



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

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MINUTES – SUBJECT TO REVIEW AND APPROVAL

DATE: Friday, May 10, 2019
TIME: 9:00 a.m.
PLACE: Highway Building Conference Room
1605 East Main, Urbana, IL

Committee Members

- Present:** Lorraine Cowart (Chair), Brad Clemmons (Vice-Chair), John Clifford, Jim McGuire, Giraldo Rosales, Chris Stohr
 - Absent:** Pranjal Vachaspati
 - County Staff:** Jeff Blue (County Engineer), Michelle Carter (Recording Secretary)
 - Others Present:** Aaron Esry (County Board Member)
-

MINUTES

- I. Call to Order**
Committee Chair Cowart called the meeting to order at 9:02 a.m.
- II. Roll Call**
A verbal roll call was taken and a quorum was declared present.
- III. Approval of Agenda/Addendum**
MOTION by Mr. Rosales to approve the agenda; seconded by Mr. McGuire.
Upon vote, the **MOTION CARRIED unanimously.**
- IV. Approval of Minutes – April 5, 2019**
MOTION by Mr. Clemmons to approve the minutes of the April 5, 2019 meeting; seconded by Mr. Rosales.
Upon vote, the **MOTION CARRIED unanimously.**
- V. Public Participation**
None
- VI. Communications**
None
- VII. County & Township Motor Fuel Tax Claims – April 2019**
MOTION by Mr. Rosales to receive and place on file the County and Township Motor Fuel Tax Claims for April 2019; seconded by Mr. McGuire.
Upon vote, the **MOTION CARRIED unanimously.**

Mr. Blue discussed a culvert located between sections 15 & 24 in Rantoul Township that is in poor condition and needs to be replaced. Mr. Blue provided pictures displaying the rusting of the bottom of the culvert. Mr. Blue stated the cost of replacing the culvert is estimated to be \$27,500.00. The cost of the replacement will be split between Rantoul Township and Champaign County.
- VIII. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund, Rantoul Township, #19-20072-00-BR**

52 **MOTION** by Mr. Stohr to approve the resolution; seconded by Mr. McGuire.

53 Upon vote, the **MOTION CARRIED unanimously**.

54

55 Next, Mr. Blue discussed a culvert located between sections 4 & 5 in Raymond Township that is in poor
56 condition. Mr. Blue stated the cost of replacing the culvert is estimated to be \$18,500.00. The cost of the
57 replacement will be split between Raymond Township and Champaign County.

58

59 **IX. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund,
60 Raymond Township, #19-21073-00-BR**

61 **MOTION** by Mr. McGuire to approve the resolution; seconded by Mr. Clemmons.

62 Upon vote, the **MOTION CARRIED unanimously**.

63

64 Mr. Blue discussed a culvert located between sections 25 & 26 in Compromise Township that needs to be
65 replaced. The cost of replacing the culvert is estimated to be \$11,200.00. The cost of the replacement
66 will be split between Compromise Township and Champaign County.

67

68 **X. Petition Requesting and Resolution Approving Appropriation of Funds from the County Bridge Fund,
69 Compromise Township, #19-06076-00-BR**

70 **MOTION** by Mr. Clemmons to approve the resolution; seconded by Mr. Stohr.

71 Upon vote, the **MOTION CARRIED unanimously**

72

73 Mr. Blue reviewed the bid tab for the bridge replacement on County Highway 15 near Homer. He stated
74 two bids were received with the low bid of \$617,400.75 from Stark Excavating. The low bid was around
75 \$50,000.00 higher than the engineer estimate. Mr. Blue said this was mostly due to the price increase of
76 concrete. Mr. Blue recommended awarding the contract to Stark Excavating.

77

78 **XI. Resolution Awarding of Contract for the Replacement of a Bridge Located on County Road 15, Section
79 #18-00062-00-BR**

80 **MOTION** by Mr. McGuire to approve the resolution; seconded by Mr. Stohr.

81 Upon vote, the **MOTION CARRIED unanimously**

82

83 Mr. Blue said he thinks the reason Champaign County only received two bids for the bridge projects is that
84 contractors are doing bridge work for the State of Illinois. The committee discussed the increase in Motor
85 Fuel Tax. Mr. Blue said there is a significant amount of support for roads and bridges. He thinks the Motor
86 Fuel Tax will be increased and the tax increase will be indexed based on the construction rate.

87

88 After reviewing the bid tab for the bridge replacement on County Highway 18, Mr. Blue recommended
89 awarding the contract to the low bidder, Stark Excavating at \$1,156,885.17.

90

91 **XII. Resolution Awarding of Contract for the Replacement of a Bridge Located on County Road 18, Section
92 #18-00060-00-BR**

93 **MOTION** by Mr. McGuire to approve the resolution; seconded by Mr. Clemmons.

94 Upon vote, the **MOTION CARRIED unanimously**

95

96 **XIII. Other Business**

97 Mr. Blue informed the committee he was re-elected as the North-Central Vice President for NACE for
98 two more years.

99

100 **XIV. Chair's Report**

101 None

102

XV. Designation of Items to be Placed on Consent Agenda

103 Ms. Cowart stated that items VIII thru XII be placed on the consent agenda.

104 **XVI. Adjournment**

105 There being no further business, Ms. Cowart adjourned the meeting at 9:29 am.

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

FY19 Total New C-CARTS Riders = 219

Figures in the table below are the number of new registered riders over the last completed fiscal year, based on their provided home address.

Rural Demand Zone Communities		FY19 Start	1 st Quarter	2 nd Quarter*	3 rd Quarter	4 th Quarter	FY19 New Riders	Total Riders End FY19
DRZ1	Dewey	12	0		0	2	2	14
	Fisher	24	2		0	0	2	26
	Foosland	2	0		0	0	0	2
	Gifford	21	0		0	1	1	23
	Ludlow	28	0		0	0	0	28
	Penfield	14	0		0	0	0	14
	Rantoul	1,720	32		59	76	167	1,887
	Thomasboro	35	1		0	1	2	37
DRZ2	Allerton	2	0		0	0	0	2
	Broadlands	1	0		0	0	0	1
	Homer	21	0		0	0	0	21
	Longview	3	0		0	1	1	5
	Ogden	4	0		0	0	0	4
	Philo	9	0		0	0	0	9
	Royal	0	0		0	0	0	0
	Saint Joseph	55	0		0	2	2	59
	Sidney	12	0		0	2	2	16
DRZ3	Ivesdale	1	0		0	0	0	1
	Pesotum	7	1		1	0	2	9
	Sadorus	3	0		0	0	0	3
	Tolono	56	0		1	0	1	58
DRZ4	Mahomet	114	2		0	3	5	122
	Seymour	6	0		0	0	0	6
	Bondville	1	0		0	0	0	1
MTD District	Champaign	254	5		5	7	17	271
	Savoy	9	0		0	0	0	9
	Urbana	352	2		5	6	13	365
Outside County Riders		42	1		0	1	2	44
Registered Riders		2,818	46	n/a*	71	102	219	3,037

Notes on Residency of Riders:

- Residency is based on the zip code of the home address provided by the rider.
- Outside County Registered Riders – These registered riders’ home addresses are outside of the county, but at some point they traveled within Champaign County.

*Quarter 2 data unavailable due to issues with new ITS software.



July 1, 2019

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

Subject: **Proposal for Multiyear Pavement Management Services for Champaign County – 2019 to 2023.**

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Steele".

Douglas A. Steele, P.E.
Senior Engineer

A handwritten signature in blue ink, appearing to read "W. Vavrik".

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

1 PROJECT UNDERSTANDING

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

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

2 SCOPE OF SERVICES

ARA proposes the following scope of work, consistent with our current PMS services for Champaign County. Assuming a 2019 start year, ARA would perform the full scope of work, including field data collection, in 2019, 2021, and 2023. ARA will update the PMS and generate annual M&R plans in the non-data collection years, 2020 and 2022, using recently completed maintenance and construction information provided by the County. ARA plans to meet the project objectives with the following tasks:

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

The following sections describe the detailed project scope.

2.1 TASK 1. RECORDS REVIEW UPDATE

ARA will correspond with Champaign County personnel each year to review the maintenance and construction projects that took place in the previous year. ARA will meet with the County to discuss long-range plans, current needs, and to provide any updated information used in PMS analysis, such as unit cost data or funding.

2.2 TASK 2. DIGITAL IMAGE AND LASER-BASED DATA COLLECTION (BIANNUAL)

ARA uses an automated Digital Survey Vehicle (DSV) equipped with multiple digital cameras and laser-based sensors to capture high-resolution images of the pavement and roadside assets, such as signs. Figure 1 shows the DSV, which operates at normal highway speeds and does not require lane closures or traffic control. The DSV captures images at 20-ft intervals and each image is linearly referenced with the DSV's onboard distance measuring instrument (DMI)



and associated GPS coordinates. ARA collects images in both directions on Champaign County's roads for a total of approximately 400 lane-miles of data collection. The DSV typically completes testing in 2 to 3 days for Champaign County's network. Figure 2 shows a sample image taken from a previous Champaign County survey.



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

The DSV also measures pavement roughness using a laser profiler mounted on the van's front bumper. The raw data is used to calculate the International Roughness Index (IRI) of each roadway. Our profiler is a two-laser system (one laser in each vehicle wheel path) that meets Class I profile measurement criteria, as defined by ASTM standard E-950. It collects data at 1-in intervals and provides average IRI values at 0.1-mi intervals. The laser profiler also measures pavement rutting in the vehicle wheel paths using a five-laser system.



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

2.3 TASK 3. RWD STRUCTURAL TESTING (BIANNUAL)

The RWD is an innovative testing device developed jointly by ARA under funding from the Federal Highway Administration (FHWA). Its purpose is to measure the pavement's structural response due to an 18-kip single axle truck load; thereby, providing a measure of overall pavement structural capacity. It consists of two high-resolution, high-speed cameras and custom LED flashes placed beneath the bed of a custom-built semi-trailer. One camera measures the undeflected area in front of the semi-trailer axle, while the other camera measures the deflected pavement area around the RWD's wheel load. The RWD has the benefit of making continuous deflection measurements at normal highway speeds and does not require lane closures or interrupt traffic flow. Figure 3 shows the RWD device.



Figure 3. ARA performs structural testing with the RWD.

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

2.4 TASK 4. PCI CONDITION INDEX RATING (BIANNUAL)

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

2.5 TASK 5. PMS DATA UPLOAD AND QUALITY CHECK

Following data collection and processing, ARA will organize all data into the appropriate tables for upload to ARA's RoadCare PMS software. This includes PCI, IRI, and RWD data, as well as updated construction history, cost, and traffic information. Once uploaded, ARA will run a series

of quality checks to ensure data completeness and validity. Champaign County's highway network has already been subdivided into uniform sections based on road, pavement type, construction history, and traffic, as shown in figure 4. The raw data in RoadCare will be aggregated on this section basis for use in the PMS analysis.

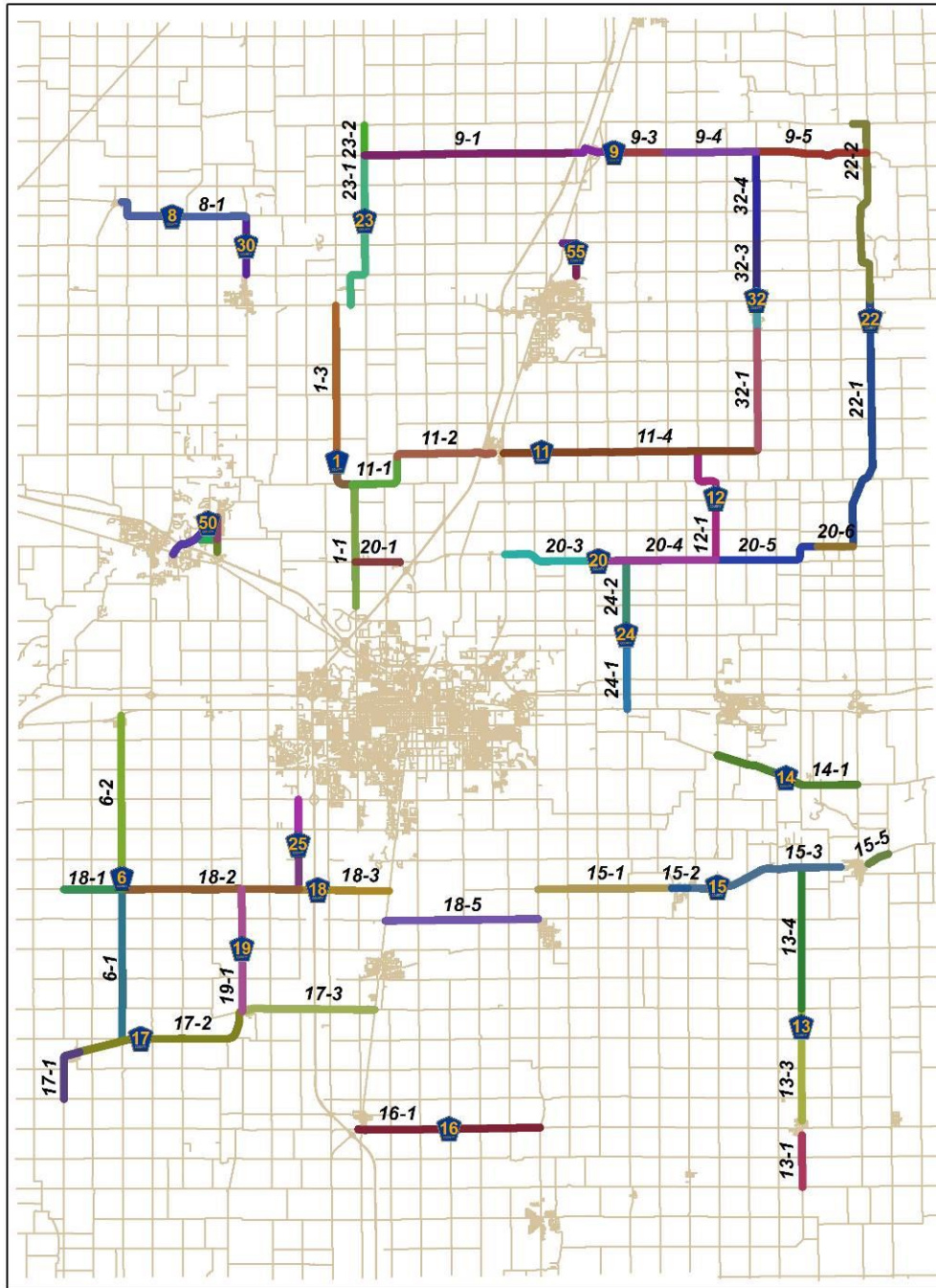


Figure 4. Champaign County PMS analysis sections based on road, pavement type, construction history, and traffic.

2.6 TASK 6. PMS ANALYSIS, INCLUDING FIVE-YEAR M&R PLAN

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

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

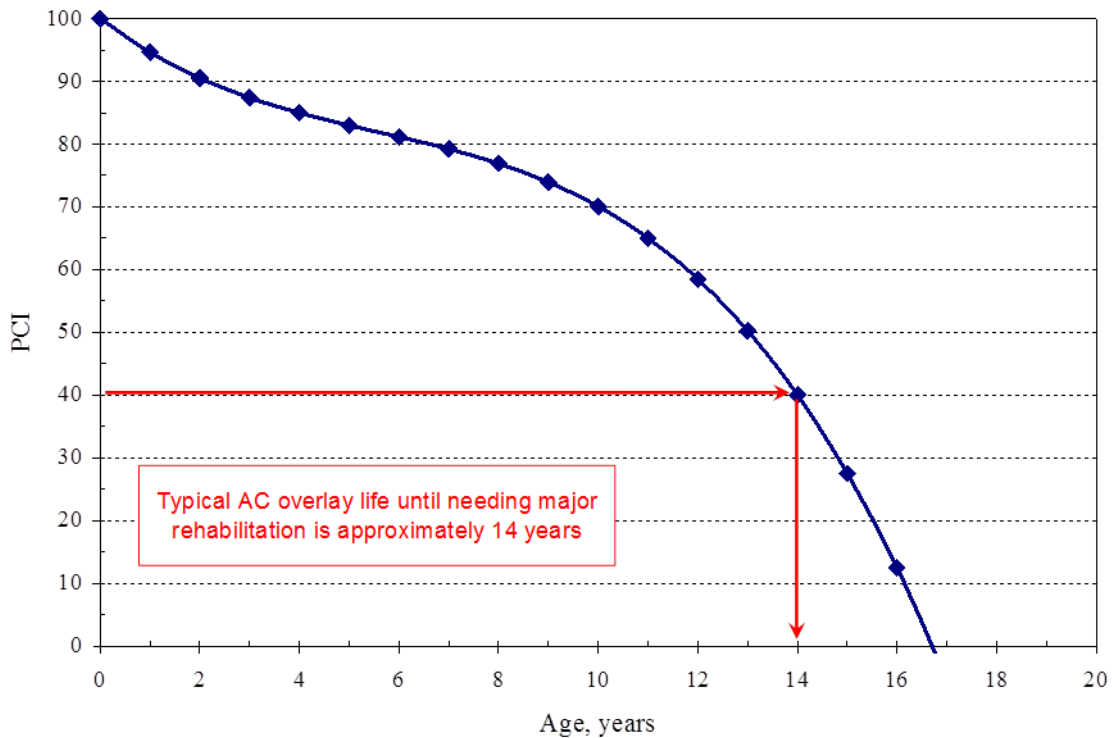


Figure 5. AC overlay deterioration curve based on Champaign County data.

Facility: All		Advanced Search:										
FACILITY	SECTION	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
CR01	0-4.109(North)	-	Chip Seal	-	-	-	-	-	-	Chip Seal	-	-
CR01	4.109-4.943(South)	-	Chip Seal	-	-	-	-	-	-	Chip Seal	-	-
CR01	4.943-10.797(So...	-	Chip Seal	-	-	-	-	-	-	Chip Seal	-	-
CR06	0-5.123(South)	-	-	-	-	-	-	Crack Seal	-	-	-	-
CR06	5.123-10.989(So...	-	-	-	-	-	-	-	Chip Seal	-	-	-
CR08	0-5.026(West)	Chip Seal	-	-	-	-	-	-	-	-	Chip Seal	-
CR09	0-7.121(East)	-	-	-	-	-	-	2" HIR & 2" ACOL	-	-	-	-
CR09	10.276-13.306(E...	-	4" Reconstruction	-	-	-	-	-	-	-	-	Chip Seal
CR09	13.306-17.059(E...	-	-	-	-	-	-	Crack Seal	-	-	-	Chip Seal
CR09	7.121-8.095(East)	-	-	-	-	-	-	-	3" Reconstruction	-	-	-
CR09	8.095-10.276(We...	-	4" Reconstruction	-	-	-	-	-	-	-	-	-
CR11	0-2.36(West)	Chip Seal	-	-	-	-	-	-	-	-	Chip Seal	-
CR11	2.36-5.673(West)	Chip Seal	-	-	-	-	-	-	-	-	-	Chip Seal
CR11	6.024-14.626(We...	-	-	-	-	-	-	-	-	-	-	-
CR12	0-4.171(North)	-	-	-	-	-	-	-	-	-	-	-
CR13	0-1.757(South)	2" HIR & 2" ACOL	-	Chip Seal	-	-	-	-	-	Crack Seal	-	-
CR13	2.245-6.023(South)	2" HIR & 2" ACOL	-	Chip Seal	-	-	-	-	-	-	-	-
CR13	6.023-10.8(North)	2" HIR & 2" ACOL	-	Chip Seal	-	-	-	-	-	-	-	-
CR14	0-4.912(West)	-	Chip Seal	-	-	-	-	-	-	-	-	-
CR15	0-4.498(West)	-	-	-	4" CIR & 3" ACOL	-	-	-	-	-	-	Chip Seal
CR15	11.336-12.096(W...	-	-	-	-	-	4" CIR & 3" ACOL	-	-	-	Crack Seal	-
CR15	4.498-5.042(West)	-	-	-	-	-	4" CIR & 3" ACOL	-	-	-	Crack Seal	-
CR15	5.042-10.352(We...	-	-	-	-	-	4" CIR & 3" ACOL	-	-	-	-	-
CR16	0-6.13(West)	4" CIR & 3" ACOL	-	Chip Seal	-	-	-	-	-	-	-	-
CR17	0-1.969(West)	-	-	-	-	-	-	-	Chip Seal	-	-	-
CR17	1.969-8.167(West)	-	-	-	-	-	-	-	Chip Seal	-	-	-
CR17	8.167-12.642(We...	-	-	-	-	-	-	-	-	2" HIR & 2" ACOL	-	-

	2021	2022	2023	2024	2025	2026	2027	2028
0.00	\$0.00	\$0.00	\$0.00	\$495,593.90	\$498,172.90	\$486,187.90	\$488,095.90	\$450,873.20
1.00	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
1.30	\$0.00	\$0.00	\$0.00	\$495,593.90	\$498,172.90	\$486,187.90	\$488,095.90	\$450,873.20
1.10	\$1,709,960.00	\$1,953,263.00	\$2,513,619.00	\$1,905,010.00	\$1,857,434.00	\$1,941,885.00	\$1,979,775.00	\$1,999,515.00
1.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00
1.10	\$1,709,960.00	\$1,953,263.00	\$2,513,619.00	\$1,905,010.00	\$1,857,434.00	\$1,941,885.00	\$1,979,775.00	\$1,999,515.00
1.40	\$1,709,960.00	\$1,953,263.00	\$2,513,619.00	\$2,400,604.00	\$2,355,607.00	\$2,428,073.00	\$2,467,871.00	\$2,450,389.00
1.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00

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

2.7 TASK 7. REPORTING

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

2.8 TASK 8. WEB-VIEWER ACCESS OF IMAGES (BIANNUAL)

ARA will provide the County with access to digital images for the three previous rounds of image collection (currently 2013, 2015, and 2017). We will make the images available online via our RCIVE® image viewer with images stored on a commercial web-based server. Champaign County will be able to access the high-resolution images from any internet-connected computer and login information provided by ARA. The images are organized by county highway and the current image location is shown on a street map that updates location as the images are viewed. Figure 7 shows a screenshot of the RCIVE® interface.



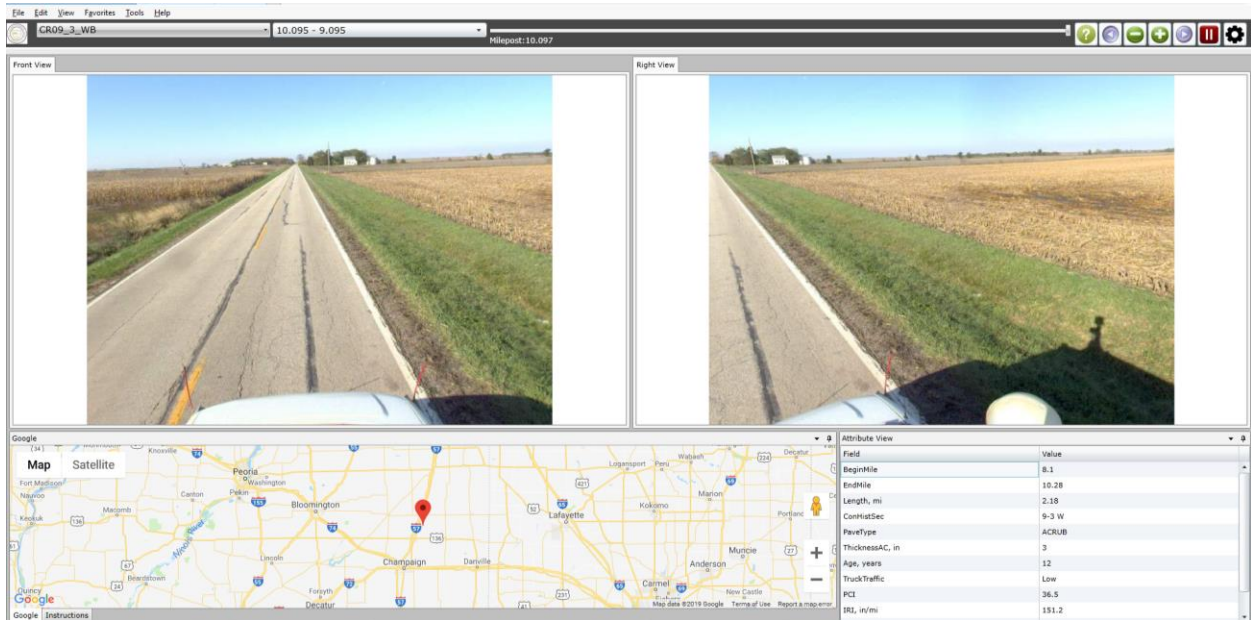


Figure 7. High-resolution images of Champaign County highways will be available via the internet using ARA’s RCIVE® image viewer.

3 PROJECT SCHEDULE

ARA anticipates that this project would be initiated in 2019 to avoid an interruption in service between the current and new contracts. We can begin work within two weeks of receipt of a signed contract. ARA typically performs field data collection in the fall, following completion of all construction projects in the current year. This ensures that the data used in analysis are complete and up to date.

4 PROJECT PRICE

ARA will provide the services noted in this proposal on a firm fixed price basis which includes labor, overhead equipment charges, fee and escalation for the 5-year contract duration. The firm fixed price shall be \$309,000.

Year	Scope of Work	Price
2019	Data collection and PMS update	\$87,000
2020	PMS update	\$24,000
2021	Data collection and PMS update	\$87,000
2022	PMS update	\$24,000
2023	Data collection and PMS update	\$87,000
Total		\$309,000

ARA anticipates that services will be contracted on a single 5-year contract. ARA will invoice monthly on a percent complete basis for payment to be made within 30 days of receipt of invoice (Net 30).

5 GROUND RULES AND ASSUMPTIONS

ARA's offering is based on the following ground rules and assumptions. Should any of these be adjusted during negotiations, the proposed offer, including pricing may be subject to change.

1. ARA anticipates a fixed price contract.
2. The assumed period of performance is XXX through XXX.
3. ARA will submit invoices on a monthly basis on a percent complete basis with payment terms of net30.
4. ARA anticipates that the terms and conditions part of this proposal will govern.
5. ARA requires the following support for the effective completion of this project:
 - a) Annual summary of all maintenance and construction activities.
 - b) Updated maintenance and construction unit cost data, if applicable.
 - c) Updated funding information, if applicable.

6 ACCEPTANCE OF PROPOSAL

Your signature below indicates your acceptance of this proposal in accordance with the scope, price, schedule, and the terms and conditions contained herein, and will create a binding agreement between you and ARA. This acceptance will act as a notice to proceed.

"Accepted on behalf of Champaign County by the Champaign County Board Chairman on this _____ day of _____, 2019."

Acceptance and Authorization
Name (print)
Title
Signature:
Date:

TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

1. INDEPENDENT CONTRACTOR

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

2. PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the Client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

3. OWNERSHIP OF DOCUMENTS

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

4. ACCESS TO PROJECT SITE

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

5. PAYMENT

ARA will invoice monthly and at the completion of the project, with payment due net 30 days. Interest will be charged on amounts outstanding more than 30 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest. In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made within 30 days. If the Parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice within 21 days, the matter will be resolved according to the Dispute Resolution clause of this agreement.

6. HIDDEN CONDITIONS OR HAZARDOUS MATERIALS:

If ARA has reason to believe that a hidden condition may exist, ARA shall notify the client who shall authorize and pay for all costs associated with the investigation of such condition and if necessary, all costs necessary to correct such condition. If (a) the client fails to authorize such investigation of the correction after due notification, or (b) ARA has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and ARA shall not be responsible for the existing condition nor any resulting damages to persons or property. ARA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

7. TERMINATION OF SERVICES:

This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay ARA for all services performed to the date of termination, all reimbursable expenses and reasonable termination expenses.

8. CONFIDENTIALITY

Each party agrees not to use the other's proprietary information for any purpose other than for the performance of this Agreement. Proprietary information is defined as information concerning techniques, processes, inventions, research and development, and cost data in written form with each sheet thereof marked with an appropriate legend indicating its proprietary nature and delivered by one party to another. Any other use of such proprietary information by the recipient shall be made only upon receipt of the prior written consent from an authorized representative of the other party.

9. INDEMNIFICATION

Each party (indemnitor) shall indemnify and hold harmless the other party (indemnitee) from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the



performance of services, to the proportional extent that any such claims, damage, loss or expense is caused by the negligent act or omission and/or liability of the indemnitor, anyone directly or indirectly employed by the indemnitor.

10. CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

11. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the parties.

13. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration. The substantially prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses and attorney's fees it incurred in connection with any suit or legal or administrative action or appeal with respect to this order or the transaction under it.

14. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and ARA. No third party shall have the right to rely on ARA opinions rendered in connection with the Services without ARA written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

16. COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the parties hereto, and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the parties hereto, unless such is in writing and duly signed by the respective parties hereto.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO ENTER INTO AN AGREEMENT AND APPROPRIATING \$309,000 FROM COUNTY MOTOR FUEL TAX FUNDS FOR A FIVE-YEAR PAVEMENT MANAGEMENT STUDY SECTION #19-00450-00-ES

WHEREAS, the Champaign County Highway Department desires to enter into a contract for engineering services with Applied Research Associates of Champaign, Illinois, to complete a five-year pavement management study from 2019 thru 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, that the County Engineer is authorized to enter into an agreement for the five-year pavement management study with Applied Research Associates; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Three Hundred Nine Thousand Dollars and No Cents (\$309,000) from the County's Motor Fuel Tax Fund for the engineering services; and

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

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of August 2019.

Giraldo Rosales, Chair
Champaign County Board

Approved:

Darlene A. Kloepfel, County Executive

Date: _____

Recorded
& Attest: _____

Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

I, Aaron Ammons, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign county, at its County Board meeting held at Urbana, Illinois on August 22, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D. 2019.

(SEAL)

County Clerk

APPROVED

Date

Department of Transportation

District Engineer

RESOLUTION NO.

RESOLUTION APPROPRIATING \$462,600 FROM
COUNTY MOTOR FUEL TAX FUNDS
FOR THE IMPROVEMENT OF
COUNTY HIGHWAY 9 AND ESTABLISHING
A CLASS II DESIGNATED TRUCK ROUTE ON COUNTY HIGHWAY 9
SECTION #18-00449-00-RS

WHEREAS, The State of Illinois, by its General Assembly, has enacted the Illinois Vehicle Code; and

WHEREAS, 625 ILCS 5/1-126 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, The County of Champaign is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds.

NOW, THEREFORE, BE IT RESOLVED, County Highway 9 (Ludlow Road) beginning at US Route 45 and extending easterly to County Highway 32 is designated as a Class II Truck Route; and

BE IT FURTHER RESOLVED, That there is hereby appropriated the sum of Four Hundred Sixty-Two Thousand Six Hundred Dollars (\$462,600.00) from the County Motor Fuel Tax Fund, which was awarded to Champaign County from the Truck Access Route Program and shall be deposited into the County Motor Fuel Tax Funds; and

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

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of August 2019.

Giraldo Rosales, Chair
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive

Date: _____

Recorded

& Attest: _____

Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

I, Aaron Ammons, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign county, at its County Board meeting held at Urbana, Illinois on August 22, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this ____ day of _____ A.D. 2019.

(SEAL)

County Clerk

APPROVED

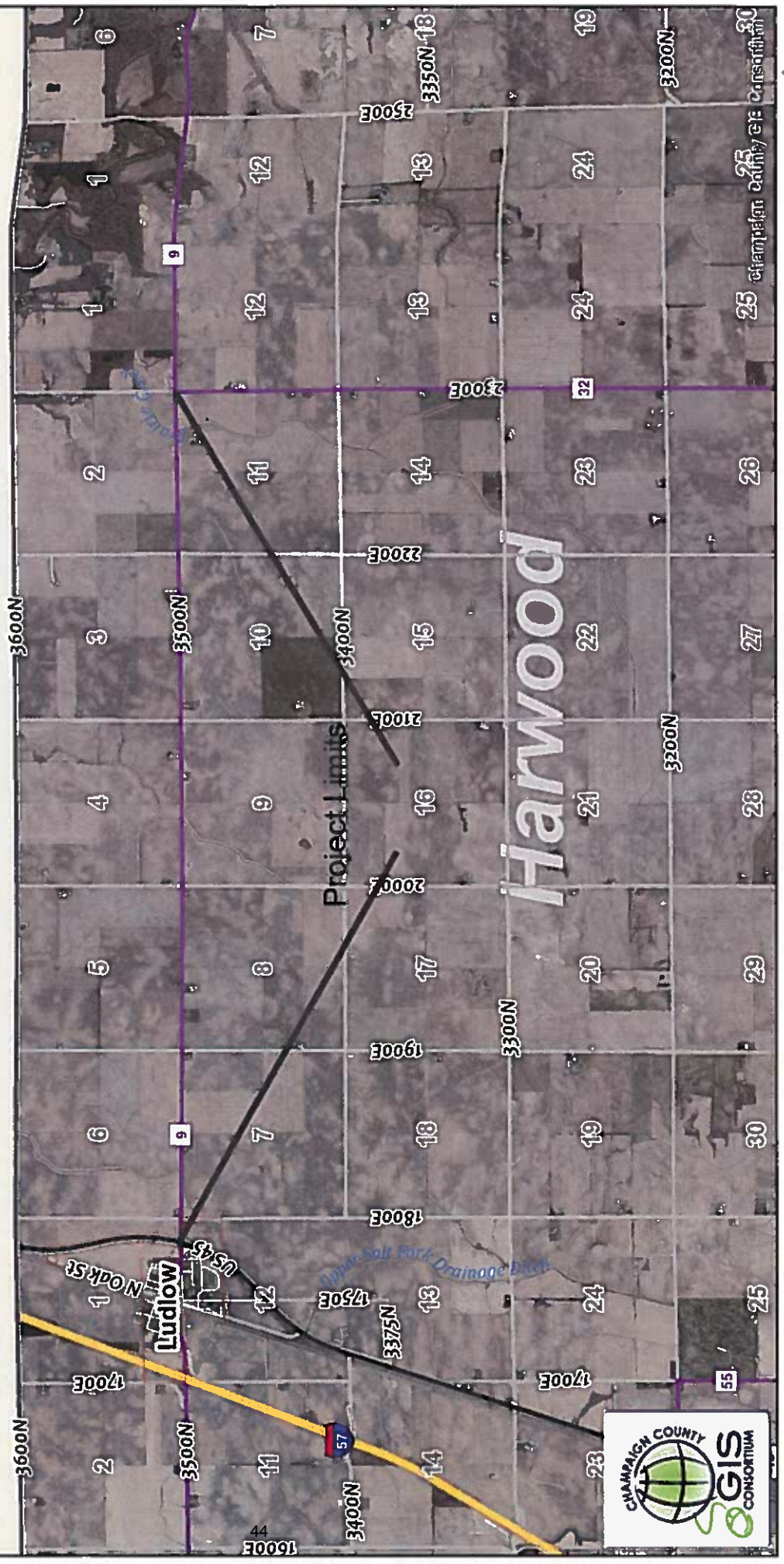
Date

Department of Transportation

District Engineer

County Road 9 Project

Ford County		Champaign County	
R.10E	R.11E	R.10E	R.11E
1700 E	1700 E	2300 E	2300 E
1800 E	1800 E	2400 E	2400 E
1900 E	1900 E	2500 E	2500 E
2000 E	2000 E		
2100 E	2100 E		
2200 E	2200 E		
2300 E	2300 E		
2400 E	2400 E		
2500 E	2500 E		



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3,400 Feet

RESOLUTION NO. _____

RESOLUTION APPROPRIATING \$31,948.22 FROM
COUNTY MOTOR FUEL TAX FUNDS FOR
CHAMPAIGN COUNTY'S SHARE OF THE
CHAMPAIGN-URBANA URBANIZED AREA TRANSPORTATION STUDY
SECTION #19-00000-00-ES

WHEREAS, The County Board of Champaign County is desirous of entering into a contract to have the following study performed under the Illinois Highway Code, designated at Section #19-00000-00-ES:

CHAMPAIGN-URBANA URBANIZED AREA TRANSPORTATION STUDY; and

WHEREAS, the proposed study consists of the County of Champaign's annual contribution to the Champaign County Regional Planning Commission and its share of funding the above mentioned study.

NOW, THEREFORE, BE IT RESOLVED, That there is hereby appropriated the sum of Thirty-One Thousand Nine Hundred Forty-eight Dollars and Twenty-two Cents (\$31,948.22) from County Motor Fuel Tax Funds for the County's share; and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to Mr. Kensil Garnett, District Engineer, Illinois Department of Transportation, Paris, Illinois.

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of August 2019.

Giraldo Rosales, Chair
Champaign County Board

Approved: _____
Darlene A. Kloepfel, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

I, Aaron Ammons, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign county, at its County Board meeting held at Urbana, Illinois on August 22, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this ____ day of _____ A.D. 2019.

(SEAL)

County Clerk

APPROVED

Date

Department of Transportation

District Engineer

PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

PETITION

Petitioner, Ryan Ackerman, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Kerr Road District, Champaign County, Illinois; and

2. There is a culvert located between Sections 28 & 29, which is in poor condition and is inadequate to serve the needs of the traveling public; and

3. To ensure the adequacy of said structure for the traveling public, it is necessary that said structure be replaced; and

4. The cost of replacing the aforesaid structure is estimated to be \$36,500.00, which will be more than .02% of the value of all the taxable property in the Kerr Road District, as equalized or assessed by the Department of Revenue; and

5. The tax rate for road purposes in the Kerr Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and

6. The Kerr Road District is prepared to pay one-half of the cost of the replacement of said structure.

Respectfully submitted,

Ryan Ackerman
Commissioner of Highways of
Kerr Road District,
Champaign County, Illinois

RESOLUTION NO.

WHEREAS, the County Board finds that based on the representations in the attached Petition, it required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the cost of replacing the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvements.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvements, and shall show the division of cost between the County and the Kerr Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Kerr Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of August, 2019.

Giraldo Rosales, Chair
Champaign County Board

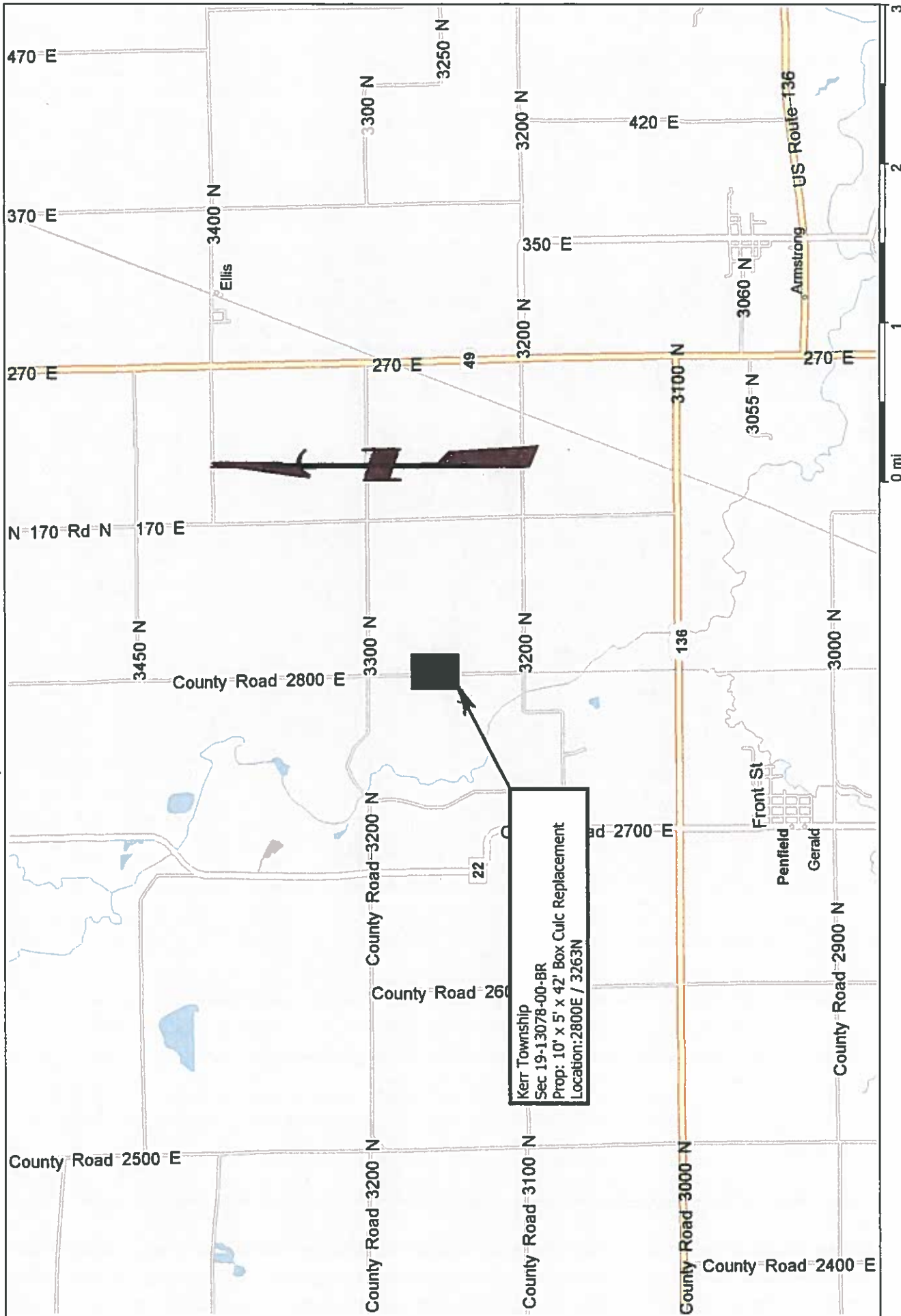
Approved: _____
Darlene A. Kloepfel, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

Kerr Township Box Culv, Sec 19-13078-00-BR



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PETITION REQUESTING AND RESOLUTION APPROVING APPROPRIATION OF
FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

PETITION

Petitioner, Rod Maddock, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the St. Joseph Road District, Champaign County, Illinois; and
2. There is a Bridge located on Windsor Road between Sections 22 & 27, which is in need of an emergency deck repair; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that said deck be repaired; and
4. The cost of repair for the aforesaid structure is estimated to be \$75,000 which will be more than .02% of the value of all the taxable property in the St. Joseph Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the St. Joseph Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The St. Joseph Road District is prepared to pay one-half of the local cost of the repair of said structure.

Respectfully submitted,

Rod Maddock
Commissioner of Highways of
St. Joseph Road District,
Champaign County, Illinois

RESOLUTION NO.

WHEREAS, the County Board finds that based on the representations in the foregoing Petition, it is required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet one-half the local cost of repair of the aforesaid structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, by receiving quotes for the improvements.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement and shall show the division of cost between the County and the St. Joseph Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the St. Joseph Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of August 2019.

Giraldo Rosales, Chair
Champaign County Board

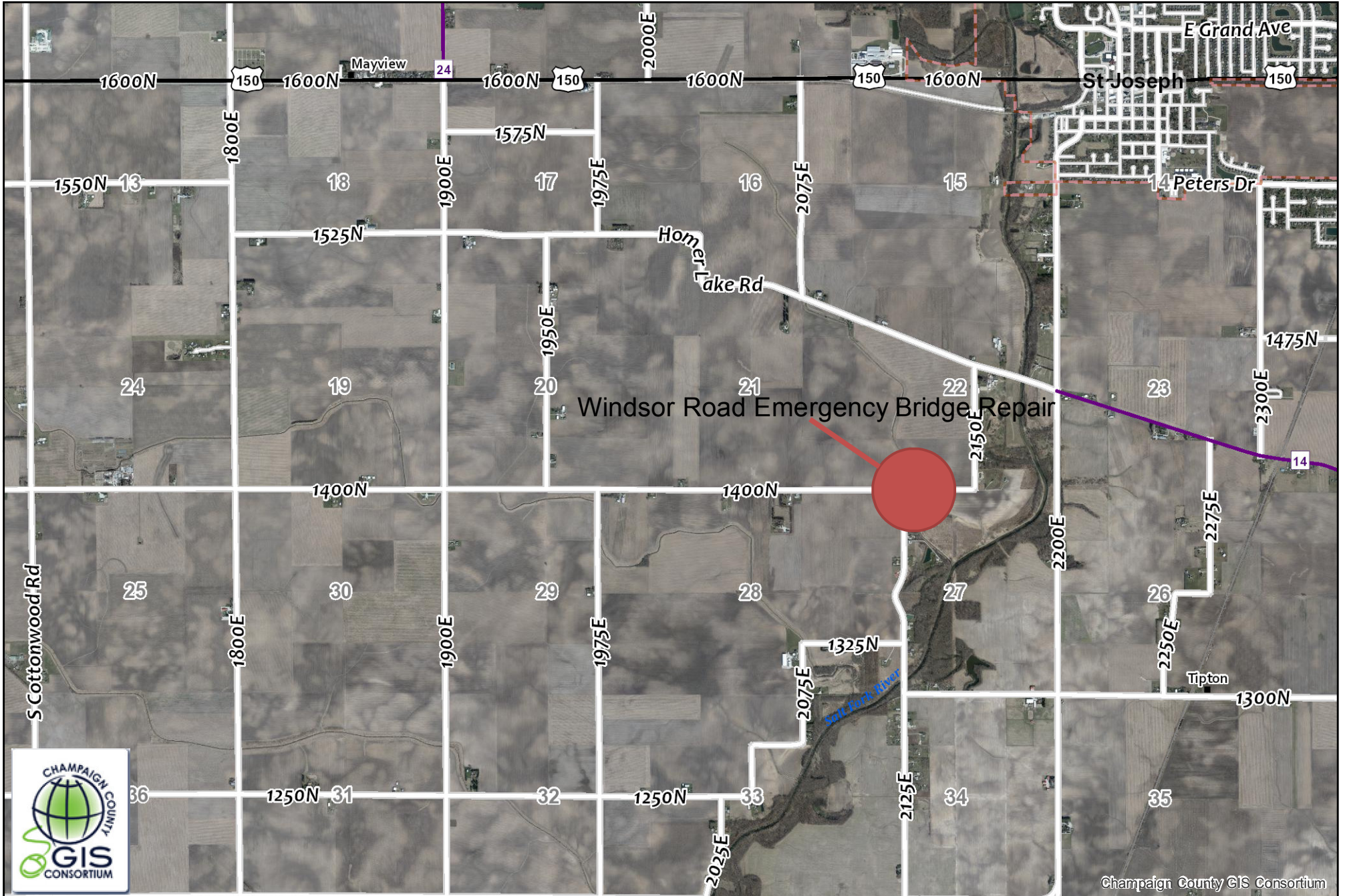
Approved: _____
Darlene A. Kloepfel, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

Windsor Road Emergency Bridge Repair



Champaign County GIS Consortium

2,300 Feet

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PETITION REQUESTING AND RESOLUTION APPROVING
APPROPRIATION OF FUNDS FROM THE COUNTY BRIDGE FUND
PURSUANT TO 605 ILCS 5/5-501

PETITION

Petitioner, Marvin Johnson, hereby requests an appropriation of funds from the Champaign County Bridge Fund pursuant to 605 ILCS 5/5-501. In support of this petition, Petitioner states the following:

1. Petitioner is the duly elected Highway Commissioner for the Compromise Road District, Champaign County, Illinois; and
2. There is a bridge located on 2400N, which is in poor condition and is inadequate to serve the needs of the traveling public; and
3. To ensure the adequacy of said structure for the traveling public, it is necessary that the bridge be repaired; and
4. The cost of repairing the aforesaid structure is estimated to be \$11,203.00, which will be more than .02% of the value of all the taxable property in the Compromise Road District, as equalized or assessed by the Department of Revenue; and
5. The tax rate for road purposes in the Compromise Road District was in each year for the last two (2) years not less than the maximum allowable rate provided for in Section 6-501 of the Illinois Highway Code (605 ILCS 5/6-501); and
6. The Compromise Road District is prepared to pay 50% of the construction costs associated with the repair of said structure.

Respectfully submitted,

Marvin Johnson
Commissioner of Highways of
Compromise Road District,
Champaign County, Illinois

RESOLUTION NO.

WHEREAS, the County Board finds that based on the representations in the attached Petition, it is required pursuant to 605 ILCS 5/5-501 to provide the requested aid.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County as follows:

1. The County Board hereby appropriates from the County Bridge Fund a sufficient sum to meet 50% of the cost to repair the aforesaid the structure.
2. The County Board hereby directs the County Engineer to cause plans and specifications to be prepared for said improvement.
3. The County Board hereby orders that said improvement be made under the general supervision of the County Engineer, either by the letting of a contract or by the County Highway Department/ Township Road District performing the work.
4. The County Board hereby directs the County Engineer to certify to the County Board when the work has been satisfactorily completed to meet his or her approval. Such certificate shall include an itemized account of the cost of all items of work incurred in the completion of said improvement, and shall show the division of cost between the County and the Compromise Road District.
5. The County Board further directs the County Engineer to file said certificate with the clerk of the Compromise Road District.
6. This Resolution shall become effective upon its adoption.

PRESENTED, ADOPTED, APPROVED and RECORDED this 22nd day of August 2019.

Giraldo Rosales, Chair
Champaign County Board

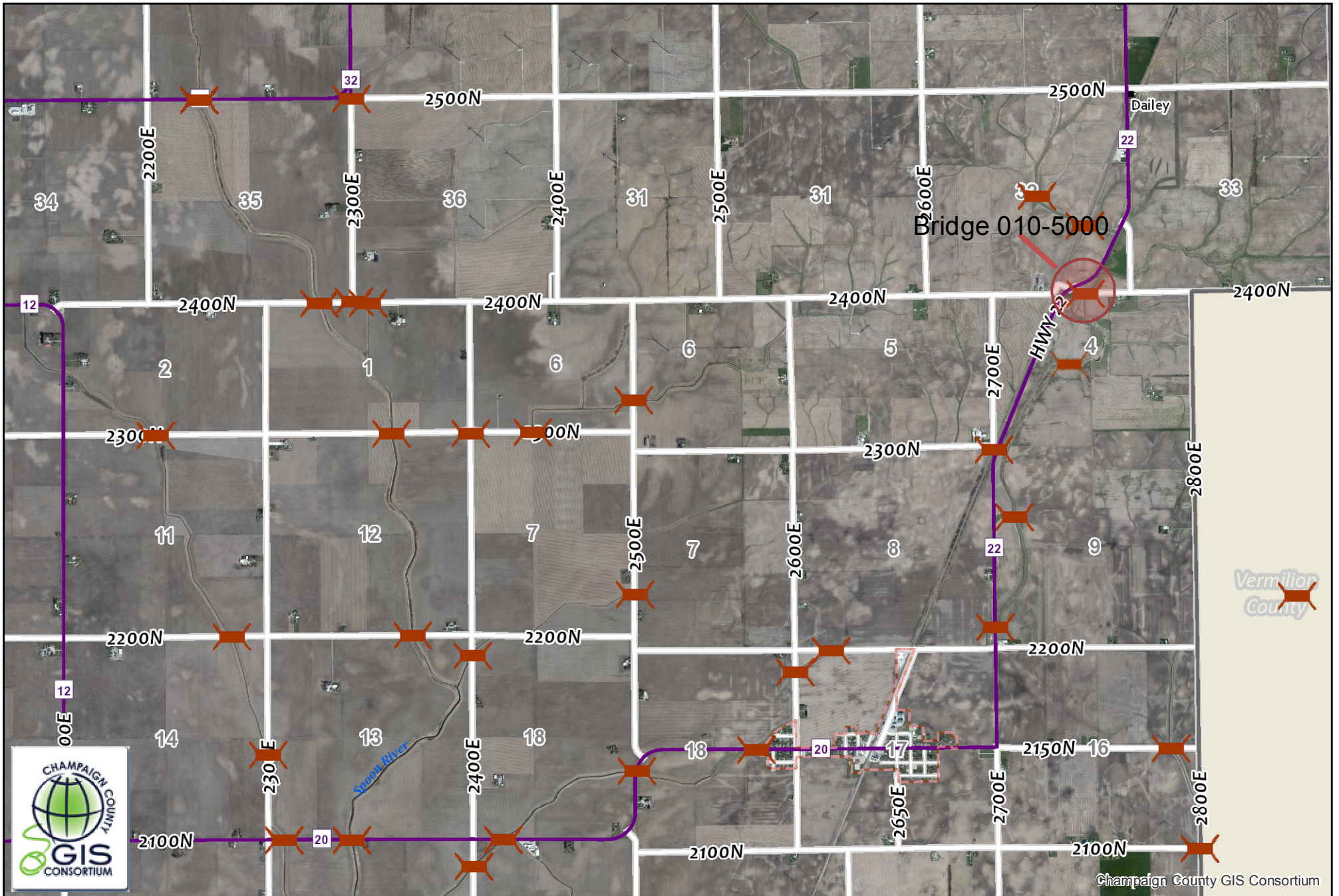
Approved: _____
Darlene A. Kloeppel, County Executive

Date: _____

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-Officio Clerk of the
Champaign County Board

Date: _____

Bridge 010-5000



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