3" ACOL	\$2,600,000
2017	CR22	0	8.52	Chip Seal	\$199,006
	CR09	13.31	17.06	Chip Seal	\$96,393
	CR20	5.69	8.79	Distress Repair & Crack Seal	\$61,616
	CR16 0 6.13 4" CIR & 3" ACOL		\$2,600,000		
CR13		0	10.8	2" Mill & 2" ACOL	\$1,600,000
2019	CR06	5.12	10.99	Chip Seal	\$150,663
2018	CR24	0	1.99	Chip Seal	\$51,060
	CR20	8.79	12.87	Distress Repair & Crack Seal	\$81,134
	CR32	3.96	4.97	Hot-Inplace Recycling	\$61,387
	CR09	8.1	10.28	4" CIR & 3" ACOL	\$638,992
	CR15	0	4.5	2" Mill & 2" ACOL	\$854,979
2010	CR15	11.34	12.1	4" CIR & 1.5" ACOL	\$205,455
2019	CR25	2.03	3.04	2" Mill & 2" ACOL	\$191,410
	CR09	0	7.12	Chip Seal	\$182,897
	CR17	1.97	12.64	Chip Seal	\$299,048
	CR09	7.12	8.1	4" CIR & 1.5" ACOL	\$263,307
	CR15	4.5	5.04	4" CIR & 3" ACOL	\$173,871
	CR18	0	1.96	2" Mill & 3" ACOL	\$529,588
2020	CR18	11.97	17.12	2" Mill & 2" ACOL	\$979,672
	CR17	0	1.97	Chip Seal	\$45,974
	CR18	1.96	7.94	Chip Seal	\$167,498
	CR20	8.79	16.63	Distress Repair & Crack Seal	\$159,287
	CR09	10.28	13.31	4" CIR & 3" ACOL	\$887,733
	CR12	0	4.17	4" CIR & 1.5" ACOL	\$1,033,600
2021	CR09	13.31	17.06	Chip Seal	\$96,393
	CR11	6.02	14.63	Chip Seal	\$230,978
	CR54	0	0.7	Chip Seal	\$19,613

Table 2. Detailed work activities for 2017 to 2021.

Table 3. Projected expenditures for 2017 to 2021.

Budget Source	2017	2018	2019	2020	2021
Maintenance	\$458,946	\$475,976	\$493,455	\$478,287	\$427,878
Construction	\$2,600,000	\$4,200,000	\$1,890,838	\$1,946,439	\$1,921,340
Total	\$3,058,946	\$4,675,976	\$2,384,293	\$2,424,726	\$2,349,218



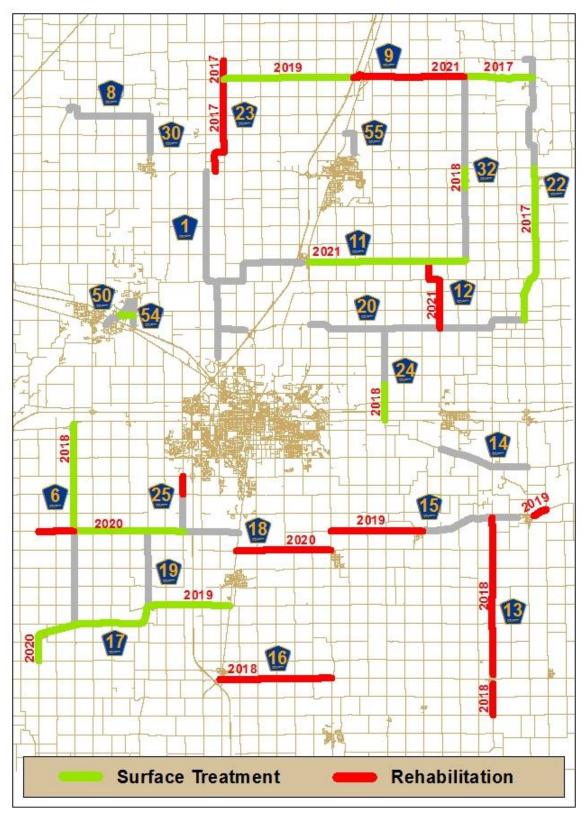


Figure 5. Rehabilitation and surface treatment plan, 2017 to 2021 (event year shown in red).



10-Year Network Condition Forecast

Figure 6 presents the RoadCare pavement condition simulation results for the next 10 years. The chart shows the predicted percentage of lane mileage in each rating category (e.g., very good, good, fair, poor, and very poor) and the predicted average network PCI. The simulation predicts that the network PCI value will remain stable over the next 10 years, averaging 77.6 (i.e., good), while the percentage of pavements in good condition will increase, with a corresponding decrease in the number of pavements in fair and poor condition.

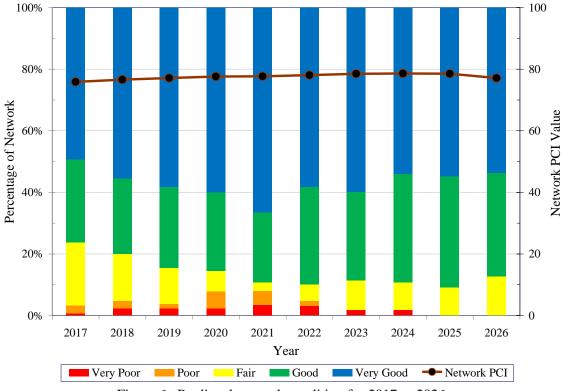


Figure 6. Predicted network condition for 2017 to 2026.

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	County: Champaign	Date: 5/22/2017	2/2017	-		Name of Bidder: Big O Services	Big O Services		Newell Construction	uo	ن ن	Stark Excavatino	
Local	Local Agency: CH 11	Time:			PA	Address of Bidder: 1013 Titton Rd/PO Box 793	1013 Tilton Rd/PO	Box 793	PO Box 1097		2	220 Witbur Ave	
	Section: 10-35 B-5	Appropriation:					Danville, IL 61834-0793	-0793	Danville, JL 61834-1097	4-1097	C	Champaign, IL 61822	2
	Estimate:												
					Prop	Proposal Guarantee:							
Attended By:	ed By:					Terms:							
					Approved Engir	oved Engineer's Estimate							
Item No.	o. Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	lai	Unit Price	Total
	1 Removal of Existing Structures		Each	1.00			54,000.00	\$ 54,000.00	0 18,000.00	5	18,000.00	15,500.00 \$	15,500.00
	2 Reinforcement Bars		Pound	4,160.00			3.75	\$ 15,600.00	0 2.80	5	11,648.00	1.55 5	6,448.00
	3 Reinforcement Bars, Epoxy Coated		Pound	1,230.00			4.00	\$ 4,920.00	0 4.20	5	5,166.00	2.00 5	2,460.00
	4 Concrete Box Culverts		CU YD	36.10			2,000.00	\$ 72,200.00	0 1,500.00	5	54,150.00	1,850.00 \$	66,785.00
	5 Sheet Piling		SOFT	1,890.00			29,10	\$ 54,999.00	0 47.50	S	89,775.00	38.50 \$	72,765.00
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