

**AGENDA
MACON COUNTY BOARD MEETING
THURSDAY, OCTOBER 13, 2016, 6:00 P.M.
141 SOUTH MAIN, ROOM 514**

1. CALL TO ORDER
2. ROLL CALL
3. OPENING PRAYER
4. PLEDGE OF ALLEGIANCE
5. APPROVAL OF MINUTES OF PRIOR MEETING
6. RECOGNITIONS
 Q3 2016 Employee of the Quarter
7. ZONING/SUBDIVISIONS
8. CORRESPONDENCE
9. CLAIMS
10. APPOINTMENTS
11. CONSENT CALENDAR
 G-4527-10-16
 Macon County Board Resolution to Execute Deeds to Convey
 Property on which Taxes were Delinquent
12. JUSTICE COMMITTEE
 G-4528-10-16
 Macon County Board Resolution Amending the
 Probation's FY16 Budget
13. EEHW COMMITTEE
14. OPERATIONS AND PERSONNEL COMMITTEE
15. LEGISLATIVE COMMITTEE
16. FINANCE COMMITTEE
 G-4529-10-16
 Macon County Board Resolution Approving Increase in
 Appropriations in the FY16 Insurance Fund and Self-Insurance
 Fund Budgets

17. **NEGOTIATIONS COMMITTEE**
18. **TRANSPORTATION COMMITTEE**
 - H-2007-10-16 **Macon County Board Resolution Approving an Amended Funding Agreement on the 2015 HSIP Sign Upgrade Program**
 - H-2008-10-16 **Macon County Board Resolution Appropriating Funds to Sangamo Construction for Emergency Repairs to Reas Bridge Road over Lake Decatur**
 - H-2009-10-16 **Macon County Board Resolution Approving Engineering Design Work for the Repair of Lost Bridge Road over Lake Decatur**
 - H-2010-10-16 **Macon County Board Resolution Approving Additional Funds for Land Acquisition and Right of Way Work for the CH 41 Wyckles Road Whitetopping Project**
 - H-2011-10-16 **Macon County Board Resolution Approving Additional Funds for Environmental Design Work on the Reas Bridge Road Bridge Replacement Project**
19. **EXECUTIVE COMMITTEE**
20. **SITING, RULES & ORDINANCE SUB-COMMITTEE**
21. **BUILDING SUB-COMMITTEE**
22. **CITIZENS' REMARKS**
(Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)
23. **OFFICEHOLDERS' REMARKS**
24. **OLD BUSINESS**
25. **NEW BUSINESS**
26. **CLOSED SESSION**
5 ILCS 120/2(c)(11) – Discussion of pending litigation
27. **ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION
TO EXECUTE DEEDS TO CONVEY PROPERTY
ON WHICH TAXES WERE DELINQUENT**

RESOLUTION NO. G-4527-10-16

WHEREAS, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

WHEREAS, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

BE IT FURTHER RESOLVED by the Macon County Board that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 13th October day of October, 2016

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

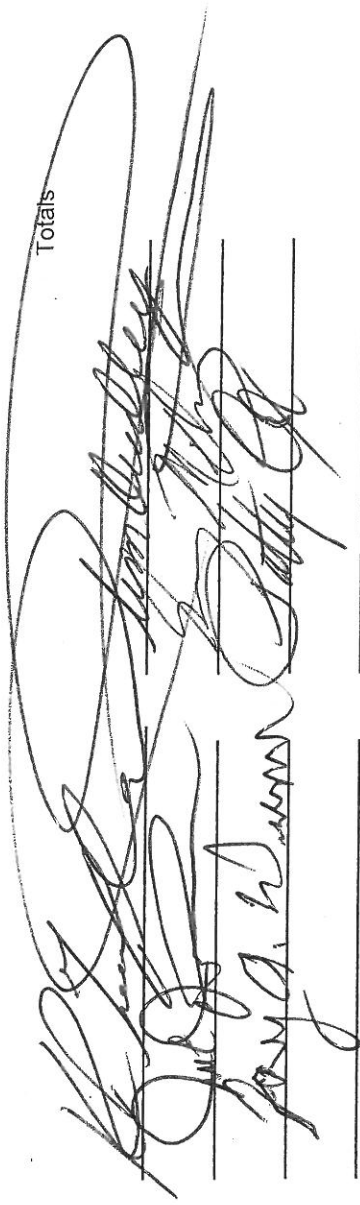
Macon County Monthly Resolution List - October 2016

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
10-16-001	0816843	SAL	VILLAGE OF ARGENTA	05-03-36-101-030	FRIENDS CREEK	660.00	70.00	0.00	60.00	350.00	180.00
10-16-002	201100812	REC	JUANITA WHITFIELD	04-12-14-376-013	DECATUR	3,217.00	113.00	0.00	60.00	1,327.33	1,716.67
10-16-003	201200263	REC	PHIL W TAYLOR	04-12-10-327-014	DECATUR	3,102.02	113.00	0.00	60.00	938.34	1,990.68
10-16-004	201101082	DEF-RE	CAROLYN A. COLEMAN	04-12-23-129-010	DECATUR	824.00	0.00	0.00	0.00	449.13	374.87

Totals

\$7,803.02 \$296.00 \$0.00 \$180.00 \$3,064.80 \$4,262.22

Clerk Fees \$296.00
Recorder/Sec of State Fees \$180.00
Total to County \$4,738.22



Committee Members

**MACON COUNTY BOARD RESOLUTION
AMENDING THE PROBATION'S FY16 BUDGET**

RESOLUTION NO. G-4528-10-16

WHEREAS, the Probation Department FY'16 budget was approved by the County Board; and

WHEREAS, the County Board approved \$300,000 in funding to the Juvenile Detention line; and

WHEREAS, the daily population for youth being detained in Peoria County Juvenile Detention Facility has continually exceeded number of contracted bed spaces so much that valuable services will not get paid without the amending of these budgets; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the amending of this budget; and

WHEREAS, the proposed budget amendments were discussed by the Macon County Justice Committee on September 22, 2016 and recommended for approval to the Macon County Finance Committee, and

WHEREAS, the proposed budget amendments were discussed by the Macon County Finance Committee on October 3, 2016 and recommended for approval by the full Board, and

WHEREAS, the Finance Committee has agreed to the amending of the Probation FY'16 budget as follows,

Increased Expenditure		
001-130-7560	Juvenile Detention	\$56,176.51

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Probation Grant budgets as above.

BE IT FURTHER RESOLVED BY THE Macon County Board that this Resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 13th day of October 13, 2016.

AYES _____ NAYS _____

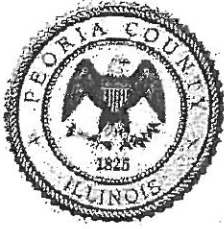
MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board



Brian Brown
Superintendent

Tenth Judicial Circuit of Illinois
Juvenile Detention Center
223 N. Maxwell Road Peoria, IL 61604
Phone (309) 634-4200 -- Fax (309) 634-4222

September 1, 2016

Lori Norfleet
Macon County Courthouse
Macon County Juvenile Probation
253 E. Wood Street
Decatur, Illinois 62523

Macon County Juvenile Probation:

As per the Intergovernmental Agreement for Sale of Secured Bed Space in the Peoria County Juvenile Detention Center, between Peoria County and Macon County, this billing is submitted to Macon County for the Five (5) guaranteed beds for the period of July 1, 2016 through September 30, 2016. If you have any questions or concerns please contact me via email at bbrown@peoriacounty.org or at 309-634-4214.

<u>Billing Period</u>	<u>Service Provided</u>	<u>Amount Due</u>
7/1/16 – 9/30/16	Custody Services Per Agreement	\$56,176.51
Total Amount Due		\$56,176.51

Please make the check payable to Peoria County Juvenile Detention and forward to the following address:

Peoria County Juvenile Detention
223 N. Maxwell Rd.
Peoria, IL 61604
Attention: Brian Brown

Sincerely,

Brian Brown
Superintendent

PAYMENT AUTHORIZATION REVIEWED AND APPROVED	
<i>Brian Brown</i> DIRECTOR	9/12/2016 DATE
PROBATION ACCOUNT #	130-7560

**MACON COUNTY BOARD RESOLUTION
APPROVING INCREASE IN APPROPRIATIONS
IN THE FY16 INSURANCE FUND AND
SELF-INSURANCE FUND BUDGETS**

RESOLUTION NO. G-4529-10-16

WHEREAS, Macon County has an insurance program to cover the cost of claims against the county arising from a variety of circumstances including regular claims, workers compensation claims, and total disability temporary claims; and

WHEREAS, the amount in any year of these claims is unknown at the time of the preparation of the budget; and

WHEREAS, Macon County's experience this year has been far higher than normal claims expense in all categories of claims including especially workers compensation; and

WHEREAS, an amendment to the budget of the Insurance and Self-Insurance Funds has become necessary to allow the expenditure of funds for payment of various claims through the end of the year; and

WHEREAS, the budget amendment was discussed by the Finance Committee on 10-03-16, and members agreed to the amending of the Insurance Fund and Self- Insurance Fund budgets as attached; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that Macon County needs to pay valid claims.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Insurance Fund and Self Insurance Fund budgets as attached.

BE IT FURTHER RESOLVED that this resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 13th day of October, 2016

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

Fund 013 Self Insurance Fund

	Current Budget	Proposed Budget	Budget Change
013-000-4810 Contribution from Ins Fund	\$ 230,000.00	\$ 308,000.00	\$ 78,000.00
Total Revenue Increase			<u>\$ 78,000.00</u>
013-000-5500 Total Temp Disability	10,000.00	35,000.00	\$ 25,000.00
013-000-8250 Contingent for Claim Loss	70,000.00	95,000.00	25,000.00
013-000-8270 Fitness for Duty	9,000.00	11,000.00	2,000.00
013-000-8260 Claim Loss WC	120,000.00	146,000.00	26,000.00
Total Expense Increase			<u>\$ 78,000.00</u>
Net Additional Appropriation Requested			0.00

Fund 011 Insurance Fund

	Current Budget	Proposed Budget	Budget Change
011-000-7775 Self Insurance Fund	230,000.00	308,000.00	<u>78,000.00</u>
Additional Appropriation Requested			\$ 78,000.00

**Macon County Board Resolution Appropriating
Additional Funds for an Agreement with IDOT
for the 2015 Sign Upgrade Program**

RESOLUTION NO. H-2007-10-16

WHEREAS, additional funds need to be appropriated for an agreement with IDOT for the 2015 HSIP Sign Upgrade Program, Section 14-00270-00-SG

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Five Thousand Five Hundred Seventy Nine Dollars and No Cents (\$5,579.00) from County Matching Line Item 031-000-7780 (FY 16) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2016, and will be reimbursed 100% by IDOT.

PRESENTED, PASSED, AND APPROVED this 13th day of October 2016.

AYES _____ NAYS _____


MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Macon County	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 14-00270-00-SG	Fund Type HSIP	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-105-14	HSIP-0115(070)				

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

Location

Local Name 2015 HSIP Sign Upgrade Program Route _____ Length _____
 Termini Rural Macon County

Current Jurisdiction Each Individual agency TIP Number _____ Existing Structure No _____

Project Description

The project consists of purchasing new traffic signs that meet the improved Federal retroreflectivity requirements for rural county, township, and small municipal highways in Macon County located outside of the urban area. The local authorities then agree to erect the signs as part of the work.

Division of Cost

Type of Work	HSIP	%	STATE	%	LA	%	Total
Participating Construction	0	(0)	0	(0)	0	(0)	
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	()	()	()	()	()	()	
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
Materials	191,255	90	21,251	10			212,506
TOTAL	\$ 191,255		\$ 21,251		\$		\$ 212,506

The total expenditure for each local agency cannot exceed \$25,000 for the upgrade of existing signs; any amount over \$25,000 will be the responsibility of the local agency.

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

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

Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

METHOD A--Lump Sum (80% of LA Obligation) _____
 METHOD B-- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C--LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM#1>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1- Location Map, Number 2 – Funding Agreement, Number 3 – Local Agency Signatures.

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Kevin R. Greenfield

Name of Official (Print or Type Name)

Macon County Board Chair

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

(Signature)

Date

The above signature certifies the agency's TIN number is 37-6001309 conducting business as a Governmental Entity.

DUNS Number 102-485211

APPROVED

State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

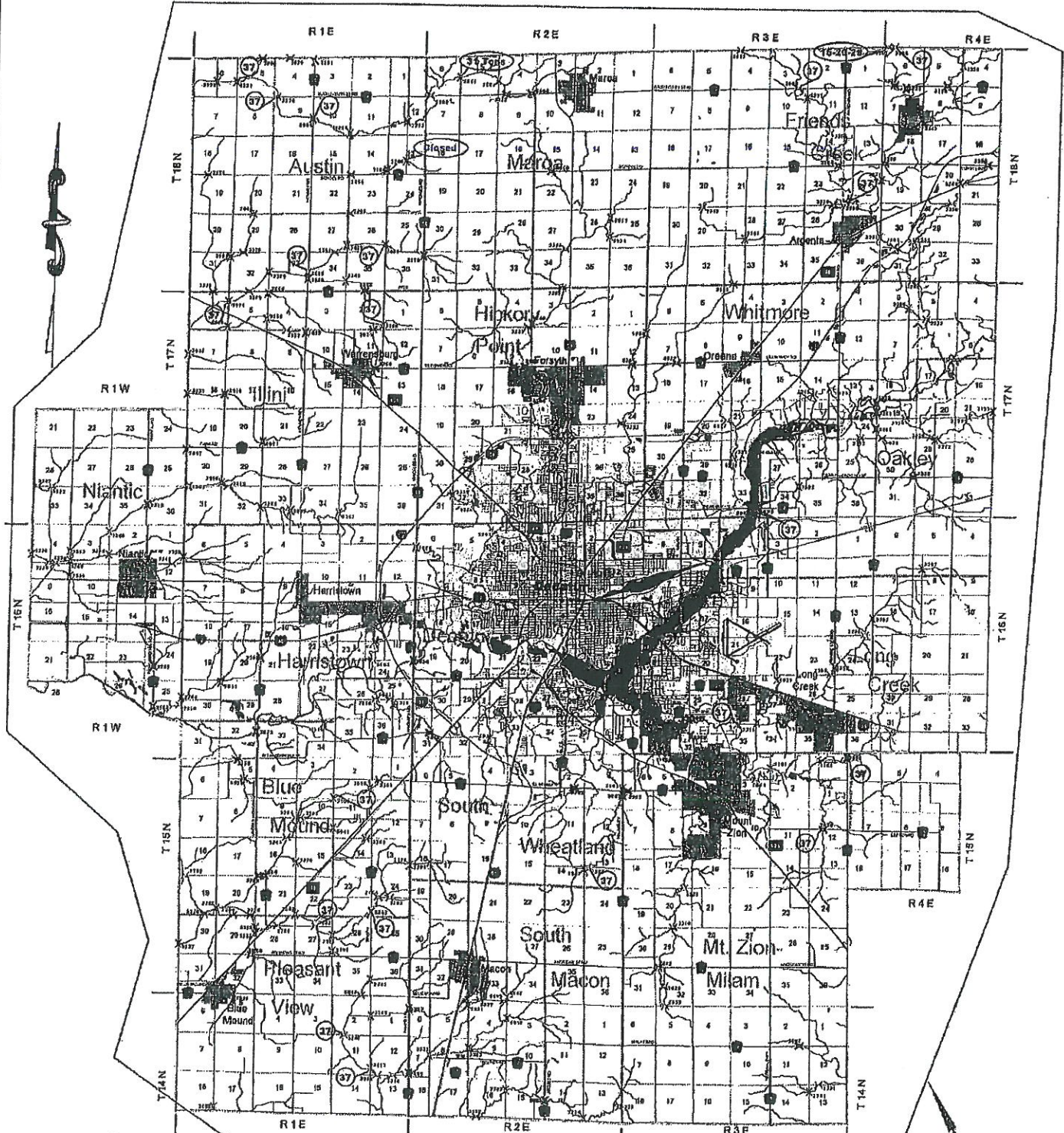
Date




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



MACON COUNTY

PROJECT LOCATION MAP



-  Legal Load Only Structure (37 Tons)
-  COUNTY STRUCTURE
-  TOWNSHIP STRUCTURE

PROJECT LOCATION

Section #: 14-00270-00-SG
Job #: C-97-105-14
Project #: HSIP-0115 (070)
Macon County

Addendum 2
Agreement for the Traffic Sign Upgrade Program

Revise item 4 (a) under "THE STATE AGREES:"

To reimburse the LA 90% of the Federal and State share upon award and request for payment. Upon completion of the project, the LA will be reimbursed for the remainder of project costs upon submission of an invoice accompanied by a certification that all signs have been properly installed.

Addendum 3 Additional Terms

In addition to the terms of the standard joint agreement, the Local Agency (LA) agrees to the following requirements:

1. The LA will ensure that all signs will be installed in accordance with the requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Supplement to the MUTCD. The state will not be required to perform any engineering regarding whether or not a particular type of sign should be installed on any route under the LA's jurisdiction for this program.
2. The LA will be responsible to determine the number of posts and length required for each location where the post will be replaced. The LA shall ensure the post heights and the distance of signs from the edge of pavement shall meet the requirements of the current MUTCD.
3. The LA agrees to install signs and posts, at their own expense, using the following materials:

Signs – High-intensity or prismatic sheeting should be used. Engineer-grade sheeting shall not be used for this program.

Posts – Tubular steel, telescoping steel no greater than 2.25 inches by 2.25 inches, U-channel, 4-inch by 4-inch wood, and 4-inch by 6-inch wood posts with the 6-inch side parallel to the roadway with appropriately drilled holes to ensure that the post is breakaway are allowed. All new posts shall be made breakaway.
4. The LA agrees not to stockpile signs in this program for future use.
5. The LA agrees to ensure that the material letting occurs within 6 months of the local agency receiving the executed joint funding agreement from IDOT and that all new signs are installed within 9-12 months of actually receiving the signs. The LA will submit a letter to the applicable District Local Roads office, with a carbon copy to Central BLRS, certifying that sign installation is complete.
6. After the sign upgrades have been made through this program, the LA will be responsible for continuously monitoring and maintaining their sign program.

The LAs agree, accept and will comply with applicable provisions set forth in this Agreement and all addenda.

Austin Township Road Commissioner
Paul Heft

Blue Mound Township Road Commissioner
Meredith Miller

Friends Creek Township Road Commissioner
Kurt Kaufman

Harristown Township Road Commissioner
Dave Geitl

Illini Township Road Commissioner
Brian Gillman

Long Creek Township Road Commissioner
Dean Rhodes

Maroa Township Road Commissioner
Gary Brelsfoard

Mt. Zion Township Road Commissioner
John Wheeler

Niantic Township Road Commissioner
Mike Stacey

Oakley Township Road Commissioner
Bob Weaver

Pleasant View Township Road Commissioner
Larry Bonn

South Macon Township Road Commissioner
Scott Wise

South Wheatland Township Road Commissioner
Gary Hutchens

Whitmore Township Road Commissioner
Terry Grider

Section #: 14-00270-00-SG
Job #: C-97-105-14
Project #: HSIP-0115 (070)
Macon County

The LAs agree, accept and will comply with applicable provisions set forth in this Agreement and all addenda.

Argenta Village Mayor
Cindy Lutski

Blue Mound Village Mayor
Ken Ervin

City of Macon Mayor
Greg Smith

City of Maroa Mayor
Ted Agee

Niantic Village Mayor
Bob Emery

Warrensburg Village Mayor
Corey Moloney

**Macon County Board Resolution Appropriating
Funds for Emergency Repairs to Reas Bridge Road
over Lake Decatur**

RESOLUTION NO. H-2008-10-16

WHEREAS, the funds need to be appropriated to Sangamo Construction for emergency repairs to Reas Bridge Road over Lake Decatur.

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Twelve Thousand Nine Hundred Seven Dollars and Ten Cents (\$12,907.10) from County Highway Funds Line Item 030-081-9007 (FY 16) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2016, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 13th day of October 2016.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

H-2008-10-16 (Attachment)

9/2/2016 12:51:16PM

REAS BRIDGE ROAD OVER LAKE DECATUR CRIBBING

SANGAMO
Construction Company



TEL. 217/544-9871
FAX 217/544-9873

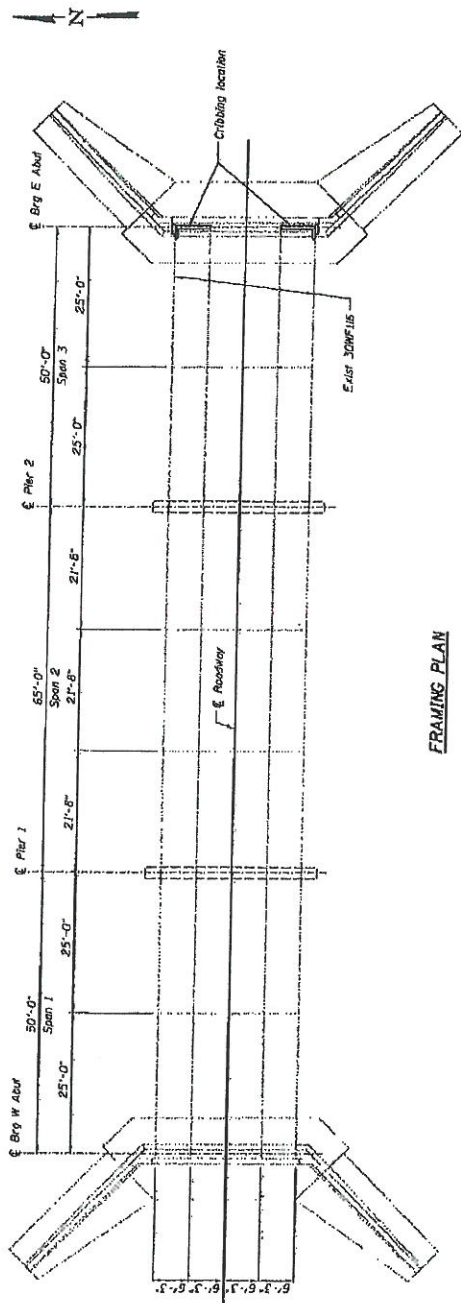
Quote To: MACON COUNTY HIGHWAY DEPT
2405 N. WOODFORD ST
62526
Phone: 217.424.1404
Fax:

Letting Date:
Item No.:
Contract No.:
Route:
County:

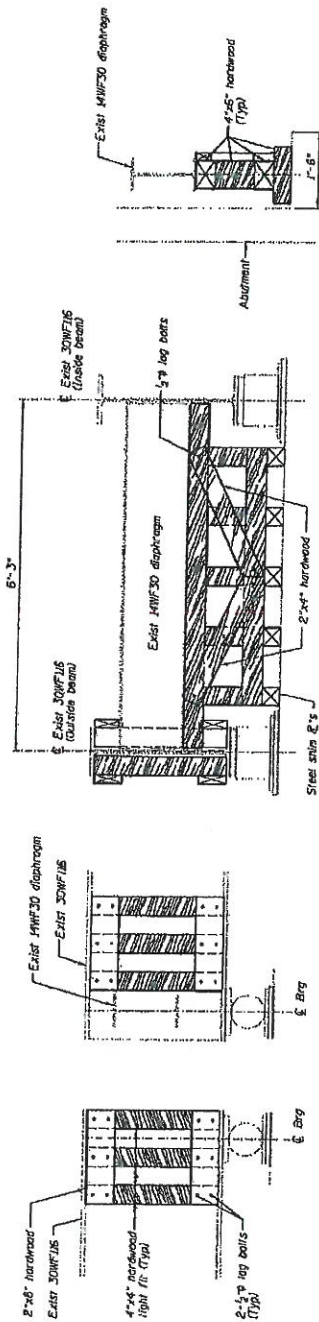
ITEM	DESCRIPTION				
	INSTALL TREATED TIMBER				
GRAND TOTAL					\$12,907.10

NOTES:

INSTALL TIMBER CRIBBING IN ACCORDANCE WITH CHASTAIN & ASSOC DRAWING.



FRAMING PLAN



SECTION THRU DIAPHRAGM

ELEVATION CRIBBING SUPPORT AT EAST ABUTMENT

INTERIOR SIDE

EXTERIOR SIDE

NOTES
 Timber web stiffeners shall be cut to right fit.
 Beams shall be cleared of all debris or loose
 sections of steel prior to installation of cribbing.
 All timber shall be pressure treated hardwood.
 All log bolts shall be min Grade 5 galvanized.

LAST MADE & MARK		DESIGNED	JAB	REVISED		CHASTAIN & ASSOCIATES LLC STRUCTURAL ENGINEERS 1000 W. 10th St., Suite 100 Lincoln, NE 68502 TEL: 402-478-8888 FAX: 402-478-8889	CH 24 (R&AS BRIDGE ROAD OVER LAKE DECATUR) CRIBBING SUPPORT DETAILS	PAI	SECTION	CLIENT	SHEET	
DATE	DATE	DATE	DATE	DATE	SCALE			SHEET NO. OF SHEETS	STA.	TO STA.	STRUCTURE NO.	DATE
10/17/14	10/17/14	10/17/14	10/17/14	10/17/14	AS SHOWN			10 OF 10	10+00	10+00	10000000	10/17/14
10/17/14	10/17/14	10/17/14	10/17/14	10/17/14								

**Macon County Board Resolution Appropriating
Funds for Engineering Design Work for the Repair
of Lost Bridge Road over Lake Decatur**

RESOLUTION NO. H-2009-10-16

WHEREAS, funds need to be appropriated for engineering design work for the repair of Lost Bridge Road over Lake Decatur, Section 16-00280-00-BR.

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

THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Fourteen Thousand Three Hundred Sixty Three Dollars and No Cents (\$14,363.00) from County Bridge Line Item 034-000-7710 (FY 16) to cover above engineering design expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2016, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 13th day of October 2016.

AYES _____ NAYS _____


MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Chastain & Associates LLC
Township Decatur			Address 5 N. Country Club Road
County Macon			City Decatur
Section			State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Lost Bridge Road Bridge Inspection & Repairs

Route FAU 7394 Length _____ Mi. _____ FT (Structure No. 058-6008)

Termini 1.7 miles east of Lake Decatur Dam

Description:

Perform inspection of all bottom flange cover plates, measure failed beam end repair plates, perform necessary calcs for cover plate retrofits. Provide repair plans for cover plate retrofit, beam end repair, concrete repairs, and expansion joint replacements.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	% (See note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. **SEE ADDENDUM** "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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

Executed by the LA:

(Municipality/Township/County) of the
State of Illinois, acting by and through its
ATTEST:
By _____

Clerk (Seal)
By _____
Title _____

Executed by the ENGINEER:

ATTEST:
By _____ By _____
Title _____ Title _____

Approved

Date
Department of Transportation

Regional Engineer

ADDENDUM

Preliminary Engineering Services Agreement For Motor Fuel Tax Funds

Lost Bridge Road Bridge Inspection & Repairs

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1g a sum of money NOT TO EXCEED \$14,363 on the basis of a Direct Labor Multiple of 3.0.

Project Budget Worksheet
 Project: MCHD - Lost Bridge Inspection & Repairs
 HLC Proj No: 16-99-16
 Date: N.C. Dept. of Transportation, Project: MCHD - Lost Bridge Inspection & Repairs

Labor Multiplier: 3.0
 Labor Escalation Factor: 1.00
 Total Labor Multiplier: 3.0

Task No.	Task Description	Sheet Count	Billing	Labor Code	Budget Hours	Engineer I	Buying Project Manager II	Bullock Tech IV	King Tech IV	Meyers Project Principal	Shurt Project Manager II	Walhoff Administrative	Task Direct Cost	\$18.00 CAD (Hours)	\$95.00 Vehicles (Days)
1	Inspection & Repair Plans														
1.1	Administration & management, including coordination with BRS/County/District		\$884.10		8	2	4								
1.2	Measure beam end repair plate from county-provided smogper truck		\$126.00		1	1	4				1				
1.3	Inspect all bottom flange cover plates via smogper truck		\$504.00		4	8	3								
1.4	Cover plate repair SCQ, and Drive shears		\$1,158.00		11	10	1								
1.5	General Plan & Elevation for show aspection lot replacement locations and general info)		\$2,478.30		22	2	1	8			3				
1.6	Beam end repair plate orders and framing Plan to note repair locations		\$1,107.00		10	2	1								
1.7	Beam end repair plate orders and framing Plan to note repair locations		\$1,095.00		9	2	1								
1.8	Establish Joint Replacement - Materials		\$1,428.00		13	4	1								
1.9	Establish Joint Replacement - Plans		\$1,428.00		13	4	1								
2.0	Concrete Repairs		\$1,028.00		10	4	1								
2.1	Cover plate repair details		\$1,283.00		11.5	4	1.5								
2.2	Quantities, Specifications and Bid Documents		\$947.10		6	4	1								
2.3	QA/QC		\$301.50		1.5	4	1								
Labor Subtotal:			\$12,418.00		120	44	18.5	8	41	1.5	5	1			
Direct Cost (Total)			\$947.00												
Total Project & QC/QA Personnel Hours					120										
Total Project & QC/QA Personnel Costs			\$13,416.00												
Total Project & QC/QA Direct Costs			\$947.00												
Participation by Hours			\$14,363.00		120	44	18.5	8	41	1.5	5	1			
Percent of Participation by Hours					100.00%	36.87%	15.25%	6.57%	34.17%	1.25%	4.17%	0.83%			
Personal Cost/Hour					111.8										

Direct Cost Estimate

Task Direct Cost	\$18.00 CAD (Hours)	\$95.00 Vehicles (Days)
\$947.00	\$882.00	\$65.00
\$947.00	\$882.00	\$65.00
\$947.00	\$882.00	\$65.00

**Macon County Board Resolution Appropriating
Additional Funds for Land Acquisition and Right of
Way for the CH41 Wyckles Road Whitetopping Project
Section 08-00220-00-EG**

RESOLUTION NO. H-2010-10-16

WHEREAS, additional funds need to be appropriated for Land Acquisition and Right of Way for the CH 41 Wyckles Road Whitetopping Project, Section 08-00220-00-EG

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Eighteen Thousand Four Hundred Ninety One Dollars and Six Cents (\$18,491.06) from County Matching Line Item 031-000-7780 (FY 16) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2016, and will be paid 100% by Macon County with no additional reimbursements.

PRESENTED, PASSED, AND APPROVED this 13th day of October 2016.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

H - 2010-10-16 (Attachment)

Macon County
Highway Department
MANHOOR NEGOTIATION WORKSHEET
SUPPLEMENT NO. 1
Attachment A
Wyckles Road CH 41
URS Corporation
08/09/16

Project Wyckles Road
Route County Highway 41
Section 08-00220-00-EG

Macon County
Contract No. _____

	PROJ MNGR	SEN CIVL ENGR	SEN STRCT ENGR	PLS	ENGR	TECH SURV	JR TECH SURV	ADMIN	TOTAL HRS	
PHASE II PROJECT SURVEY										
LAND ACQUISITION SURVEY (Includes Staking)	7	0	0	90	0	89	0	0	186	
Courthouse Search	0	0	0	0	0	0	0	0	0	A
Contact Landowners	0	0	0	0	0	0	0	0	0	B
Locate Existing Monuments	0	0	0	0	0	0	0	0	0	C
Traverse and Survey Existing Monuments	0	0	0	0	0	0	0	0	0	D
Resolve Sections and Property Boundaries	0	0	0	0	0	0	0	0	0	E
Stake ROW & Section Corners	7	0	0	90	0	89	0	0	186	F
R.O.W. PLATS										
ROW Takes and Temporary Easement Calculations	0	0	0	0	0	0	0	0	0	A
Plat Drafting	0	0	0	0	0	0	0	0	0	B
Legal Descriptions	0	0	0	0	0	0	0	0	0	C
R.O.W. PLANS										
ROW Cover Sheet Drafting	0	0	0	0	0	0	0	0	0	A
ROW Plan Drafting	0	0	0	0	0	0	0	0	0	B
Phase II / Surveys / ROW Plats / ROW Plans	7	0	0	90	0	89	0	0	186	
Rate	\$65.27	\$52.50	\$59.12	\$27.06	\$28.14	\$38.38	\$24.15	\$19.95		
Salary Cost	\$456.89	\$0.00	\$0.00	\$2,516.40	\$0.00	\$3,416.82	\$0.00	\$0.00	\$6,389.11	

Estimated Fee	Salary Multiplier	2.74	Fee with Multiplier	\$17,506.16
	Direct Cost			\$984.90
			Total Fee Phase II Survey Services	\$18,491.06

Macon County
Highway Department

Project Wyckles Road
Route County Highway 41
Section 08-00220-00-PV

		quantity	days /		cost	total	
			weeks				
Land Acquisition Survey							
Phase II	Per Diem Survey (daily)	A 2 persons	0	days	\$0.00	\$0.00	
		B 2 persons	0	days	\$0.00	\$0.00	
		C 2 persons	0	days	\$0.00	\$0.00	
		D 2 persons	0	days	\$0.00	\$0.00	
		E 2 persons	0	days	\$0.00	\$0.00	
		F 2 persons	14	days	\$0.00	\$0.00	
	Mileage (daily)	A 40 miles	0	days	\$0.540	\$0.00	
		B 40 miles	0	days	\$0.540	\$0.00	
		C 40 miles	0	days	\$0.540	\$0.00	
		D 40 miles	0	days	\$0.540	\$0.00	
		E 40 miles	0	days	\$0.540	\$0.00	
		F 40 miles	14	days	\$0.540	\$302.40	
	Field Supplies (weekly)	A 0 weeks	0	weeks	\$40.00	\$0.00	
		B 1 weeks	0	weeks	\$40.00	\$0.00	
		C 1 weeks	0	weeks	\$40.00	\$0.00	
		D 1 weeks	0	weeks	\$40.00	\$0.00	
		E 1 weeks	0	weeks	\$40.00	\$0.00	
		F 210 pins	0	weeks	\$3.25	\$682.50	
	Hotel (Daily)	A 2 persons	0	days	\$90.00	\$0.00	
		B 2 persons	0	days	\$90.00	\$0.00	
		C 2 persons	0	days	\$90.00	\$0.00	
		D 2 persons	0	days	\$90.00	\$0.00	
		E 2 persons	0	days	\$90.00	\$0.00	
		F 2 persons	0	days	\$90.00	\$0.00	
	Court house prints	0	copies	0	trips	\$2.00	\$0.00
	Tax Maps	0	copies	0	trips	\$20.00	\$0.00
					Subtotal	\$984.90	

		# Sheets	size	Client copies	URS copies	type	cost	total
Land Acquisition Submittals (24 Plats, 26 Temp. Ease., 9 ROW Plan Sheets)								
Phase II	Prefinal ROW Plats	0	11x17	2	1	paper	\$0.10	\$0.00
	Prefinal ROW Legal Descriptions	0	8 1/2x11	2	1	paper	\$0.10	\$0.00
	Prefinal TE Legal Descriptions	0	8 1/2x11	2	1	paper	\$0.10	\$0.00
	Final ROW Plats	0	11x17	4	1	paper	\$1.00	\$0.00
	Final ROW Legal Descriptions	0	8 1/2x11	4	1	paper	\$0.10	\$0.00
	Final TE Legal Descriptions	0	8 1/2x11	4	1	paper	\$0.10	\$0.00
	Mailings	0		1			\$25.00	\$0.00
							Subtotal	\$0.00
	Prefinal ROW Plans	0	11x17	2	1	paper	\$0.10	\$0.00
	Final ROW Plans	0	full	1		mylar	\$10.00	\$0.00
	Final ROW Plans	0	full	1	1	paper	\$1.00	\$0.00
	Final ROW Plans	0	11x17	4	1	paper	\$0.10	\$0.00
	ASCII Files of Raw Survey Data	0		1	1	CD	\$1.00	\$0.00
	Mailings	0		1			\$25.00	\$0.00
							Subtotal	\$0.00

**Macon County Board Resolution Appropriating
Additional Funds for Environmental Design Work
on the Reas Bridge Road Bridge Replacement Project**

RESOLUTION NO. H-2011-10-16

WHEREAS, additional funds need to be appropriated for Environmental Design Work on the Reas Bridge Road Bridge Replacement Project, Section 14-00268-03-EG

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

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Sixty Five Thousand Thirty One Dollars and No Cents (\$65,031.00) from County Matching Line Item 031-000-7780 (FY 16) to cover above expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2016, and will be paid 100% by Macon County with 100% reimbursement from the State of Illinois.

PRESENTED, PASSED, AND APPROVED this 13th day of October 2016.

AYES _____ NAYS _____


MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

By:

Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

Kevin R. Greenfield, Chairman
Macon County Board

Municipality	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Chastain & Associates LLC
Township Whitmore			Address 5 N. Country Club Road
County Macon			City Decatur
Section 14-00268-03-EG			State IL

THIS **AMENDED AGREEMENT** is made and entered into this ____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Reas Bridge Road Lake Decatur Bridges Replacement

Route FAU 7355 Length 0.66 Mi. 3500 FT (Structure No. 058-3032, 3033)

Termini Reas Bridge Road/ Between Christmas and Star Route Road

Description:

The two-lane structures on Reas Bridge Road will be replaced with four-lane structures as part of the Macon County Beltway, and the roadway improvements will encompass the entire lake crossing and tie down outside those limits.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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

The LA Agrees,

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum. **SEE ADDENDUM**

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. **SEE ADDENDUM**
- "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,



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

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

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

ATTEST:

By _____

By _____

Title _____

Title _____

Approved

Date
Department of Transportation

Regional Engineer

Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds

Reas Bridge Road Lake Decatur Bridges Replacement (SN 058-3032 & 3033)

Revise item 1 and the 1st paragraph of item 2 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1g a sum of money NOT TO EXCEED \$1,154,976 on the basis of a Direct Labor Multiple of 3.0.