1. **Call to Order**

2. **Approval of Minutes**
   - May 23, 2022

3. **Informational Items / Reports / Other Minutes / Updates**
   - Greater Peoria Sanitary District Minutes
   - Facilities Master Plan

4. **Resolutions**
   - Architecture and Engineering Services for Public Defender and IT Services remodel
   - Cedar Hills Drive Resurfacing Bid Letting
   - Construction Engineering Agreement for Cedar Hills Drive resurfacing
   - Supplemental Construction Appropriation for Glen Avenue reconstruction
   - Amendment to Local Agency Agreement for Brimfield Jubilee Road bridge replacement
   - FY2023 Peoria-Pekin Urbanized Area Transportation Study (PPUATS) Agreement
   - Intergovernmental Agreement with City of Peoria for Traffic Control Devices
   - Multi-Township Bids for Sealcoating and Tilling

5. **Committee Action**
   - Review of Executive Session Minutes

6. **Miscellaneous**

7. **Adjournment**
CALL TO ORDER
Chairman Salzer called the meeting to order at 2:00 p.m.

APPROVAL OF MINUTES
A motion to approve the minutes of April 25, 2022 was made by Mr. Reneau and seconded by Mr. Dillon. The motion carried unanimously (3-0).

INFORMATIONAL
- Greater Peoria Sanitary District (GPSD) Minutes
Mr. Johnson directed committee members to the submitted minutes of April 19, 2022 and stood for any questions. There were no questions or comments from committee.

- Facilities Master Plan
Mr. Little provided an update on FY2022 budgeted projects, including:
  - A portion of the equipment on order for the County Boardroom AV upgrade has been delivered although the project will not begin until all parts have been received. The project is anticipated to begin by the 3rd quarter of 2022.

Mr. Reneau noted the deteriorating conditions throughout the courthouse plaza asked if and when maintenance and repair work would take place. Mr. Little advised that he is awaiting information on grant funding which would assist in completing some of those repairs. He commented that it has been determined that the cost to make all necessary updates and repairs to the plaza would total approximately $3 million.

A motion to allow the participation of Ms. Pastucha via teleconference was made by Mr. Reneau and seconded by Ms. Duncan. The motion carried unanimously (4-0).

- Public Meeting to provide input regarding the National Pollutant Discharge Elimination System (NPDES) Program
Mr. Salzer called the Public Meeting to order.

A motion to allow the participation of Ms. Pastucha and Mr. Watkins via teleconference was made by Mr. Dillon and seconded by Mr. Reneau. The motion carried unanimously (3-0).
Mr. Gilles advise that the U.S. Environmental Protection Agency requires Peoria County to hold a public hearing on the National Pollution Discharge Elimination System. He stated that all non-compliance violations found in a 2018 audit performed by the EPA have been remedied with the exception of the following:

**Violation 4:** The County has not prohibited through ordinance or other regulatory mechanism non-storm water discharges into the County’s storm sewer system and to implement appropriate enforcement procedures and actions and a program to respond to such discharges in a timely manner.

Mr. Gilles advised that Violation #4 necessitates the creation of an Ordinance and enforcement procedures.

There being no further comments, Mr. Salzer declared the Public Meeting closed.

**RESOLUTIONS**

- **Professional Services Agreement for Glasford Road grant application**
  A motion to approve was made by Mr. Reneau and seconded by Mr. Dillon. Mr. Gilles advised that the U.S. Department of Transportation is accepting grant applications for three separate infrastructure funding opportunities. He stated that after review of the programs, Peoria County has made the decision to apply for a RURAL Grant for Glasford Road repair. He stated that the resolution before the committee will allow Peoria County to enter into an agreement with Hanson Professional Services to prepare the grant application for Glasford Road, at a cost not to exceed $30,000.00.

  The motion to approve carried unanimously (4-0).

- **Quotations for Pavement Marking Materials**
  A motion to approve was made by Mr. Dillon and seconded by Mr. Reneau. Ms. McLaren advised no quotations were received for pavement marking materials in the annual request for quotations for materials for the highway department. She stated that a second request for quotations resulted in an acceptable quotation from Colorado Paint Company, and staff recommends approval of the materials quotation, to be purchased on an as needed basis.

  The motion to approve carried unanimously (4-0).

- **Quotations for Aggregate for Hallock Township road construction**
  A motion to approve was made by Mr. Reneau and seconded by Mr. Dillon. Ms. McLaren advised that a bid letting for aggregate necessary for a Hallock Township road project resulted in a sole bid from Galena Road Gravel. She advised that staff recommends approval of the quotation, with purchases dependent on needs and availability.

  The motion to approve carried unanimously (4-0).

- **Agreement with Illinois Environmental Protection Agency for Dry Run Creek Erosion Mitigation Project**
  A motion to approve was made by Mr. Dillon and seconded by Mr. Reneau. Ms. McLaren advised of ongoing erosion issues in an area of Dry Run Creek near Swords Avenue in West Peoria which have been caused by heavy rainfall and flash flooding. She stated that EPA funding was applied for and has been received which will assist in erosion mitigation, and staff requests approval of an Intergovernmental Grant Agreement between Peoria County and the Illinois Environmental Protection Agency for erosion mitigation along Dry Run Creek.

  The motion to approve carried unanimously (4-0).
• **Engineering and Surveying Services for Dry Run Creek Erosion Mitigation Project**

A motion to approve was made by Mr. Dillon and seconded by Mr. Reneau. Ms. McLaren advised that staff requests approval of an engineering agreement with Mohr & Kerr and Christopher B. Burke Engineering to provide engineering design and construction inspection of the Dry Run Creek erosion mitigation project.

The motion to approve carried unanimously (4-0).

**MISCELLANEOUS**

Mr. Reneau advised thanked the Highway Department for the installation of speed limit signage along Sheridan Road in response to a constituent’s concerns.

Mr. Dillon thanked Sheriff Asbell and the Sheriff's Department for providing a tour of the jail facility to county board members prior to the meeting of the committee.

Mr. Dillon recognized and thanked Shawn Stanley of the Facilities Department for his exemplary service as a Peoria County Team Member.

**ADJOURNMENT**

The meeting was adjourned by Chairman Salzer at 2:31 p.m.

*Recorded and Transcribed by: Jan Kleffman*
The regular meeting of the Board of Trustees of the Greater Peoria Sanitary and Sewage Disposal District was held on Tuesday, May 17, 2022, at the office of the District, 2322 South Darst Street, in the City and County of Peoria, State of Illinois, and within the boundaries of said District at the hour of 9:34 A.M.

Chairperson Gates declared that an in-person meeting with all members present is not practical or prudent due to the state-declared public health emergency relating to COVID-19. In compliance with the Governor of Illinois’ Executive Order in Response to COVID-19 (COVID-19 Executive Order No. 5), dated and executed March 16, 2020, and further Executive Orders, roll call showed the following individuals were present via teleconference: Trustee Thomas Broadway Jr., Trustee Stephen M. Morris, Trustee Heather L. McCord, Director of Finance Joseph C. Merkle, Director of Administration Michelle R. Mortland, and Director of Planning and Construction Timothy F. Leach. The following individuals were present in person: Trustee Robert C. Gates, Trustee Matthew R. Bender, Attorney James Kane, and Executive Director Brian F. Johnson. All members could hear each another in discussion and testimony.

Chairperson Gates stated that there was a quorum, and that the meeting was duly and legally convened for the transaction of business.

Chairperson Gates next opened the meeting for public participation. Comments from the public were solicited via e-mail on the District’s website, as well as in person. Cheryl Budzinski, League of Women Voters, attended the meeting in person, but had no comments. There being no further response, the public participation period closed.

Chairperson Gates stated that the next order of business was the organization of the Board of Trustees for the current fiscal year ending April 30, 2023, including the election of officers. He asked for nominations for the various offices of the Board of Trustees. Trustee Bender nominated the following slate:

- President: Robert Gates
- Vice President: Matthew Bender
- Treasurer: Heather McCord
- Clerk: Stephen Morris
- Assistant Clerk: Thomas Broadway, Jr.

Nominations were seconded by Trustee McCord. There being no further nominations, nominations were closed. On voice vote being taken, all Trustees voted “Aye”. Chairman Gates declared the officers elected.

Operating reports for the Finance, Administration, Operations, and Planning and Construction Departments were thereafter discussed with various questions answered thereto.

Chairperson Gates asked if any items should be removed from the Consent Agenda which included: approval of the minutes of the regular meeting held on Tuesday, April 19, 2022; payment of the list of bills totaling $2,173,505.74; approval of the Investment Committee’s
recommendations for the following investment: PMA Financial - US Treasury Note, in the amount of $2,000,000.00 for a term of 12 months with a 2.06% yield; authorization of delinquent accounts listed as Batch #210 Illinois American Water Company, Batch #109 Village of Peoria Heights, and Batch #107 Pleasant Valley Water Company be forwarded for disconnection from service in accordance with the applicable water shutoff arrangements; and appointment of all Trustees as members of the Board of Local Improvements for FY 23. Trustee Bender moved to approve the items on the Consent Agenda, seconded by Trustee McCord. Following discussion and upon roll call vote being taken, Trustees Broadway, Morris, McCord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Gates declared the items on the Consent Agenda approved.

The Executive Director next recommended approving Sewer Lining Project 14, Change Order No. 1 – Final with Hoerr Construction, Inc. for $60,699.10 addition with an adjusted completion date of May 30, 2022. Trustee McCord moved to approve the recommendation, which motion was seconded by Trustee Bender. Following discussion and on roll call vote being taken, Trustees Broadway, Morris, McCord, Bender, and Gates voted “Aye” and there were no “Nays”. Chairperson Gates declared the motion carried.

The Executive Director next updated the trustees regarding various topics, including the Illinois River Study Group Meeting, Phosphorous Removal Success, National Biosolids Research Project, Cybersecurity & Infrastructure Security Agency – Audit, and the Levee Grant Timeline.

There being no further business to come before the Board, the Chairperson declared the meeting adjourned at 10:36 A.M.

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Clerk
<table>
<thead>
<tr>
<th>FACILITY</th>
<th>PROJECT</th>
<th>ISSUE</th>
<th>SOLUTION</th>
<th>STATUS</th>
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<tbody>
<tr>
<td>Courthouse</td>
<td>Board Room &amp; 402 AV Systems Upgrade</td>
<td>The Peoria County Board &amp; Committee meeting rooms AV Systems are outdated and will not support current technology for online streaming of meetings</td>
<td>Issue RFP for Solutions</td>
<td>Configuration has been finalized and PO issued. Expect delivery 3rd quarter 2022.</td>
</tr>
<tr>
<td>JDC</td>
<td>Water Softener Replacement</td>
<td>JDC water softener stopped working. After review it was determined to replace and not repair.</td>
<td>Replace JDC water softener</td>
<td>On Order</td>
</tr>
<tr>
<td>JAIL</td>
<td>Domestic Hot Water Boiler Repair</td>
<td>One of the domestic hot water boilers has failed at the Jail.</td>
<td>Issue PO to Ruyle for repair of boiler. Furnish &amp; install replacement hot water coils, plates, &amp; gaskets.</td>
<td>Completed</td>
</tr>
<tr>
<td>JAIL</td>
<td>2022 CLIP Project</td>
<td>HVAC energy savings opportunities at Peoria County Jail</td>
<td>Apply for 2022 CLIP Project, that upgrades VAV controls on AHU 113 &amp; 14 and upgrades chilled water system.</td>
<td>Approved at May County Board Meeting. PO has been issued. Parts are ordered.</td>
</tr>
<tr>
<td>Courthouse</td>
<td>IT Space Optimization &amp; Public Defender Office Space</td>
<td>Office Space for Public Defender &amp; Space Optimization for IT.</td>
<td>Engage Dewberry in interior remodel study of recorder of deeds space for Public Defender and optimization of current IT space for IT.</td>
<td>Department analysis and space interior study completed. Architecture and Engineering agreement going to June Committee and July Board Meeting.</td>
</tr>
<tr>
<td>JDC</td>
<td>Cooling Tower Replacement</td>
<td>The existing Air-Cool cooling tower has excessive corrosion, calcium deposits, and leaks in multiple locations.</td>
<td>Replace Cooling Tower</td>
<td>Project Complete</td>
</tr>
<tr>
<td>JAIL</td>
<td>AHU 13 &amp; 14 Controllers</td>
<td>As part of the 2019-2020 controllers upgrade project at the Jail all AHU controllers were not upgraded due to budget.</td>
<td>ECSI to furnish, install, and configure new controllers for AHU-13 &amp; AHU-14.</td>
<td>Project Complete</td>
</tr>
<tr>
<td>One Tech Plaza</td>
<td>Carpet &amp; Paint</td>
<td>State of Illinois requested new carpet &amp; paint as part of new 5 year lease that started January 01, 2021</td>
<td>Cost of carpet &amp; paint to be paid by State of Illinois as part of the 5yr lease.</td>
<td>Project Complete</td>
</tr>
<tr>
<td>Courthouse</td>
<td>County Clerk and Recorder of Deeds</td>
<td>The County Clerk and Recorder of Deeds functions have been combined and the space on the first floor needs to be remodeled to accommodate these functions.</td>
<td>Remodel the current County Clerk area to accommodate this merger of functions.</td>
<td>Project completed 12-12-17.</td>
</tr>
<tr>
<td>Courthouse</td>
<td>Circuit Clerk and Exterior Building Water Infiltration Issue</td>
<td>Water is infiltrating the building on the Jefferson Street side and running into the Circuit Clerk Office area.</td>
<td>Investigate where and how the water is infiltrating the building and eliminate the problem.</td>
<td>Project substantially complete 08-16-19.</td>
</tr>
<tr>
<td>Courthouse</td>
<td>New Front Doors</td>
<td>Access/Egress security</td>
<td>Renovate all entry and exit points including Sally Port</td>
<td>Needs Funding</td>
</tr>
<tr>
<td>Courthouse</td>
<td>Judges Break Area</td>
<td>Area has original appliances and casework.</td>
<td>Update the appliances and casework.</td>
<td>Completed 04-08-19.</td>
</tr>
<tr>
<td>Courthouse</td>
<td>Courts Remodel</td>
<td>Multiple deficiencies per current courts standards</td>
<td>Study, reprogram, plan and design upgrades</td>
<td>Courthouses 123, 222, 322, 221, and 121 completed and operational.</td>
</tr>
<tr>
<td>Courthouse</td>
<td>KVO Memorial</td>
<td>Create a war memorial honoring all veterans who have died while in service for all conflicts since WWII.</td>
<td>KVO Committee was created to define, fund raise, and construct a war memorial honoring all veterans that died in duty since WWII.</td>
<td>Work substantially complete on October 5, 2018. Dedication was October 20, 2018. Third statue due by Spring of 2021.</td>
</tr>
<tr>
<td>Courthouse</td>
<td>Domestic Hot Water</td>
<td>The 3&quot; domestic hot water line that runs from the &quot;Old Side&quot; to the &quot;New Side&quot; of the Courthouse is leaking and needs to be replaced.</td>
<td>Replace the 3&quot; galvanized pipe and fittings with 3&quot; PEX pipe and fittings.</td>
<td>Infrastructure Committee and Board approved the project in May with Illini Plumbing. Work completed 04-24-20.</td>
</tr>
<tr>
<td>Brandywine Building</td>
<td>Election Commission Relocation</td>
<td>The Election Commission needs to vacate the City owned facility. New accommodations need to be found and fit-out for this move.</td>
<td>A lease has been entered into to allow for the Election Commission to relocate. New facility needs to be properly fit-out.</td>
<td>Project was Substantially Complete on Monday, 09-17-18. User Group has moved into the space 09-12-18.</td>
</tr>
<tr>
<td>Jail</td>
<td>Jail Fire Alarm Upgrade Phase II</td>
<td>The Fire Alarm System (FAS) in the 1985 portion of the Jail is obsolete. The FAS in the Addition does not integrate with the Original Jail FAS. A new code compliant and UL Listed FAS will resolve these issues.</td>
<td>Replace both FAS with a single code compliant and UL Listed system</td>
<td>Project Complete</td>
</tr>
<tr>
<td>Jail</td>
<td>Jail Central Control</td>
<td>Central Control equipment at the Jail is the original from 1985 and controls doors, alarms, cameras. It provides the electronic backbone of Jail Security.</td>
<td>Final phase of project. Update cell block guard stations/control centers; intercom systems; and additional video cameras</td>
<td>Project Complete.</td>
</tr>
<tr>
<td>Jail</td>
<td>Jail Generator / Transfer Switch</td>
<td>Generator and transfer switch for 1985 Jail have far exceeded useful life and parts are not available. 24/365 power is necessary at the jail.</td>
<td>Replace generator and transfer switch for 1985 Jail</td>
<td>Project Completed.</td>
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<td>Project</td>
<td>Description</td>
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<tr>
<td>Jail Improvements</td>
<td>Mechanical systems in cell blocks of 1985 jail need replacement. Electrical, Plumbing, HVAC, and Locks will be replaced in 1 cell block per year for next 8 years. AHUs 1-12 Upgrades are completed. Fire Alarm upgrade complete.</td>
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<tr>
<td>Jail Improvements</td>
<td>Cell locks at the Jail are beyond their useful life and require replacement. Replace locks in batches as funds are appropriated. Ph 1 lock installation completed.</td>
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<tr>
<td>Jail Improvements</td>
<td>Cell locks at the Jail are beyond their useful life and require replacement. Replace locks in batches as funds are appropriated. Ph 2 in Capital Budget for 2017. Jail Administration deciding on next cell block(s). PO to follow.</td>
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<tr>
<td>Jail Improvements</td>
<td>AHUs 1-9 are original 1985 jail equipment. They operate on DOS based operating system and have minimal operating controls. Upgrade the operating system to Automated Logic System that is used in HO and JDC. Upgrade control valves and install VFDs. AHUs 1-12 upgrades are completed.</td>
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<tr>
<td>Jail</td>
<td>The original rolling/locking gates of the original Jail have exhausted their useful life. New gates are required. Replace the East Side rolling/locking gate in 2019. Budget for the West Side rolling/locking gate in 2018 Capital Budget. Project Funds diverted to Ring Road Phase 2. Jail Administration and Facilities are reviewing “work around” for East Gate operation.</td>
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<tr>
<td>Jail</td>
<td>Fire alarm panel, many detectors and related equipment are at or beyond its useful life. Phase 1 is to engage a consultant to design and develop specifications for a replacement system. Phase 1 Completed. Phase II Work Awarded.</td>
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<tr>
<td>Jail</td>
<td>Study physical, operational and cost feasibility of expanding Jail. Study completed.</td>
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<tr>
<td>Jail</td>
<td>Wet weather this spring and summer has accelerated the life cycle replacement need of the Jail’s ring road and loading dock area. Saw cut, remove, and replace multiple sections of concrete roadway. Ph 1 completed on 10-30-15.</td>
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<tr>
<td>Jail</td>
<td>Wet weather this spring and summer has accelerated the life cycle replacement of the Jail’s ring road and loading dock area. Saw cut, remove, and replace multiple sections of concrete roadway. L&amp;G Concrete completed several 2019 areas. The 2020 loading dock cost is estimated to be double the 2020 Capital Funds available. Bid Package on hold until Covid-19.</td>
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<tr>
<td>Jail</td>
<td>Survey the exterior masonry walls, identify the areas that need attention, prepare and bid the repair work. MWREA to provide a Scope-Of-Work so we can bid exterior masonry repairs. Covid-19 has this project on hold.</td>
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<tr>
<td>Jail</td>
<td>Several areas of the Jail show masonry wall deterioration. There is a need to repair the masonry walls for structural integrity and water infiltration elimination. Project deferred due to funding.</td>
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<tr>
<td>JDC</td>
<td>Several areas of the JDC parking lot and driveway need to be milled, resurfaced, and striped. Bid Package for this work delayed. Covid-19 has this project on hold.</td>
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<tr>
<td>JDC</td>
<td>To better control the HVAC systems at JDC, additional controllers are needed along with the infrastructure for the controllers to talk to the building automation system. Design, procure, and install technology needed to achieve result. Project complete.</td>
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<tr>
<td>JDC</td>
<td>JDC Site Grading Sally Port Road washes out / floods preventing transport. Drainage improvements made. Ph 1 completed 10-30-15.</td>
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<td>JDC</td>
<td>Central Control equipment at JDC is the original equipment and controls doors, alarms, cameras. It provides the electronic backbone of security. Initial phase of project. Update control center. Work substantially complete.</td>
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<tr>
<td>JDC</td>
<td>The carpet and hard surface flooring in the facility needs to be replaced. Most of the flooring is original to the facility. Bids Packages were issued twice. The second Bid Package was approved. Project proceeded. Project completed in May 2020.</td>
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<tr>
<td>PCAPS</td>
<td>Isolation of sick animals. Create isolated area. Project complete.</td>
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<tr>
<td>PCAPS</td>
<td>Separation of aggressive animals. Create new separate entry point. Project complete.</td>
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<tr>
<td>PCAPS</td>
<td>Roof is beyond useful life and is leaking. Install new roof, gutters, and downspouts. Project complete.</td>
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<tr>
<td>PCAPS</td>
<td>Parking lot has multiple holes and needs to be milled and re-surfac ed. Mill, resurface, and stripe the parking lot. Project complete.</td>
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<tr>
<td>PCAPS</td>
<td>Interior front office needs to be upgraded. Install ceiling, new HVAC and lighting into grid, and new carpet. Project completed.</td>
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<td>ALL</td>
<td>Record storage and management Conduct more in-depth analysis and study Future Project</td>
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<tr>
<td>ALL</td>
<td>Basement storage compartmentalization and security See reference above to County-Wide study Records moved from Gift Avenue to H.O.</td>
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<tr>
<td>ALL</td>
<td>Hazardous materials Abate and demolish this facility. Completed October 2015.</td>
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<tr>
<td>ALL</td>
<td>Space utilization Conduct analysis/study Completed</td>
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<tr>
<td>ALL</td>
<td>Life Safety Deficiencies Conduct Health Life Safety survey and implement corrective measures Future Project</td>
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<tr>
<td>EMA</td>
<td>Physical environment no longer conducive to operational mission. Develop a short and long term facility replacement plan. Future Project</td>
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<tr>
<td>Future Use of HCWC</td>
<td>Adaptive re-use for the public good w/o cost to Peoria County Develop Business Plan to determine operational and physical viability as self sustaining entity Future Project. Discussion in progress with Federal Representatives.</td>
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<tr>
<td>Future Use of HCWC</td>
<td>Property financial and legal liability for Peoria County Sell property to entity approved by State of Illinois. Future Project. Discussion in progress with Federal Representatives.</td>
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<tr>
<td>Future Use of HCWC</td>
<td>Minimize as financial and legal liability Demolish physical structures, clear land under County control and revert to natural prairie habitat. Front 9-Houses abated and demolished November 2014.</td>
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<tr>
<td>Highway</td>
<td>West Campus</td>
<td>Courthouse</td>
<td>JDC</td>
<td>PCAPS</td>
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<tr>
<td>Restroom and Mechanical Systems Replacement</td>
<td>Bel-Wood Kitchen Use</td>
<td>County Boardroom Accessibility</td>
<td>Roof Replacement</td>
<td>PCAPS Quarantine</td>
</tr>
<tr>
<td>Sub-standard restrooms and mechanical systems</td>
<td>Need expanded capacity and “newer” equipment</td>
<td>Public accessibility to County Boardroom</td>
<td>Roofs at end of life cycle</td>
<td>Isolation of sick animals</td>
</tr>
<tr>
<td>Renovate restrooms and Upgrade mechanical systems</td>
<td>Study physical, operational and cost feasibility of renovating portions of Bel-Wood</td>
<td>Plan, design and remodel</td>
<td>Replace roofs</td>
<td>Create isolated area</td>
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<td>Project complete.</td>
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</table>
AGENDA BRIEFING

COMMITTEE: Infrastructure  
LINE ITEM: 19741977738-54303 – Dewberry  
19741977738-53009 – Risk Reserve  
MEETING DATE: 06/20/2022  
AMOUNT: $148,500

ISSUE: Peoria County Public Defender and IT Services Remodel - Architecture and Engineering Services

BACKGROUND/DISCUSSION:

In 2018 Dewberry was contracted by Peoria County to perform a facility utilization analysis. The purpose of that analysis was to study the current use of space within 6 facilities and make recommendations for the more efficient and effective use of this space. Two of the recommendations were the relocation of the Public Defender to the old County Recorder’s Office and renovation of the current IT Services space.

**Public Defender**

The current staff within the Public defender’s office are currently scattered across the courthouse. The department would benefit from consolidating into one ADA accessible location. The addition of new full-time employees requires a much larger single space with individual offices, meeting space, and security.

The former County Recorder’s office is vacant and could accommodate the accessible private offices, conference room, and secure reception that the Public Defender’s Office requires. The location is still in close proximity to the courts, and power, data, and mechanical infrastructure is in place.

**IT Services**

The IT department has sufficient space, although it isn’t designed to meet the department needs. A renovation of the exiting space to better connect staff, improve access to storage, and separate the computer room from office functions is needed. Currently only two of the four IT Managers have office, the other two are in cubicles. Additionally, nearly half of the staff are located in cubicles within the climate-controlled computer room.

New furniture and a new layout would allow the department to create an update office environment that is better suited to the work the staff performs. The IT offices would also benefit from a direct connection to the IT storage room. By eliminating the wall between spaces, employees could access the equipment from the storage area without having to leave the office. The joining of the spaces will include enclosing and reducing in size of the current computer room. In addition, the current fire suppression system would be decommissioned and replaced.

In February of 2022 a contract was signed with Dewberry to provide a study of the IT and Public Defender departments currently located in the Peoria County Courthouse. Dewberry worked with both departments to determine the feasibility of moving and renovating the current spaces. At the completion of the study Dewberry will use the information and approved schematic plans to move forward into full design and construction documents.

COUNTY BOARD GOALS: Effective Service Delivery

STAFF RECOMMENDATION:

Authorize the County Administrator to negotiate and execute a contract with Dewberry of Peoria, Illinois contingent on legal approval, for architecture and engineering services for the proposed renovations to the IT Services and Public Defenders departments at the Peoria County Courthouse not to exceed $148,500.

COMMITTEE ACTION:
A. Method of Payment and Contract Amount

Total lump sum for Dewberry’s Services: $138,250 in accordance with the terms as included in the Attachments to this Agreement

The standard billing rate schedule (Attachment A, dated 5.1.22) are attached hereto and made a part of this Agreement.

B. Terms and Conditions

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 1/17) for Dewberry’s Services are attached hereto and made a part of this Agreement.

C. Description of Services

Dewberry will provide architecture and engineering services for the proposed renovations to the I.T. Department and Public Defenders department of the Peoria County Courthouse. The renovated IT department and Public Defender department will be located on the lower level of the Courthouse, in two separate suites. Dewberry has previously conducted a pre-design study phase and has Owner sign off on the plans which will be used to move into the design development and construction documents phase. Our fee is based on the approved predesign plans. Dewberry bases this proposal on all work completed in one project, not phased work, and bid in one package for both departments to (1) awarded general contractor. The County will bid the work, award the work, and issue contracts to the awarded general contractor.

The scope of work is further described below in Attachment C.

Services covered by this Agreement will be performed in accordance with the Attachments referenced above. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. Dewberry will not be required to render services until this Agreement is signed, returned and the applicable retainer, if appropriate, is paid in full. Dewberry is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

Authorized Signatures

DEWBERRY

Date: 06/13/22

Scott Sorrel

Peoria County
324 Main Street, Room 502
Peoria IL 61602

Billing address
## Standard Hourly Billing Rate Schedule

<table>
<thead>
<tr>
<th>Dewberry</th>
<th>Hourly Rates</th>
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<td>Professional IV,V,VI</td>
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<td>Professional VII,VIII,IX</td>
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<td><strong>Survey Field Crews</strong></td>
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<td>With Laser Scanner 1, 2 Person</td>
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**Company Confidential and Proprietary**
ATTACHMENT B
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. Period of Offer. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.

2. Scope of Services. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:

a. The correctness or completeness of any written which was prepared by another entity.

b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.

c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.

d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.

e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.

f. Site safety or construction quality, means, methods, or sequences.

g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.

h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.

i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing design be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

3. Your Oral Decisions. Our duty of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally:

a. Make decisions relating to Services or the Agreement;

b. Request a change in the scope of Services under the Agreement;

c. Request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.

4. Proprietary Rights. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, properly damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).

5. Fees and Compensation. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.

6. Period of Service. The provisions of this Agreement and the compensation provided for under this Agreement have been established in anticipation of the orderly and continuous progress of the Services to be rendered. The Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.

7. Reimbursable Expenses. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.

8. Payment Terms. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.

9. Information from You and Public Sources. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.

10. Plan Processing. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.
11. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.

12. Your Claims. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
   a. You shall give us written notice within 10 days of the date you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
   b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
   c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
   d. We shall have 60 days from receipt of your expert’s written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.

13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, you shall be responsible, at your sole cost and expense, for any injury, bodily injury, property damage, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.

14. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.

15. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.

16. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.

17. Applicable Law and Forum Selection. The Commonwealth of Virginia’s laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, “Courts”) shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

18. Arbitration of Our Claims for Compensation. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You shall name as your counterclaim any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.

19. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforcibility of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party’s rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

20. Limitations on Liability. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and do not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding the contrary elsewhere in this Agreement, we shall be liable to you for incidental damages or punitive or exemplary damages, for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.

21. Payment of Attorney’s Fees. The losing party shall pay the winning party’s reasonable attorney’s fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

22. Indemnification. You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.

23. Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enhance, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

24. Notice. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.
I.T. DEPARTMENT AND PUBLIC DEFENDER REMODELING

Scope of Services:
Dewberry will provide architecture and engineering services for the proposed renovations to the I.T. Department and Public Defenders department of the Peoria County Courthouse. The renovated IT department and Public Defender department will be located on the lower level of the Courthouse, in two separate suites. Dewberry has previously conducted a pre-design study phase and has Owner sign off on the plans which will be used to move into the design development and construction documents phase. Our fee is based on the approved predesign plans. Dewberry bases this proposal on all work completed in one project, not phased work, and bid in one package for both departments to (1) awarded general contractor. The County will bid the work, award the work, and issue contracts to the awarded general contractor.

Design Development and Construction Phase:

1. Design Phase
   a. Initial coordination with Engineering disciplines.
   b. Develop reflected ceiling plans.
   c. Model demolition components and provide documentation of the same.
   d. Model new construction.
      i. Walls
      ii. Ceilings
      iii. Doors and glazed frames
      iv. Casework
      v. Mechanical systems
      vi. Electrical systems
      vii. Plumbing systems
   e. Coordinate with any County provided fixtures, furniture, and equipment.
   f. Develop interior finish schemes for review and comment by the County.
   g. Design Mtg No. 1 – review developed design and interior finish selections with the County to get their direction.
   h. Perform quality review and coordination checks.
   i. Design Mtg No. 2 – review developed design and interior finish selections with the County to get their direction.
   j. Design Submission – submit Design documents for review and approval.
   k. Receipt of County review comments and approval to proceed to Construction Documentation Phase.

2. Construction Documentation Phase
   a. Develop architectural, mechanical, electrical, and plumbing construction plans, sections, details, and schedules.
      i. Coversheet and Drawing Index.
      ii. Code Plan.
      iii. Floor Plans.
      iv. Dimension and Wall Type Plan.
      v. Reflected Ceiling Plans.
      vi. Interior and Casework Elevations.
      vii. Interior Door, Door Hardware, and Frame Schedule, and Elevations.
      viii. Construction Details.
      ix. Schedules.
   b. Develop project manual specifications.
      i. Coordinate front end specifications for procurement and contracting and general requirements with County.
      ii. Develop technical specification sections including Door Hardware specifications.
   c. Perform quality review and coordination checks.
   d. Construction Document Submission – submit Construction Documentation submission for final review and approval.
   e. Incorporation of County's final review comments.
   f. Develop opinion of probable cost.
Engineering Services:

a) Fire Protection
   a. Fire Protection suppression system for IT Room only.
   b. Demolition plan
   c. New work will be described with a performance specification for the new system in the remodeled area within IT.

b) Plumbing
   a. Add sink to Public Defender Office suite and IT Break Room.

c) HVAC
   a. Revise existing supply and return ductwork as required to accommodate the new architectural layout.
   b. Relocation of two (2) existing computer room units.
   c. Relocate fan coil unit in IT Storage room.

d) Electrical
   a. Provide new electrical plans
   b. Replace existing 2 x 2 U-Tube light fixtures,
   c. Replace existing 1 x 1 metal pan ceiling tiles, and 1 x 4 light fixtures.
   d. Replace existing florescent 2 x 4 light fixtures with LED fixtures (along with the new ceiling tile).
   e. Provide lighting controls for compliance with currently enforced energy conservation code.
   f. Provide new receptacle layout to accommodate new architectural floor plan.

e) Technology
   a. Revise access control for controlled entry into restricted areas in the facility. Security levels will be assigned to all staff that will determine authorized access by time, date, and secured opening location. Controlled ingress will be deployed for secured Owner-defined restricted areas inside the facility. All transaction data of authorized and unauthorized movement within the facility will be recorded and available for record output.
   b. The Structured Cabling System scope of work shall include ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, fiber, etc.), Work Are Outlet (WAO) floor plans, cable tray distribution, This Scope of Work includes technical specification writing, detailed CAD drawing development, coordination of WAO placement and furniture design, review of proposals and shop drawings submittals, final inspection and approval of certified structured cabling system testing for 20-year warranty.

f) Code compliance

g) Site Survey of existing conditions

h) Opinion of probable cost

i) Specifications

j) Includes (2) total meetings with the Users/ County

Deliverables to be provided will include the following:
1. Plumbing Plans and Specifications
2. HVAC Plans and Specifications
3. Electrical Plan and Specifications
4. Technology Plan and Specifications
5. Estimate of probable construction costs

Bidding Phase:
Dewberry shall attend a pre-bid and bid opening meeting facilitated by the County Purchasing team. During the bidding phase Dewberry will receive, document and answer questions in writing in the form of addenda. All bidders will be given the same information from which to bid. The bid opening will be executed as desired by the County. Following the bid opening Dewberry will provide a written recommendation for the County’s consideration.

Construction Administration Phase:
Dewberry shall provide the following services during the construction phase:
1. Dewberry shall visit the site no more than (3) times at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the work completed, and to determine if the work
observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, Dewberry shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and report to the Client (1) observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the work.

2. Dewberry shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings and Product Data and Samples.

3. Dewberry shall review and respond to requests for information about the Contract Documents. If appropriate, Dewberry shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

4. As required, Dewberry shall prepare Change Orders and Construction Change Directives in accordance with the Contract Documents.

5. Dewberry shall conduct (1) inspection to determine the date or dates of Substantial Completion and the date of final completion and prepare information to issue Certificates of Substantial Completion and a final Certificate for Payment based upon a final inspection indicating the work complies with the requirements of the Contract Documents.

6. Dewberry will not schedule, conduct or take meeting minutes for any project progress meetings with the contractor or its subs. If Dewberry is requested to attend, we will attend and invoice hourly for these additional meetings.

Direct Expenses shall be in addition to the Stipulated Sum fees and invoiced at 1.5 multiplier by Dewberry Architects Inc.

Limitations / Exclusions

1. Estimated construction and project costs will not include: moving costs, document scanning, furniture dealer services/costs.

2. Revisions to the facility structure that would require the engineering efforts of a license structural engineer.

3. CCTV system planning and design

4. Intercom System/mass notification system planning and design

5. Audio/Visual system planning and design.

6. Telephone/unified communications system planning and design

7. Distributed antenna systems for cellular and emergency radio systems planning and design

8. Project progress meetings with the contractors during Construction phase or tasks associated with progress meetings.

9. Phased work for the project including design time and drawings

10. Value Engineering services

11. Dewberry will be afforded timely access to the lease space for the purposes of observing and recording existing conditions configurations.

12. Any existing documents, which represent the existing conditions, will be provided to Dewberry for temporary use.

13. Any code required third party construction phase testing will be specified by Dewberry and provided by the Owner or Tenant.

14. Design work will be able to be performed in a contiguous manner without work stoppages or delays and according to a workflow efficient for Dewberry and its consultants.

15. Proposal assumes all work will be completed within one year from execution of contract (including project closeout activities).

16. Any work required that is for the betterment of the entire facility to the benefit of the building owner is excluded from this scope of work. This work may include upgrades to the building envelop (exterior doors, windows, walls, and roof), site work, utilities (electric, natural gas, communications, technology, and water), restrooms common to the entire facility, and rooftop units that service the entire facility.

17. Existing materials testing and/or destructive exploration of existing conditions are not included.

18. Existing exterior building envelope performance evaluations are not included.

19. Hazardous materials related services are not included. Refer to Attachment B, Section 13.

20. Furniture specifications are not included.

21. Interior signage specifications are not included.

22. Fire Protection Systems design beyond what is outlined above for the IT room.

23. Zoning interpretations and/or representations on the County or Owner’s behalf is not included.

24. Construction permits: Permitting, including applications, will be the responsibility of the Contractor.
25. Opinions of probable construction costs will be based on the firm’s experience and qualifications and represents our judgment as Design Professionals. Dewberry makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

Available Additional Services (not included in fee proposal)

While currently excluded from the proposed scope of services, Dewberry can include any of the following as additional services. Additional services will be performed on a time and material basis using standard hourly rates or for a negotiated fee.

1. Owner total project budget development.
2. Detailed construction cost estimates based on Uni-format breakdown.
3. Owner design meetings beyond the limit identified above.
4. Color renderings, animations, and physical models.
5. Design associated with upgrades to systems common to the entire facility.
TO THE HONORABLE COUNTY BOARD  

COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: Peoria County Public Defender and IT Services Remodel - Architecture and Engineering Services

RESOLUTION

WHEREAS, in 2018 Dewberry was contracted by Peoria County to perform a facility utilization analysis. The purpose of that analysis was to study the current use of space within 6 facilities and make recommendations for the more efficient and effective use of this space. Two of the recommendations were the relocation of the Public Defender to the old County Recorder’s Office and renovation of the current IT Services space; and

WHEREAS, the current staff within the Public Defender’s office are currently scattered across the courthouse. The department would benefit from consolidating into one ADA accessible location. The addition of new full-time employees requires a much larger single space with individual offices, meeting space, and security; and

WHEREAS, the former County Recorder’s office is vacant and could accommodate the accessible private offices, conference room, and secure reception that the Public Defender’s Office requires. The location is still in close proximity to the courts, and power, data, and mechanical infrastructure is in place; and

WHEREAS, the IT department has sufficient space, although it isn’t designed to meet the department needs. A renovation of the exiting space to better connect staff, improve access to storage, and separate the computer room from office functions is needed. Currently only two of the four IT Managers have offices, the other two are in cubicles. Additionally, nearly half of the staff are located in cubicles within the climate-controlled computer room; and

WHEREAS, new furniture and a new layout would allow the IT department to create an update office environment that is better suited to the work the staff performs. The IT offices would also benefit from a direct connection to the IT storage room. By eliminating the wall between spaces, employees could access the equipment from the storage area without having to leave the office. The joining of the spaces will include enclosing and reducing in size of the current computer room. In addition, the current fire suppression system would be decommissioned and relaced; and

WHEREAS, the cost of architecture and engineering services for the two projects is $138,500. The total cost with risk reserve is $148,500:

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, the County Administrator is authorized to negotiate and execute a contract with Dewberry of Peoria, Illinois, contingent on legal approval, for architecture and engineering services for the proposed renovations to the IT Services and Public Defenders departments at the Peoria County Courthouse not to exceed $138,500 from account 19741977738-54303 and $10,000 from account 19741977738-53009.

RESPECTFULLY SUBMITTED,
INFRASTRUCTURE COMMITTEE
AGENDA BRIEFING

COMMITTEE: Infrastructure     LINE ITEM: 036-2-036-5-514-55105
MEETING DATE: June 20, 2022     AMOUNT: $987,412.78

ISSUE: Cedar Hills Drive Resurfacing Bid Letting

BACKGROUND/DISCUSSION: Cedar Hills Drive between IL Route 40 and Bristol Hollow Road is a 0.8-mile-long curvy section of road with a large hill that descends to a bridge that crosses Dickison Run Creek. The road is a two (2) lane road until the hill, where a third lane consisting of a truck lane is constructed. The road carries 3,500 vehicles per day. Due to the nature of the curves and hill, the roadway is salted heavily in the winter to allow safe travel on Cedar Hills Drive, which leads to deterioration of the pavement. The existing asphalt pavement is in poor condition with a 2020 Pavement Condition Index (PCI) rating of 50. The paved shoulders are failing, and the Highway Department Maintenance crews are constantly patching the roadway.

The County solicited for bidders to resurface Cedar Hills Drive and received one (1) bids on June 10, 2022.

| R.A. Cullinan, a Division of UCM | Tremont, IL | $987,412.78 |

The project will require a contract to be originated between the County and R.A. Cullinan, a Division of UCM, Inc. for this construction project. The Highway Department will obtain a form of contract for the project and submit same for review and approval by the State’s Attorney Office. Upon approval of the contract, the County Administrator should then be authorized to sign the contract and the County Treasurer should then be authorized to issue checks for payments as required by the contract.

This project is located in District # 14 (Elsasser).

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the low bid of $987,412.78 from R.A. Cullinan, a Division of UCM, Inc.

 COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway     DATE: June 10, 2022
CEDAR HILLS DRIVE LOCATION MAP (PAGE 1 OF 2)
CEDAR HILLS DRIVE LOCATION MAP (PAGE 2 OF 2)
Eastbound lane repaired by Maintenance Dept.

Eastbound lane and curb repaired by Maintenance Dept.
Cedar Hills Drive

Looking East

Looking West

Westbound Drive and Truck Lanes

Shoulder West of Bridge
Cedar Hills Drive

Truck Lane and Shoulder Looking West

Truck Lane and Shoulder Looking East

Shoulder West of Bridge
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Total Bid: $987,412.78

As Read: $987,412.78
As Calculated: $987,412.78
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: CEDAR HILLS DRIVE RESURFACTING BID LETTING

RESOLUTION

WHEREAS, Peoria County solicited bids for the resurfacing of Cedar Hills Drive, designated as Section Number 21-00018-00-RS; and

WHEREAS, on June 10, 2022, the following bid was received:

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<th>Location</th>
<th>Amount</th>
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<tr>
<td>R.A. Cullinan, a Division of UCM</td>
<td>Tremont, IL</td>
<td>$987,412.78</td>
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WHEREAS, your Infrastructure Committee would recommend acceptance of the lowest responsible bid submitted by R.A. Cullinan, a Division of UCM, Inc. in the amount of $987,412.78 for the resurfacing of Cedar Hills Drive, designated as Section Number 21-00018-00-RS.

NOW THEREFORE BE IT RESOLVED that the low bid of R.A. Cullinan, a Division of UCM, Inc. in the amount of $987,412.78 for the resurfacing of Cedar Hills Drive, designated as Section Number 21-00018-00-RS, is hereby accepted as the lowest responsible bid meeting the needs and bid specifications of the County; and

BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to sign the contract for Section Number 21-00018-00-RS after review and approval by the State’s Attorney Office, and that the County Treasurer is hereby authorized to issue checks from the Motor Fuel Tax Fund in payment of estimates, as said estimates become due.

Respectfully Submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 036-2-036-5-514-54303
MEETING DATE: June 20, 2022  AMOUNT: $41,665.00

ISSUE: Resolution for a Construction Engineering Agreement with Hermann & Associates, LLC for the resurfacing of Cedar Hills Drive.

BACKGROUND/DISCUSSION: Resurfacing work on Cedar Hills Drive from IL Route 40 to Bristol Hollow Road is scheduled to start in August 2022. Due to staffing issues, the Highway Department does not have enough staff members to perform the construction engineering for the resurfacing of Cedar Hills Drive.

This resolution will allow Peoria County to enter into an agreement with Hermann & Associates, LLC to perform the construction engineering for the Cedar Hills Drive resurfacing.

COUNTY BOARD GOALS:

Infrastructure Stewardship

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway  DATE: May 24, 2022
Local Public Agency
Engineering Services Agreement

Using Federal Funds? □ Yes ☒ No

Agreement For MFT CE
Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency: Peoria County
County: Peoria
Section Number: 21-00018-00-RS
Job Number:

Project Number: 
Contact Name: Jeff Gilles
Phone Number: (309) 697-6500
Email: jgilles@peoriaounty.org

SECTION PROVISIONS

Local Street/Road Name: Cedar Hills Drive
Key Route: Cedar Hills
Length: 4100 Feet
Structure Number:

Location Termin: 1711 Cedar Hills Drive (WEST) & Approx 400’ East of Bristol Hollow Road (EAST)

Project Description
The general scope of project is for Phase III Engineering services during the resurfacing of Cedar Hills Drive from 1711 Cedar Hills Drive to approximately 400’ east of Bristol Hollow Road, including but not limited to patching, milling, HMA overlay, C&G removal & replacement, agg shoulder wedge & pavement marking.

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR
☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name: Hermann & Associates, LLC
Contact Name: Alicia Hermann
Phone Number: (309) 687-5566
Email: ahermann@hermannassoc.com

Address: 4603 N. Galena Road
City: Peoria Heights
State: IL
Zip Code: 61616

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities

Complied 05/23/22
AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:
- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- EXHIBIT F: Estimate of Hours & Direct Costs
- EXHIBIT G: IMEG Proposal

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.

2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER’S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.

4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.

5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER’S progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER’S work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.

8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

9. For Construction Engineering Contracts:
   (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
   (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.

10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).

2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.

4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as
determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: [Fixed]

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of 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.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data.
if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER’s schedule and fees for the remainder of the project shall be equitably adjusted.

5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER’s work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

7. The ENGINEER and LPA certify that their respective firm or agency:
   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person other than a bona fide employee working solely for the LPA or the ENGINEER to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ICS 580). The Drug Free Workplace Act requires that no grantees or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined in the Act. The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   (a) Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the employer's workplace.
      (2) Specifying the actions that will be taken against employee for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Completed 05/23/22
(b) Establishing a drug free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee's or contractor's policy to maintain a drug free workplace;
   (3) Any available drug counseling, rehabilitation and employee assistance program; and
   (4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).

11. For Construction Engineering Contracts:
   (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
   (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
   (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
   (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
   (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

<table>
<thead>
<tr>
<th>AGREEMENT SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Consultant</td>
</tr>
<tr>
<td>Hermann &amp; Associates, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subconsultants</th>
<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Subconsultant Total</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prime Consultant Total</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total for all work</td>
</tr>
</tbody>
</table>

Add Subconsultant
AGREEMENT SIGNATURES

Executed by the LPA:

Attest:

By (Signature & Date)

Name of Local Public Agency
Peoria County

Local Public Agency Type
County

Title
Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name
Hermann & Associates, LLC

Attest:

By (Signature & Date)

Title
Project Engineer

By (Signature & Date)

Title
Principal Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
EXHIBIT A
SCOPE OF SERVICES
To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below
See Attached
EXHIBIT B
PROJECT SCHEDULE

The project schedule will be dependent on the start date and progress of the contractor; however, we anticipate the following timeline.

Construction File Set Up - August 2022
Construction - 20 working days - End of August/September 2022
Documentation & Project Close Out - October 2022
## Exhibit C
### Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowable</th>
<th>Quantity</th>
<th>Contract Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
<td>20</td>
<td>$65.00</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>□ Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td>40</td>
<td>$15.50</td>
<td>$620.00</td>
</tr>
<tr>
<td>□ Shift Differential</td>
<td>Actual cost (Based on firm's policy)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Copies of Deliverables/Mylars (in-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Project Specific Insurance</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Monuments (Permanent)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Photo Processing</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ 2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>□ Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Recording Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Transcriptions (specific to project)</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Courthouse Fees</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Testing of Soil Samples</td>
<td>Actual Cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Lab Services</td>
<td>Actual Cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Vehicle Owned or Leased</td>
<td>Half Day</td>
<td>25</td>
<td>$32.50</td>
<td>$812.50</td>
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<tr>
<td>□ HMA Cores - Density Testing</td>
<td>IMEG Corporation (see attached)</td>
<td>19</td>
<td>$25.00</td>
<td>$475.00</td>
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<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td>$3,207.50</td>
</tr>
</tbody>
</table>

Completed 05/23/22
**Exhibit D**

**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Was the scope of services for this project clearly defined?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Was public notice given for this project?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Do the written QBS policies and procedures cover conflicts of interest?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6</td>
<td>Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7</td>
<td>Do the written QBS policies and procedures discuss the methods of evaluation?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>Project Criteria</td>
<td>Weighting</td>
<td></td>
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<tr>
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<tr>
<td>Add</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Do the written QBS policies and procedures discuss the method of selection?</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Selection committee (titles) for this project**

- Top three consultants ranked for this project in order
  - 1
  - 2
  - 3

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10</td>
<td>Were negotiations for this project performed in accordance with federal requirements.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11</td>
<td>Were acceptable costs for this project verified?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>12</td>
<td>Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>13</td>
<td>Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>14</td>
<td>QBS according to State requirements used?</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>15</td>
<td>Existing relationship used in lieu of QBS process?</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>16</td>
<td>LPA is a home rule community (Exempt from QBS).</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>
SECTION # 21-00018-00-RS
CEDAR HILLS DRIVE
(IL ROUTE 40 TO BRISTOL HOLLOW ROAD)

EXHIBIT A – PHASE III SCOPE OF SERVICES

Whereas Peoria County has engaged Hermann & Associates, LLC to provide professional engineering services related to the resurfacing of Cedar Hills Drive, Hermann & Associates, LLC agrees to provide the services described in the ensuing paragraphs.

The general scope of the project is to provide construction observation and documentation during the resurfacing of Cedar Hills Drive from 1711 Cedar Hills Drive to approximately 400' beyond Bristol Hollow Road, including but not limited to patching, milling, HMA overlay, curb & gutter removal & replacement, aggregate shoulder wedge, and pavement marking. Peoria County will be utilizing motor fuel tax funds for the project.

The following outlines the scope of services for the construction observation and documentation for the resurfacing of Cedar Hills Drive.

CONSTRUCTION OBSERVATION BASIC SCOPE OF SERVICES:

Hermann & Associates agrees to provide, to the satisfaction of Peoria County, certain phase III engineering services including construction observation, quality assurance testing and reporting, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the contractor until completion of work by the contractor and acceptance by Peoria County of the construction section. Prior to providing such services, Hermann & Associates will familiarize himself/herself with the contract documents, which will include the contract between Peoria County and the contractor and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

Hermann & Associates further agrees:

- To provide a resident construction engineer and other technical personnel to adequately perform the requirements of this agreement, and that the employees assigned to the project will possess the experience, knowledge, and character to qualify them for the duties each is to perform.

- To provide continuous observation of the work and the contractor’s operations for general compliance with the plans, specifications, and contract documents as construction proceeds, but Hermann & Associates does not guarantee the performance of the contract by the contractor.

- To contract with IMEG Corporation as a sub-consultant (direct cost) to perform density tests on hot-mix asphalt pavement cores.
• To provide qualified QC/QA engineers and inspectors at the site of the construction when required by the contractor’s operations, so that adequate sampling for inspection and testing can be performed in a timely manner on each contract item to determine acceptance of the work in compliance with the contract plans and specifications and the standard practices of IDOT.
  o Sampling frequencies for inspection and testing will be as prescribed by the specifications and IDOT requirements. That acceptance samples and tests and independent assurance samples and tests of materials will conform to the specifications, Project Procedures Guide, and methods prescribed by IDOT. For those items or products which may be accepted based on off-site test reports or certificates from the supplier to Peoria County or IDOT, Hermann & Associates will assure that the required reports or certificates have been received by the Resident Engineer before such items or products are incorporated into the work by the contractor. Hermann & Associates will conduct or coordinate the Quality Assurance sampling as required by the project specifications and special provisions.

• To accurately measure and/or compute all quantities of materials used on the contract(s) in accordance with the specifications and standard practices of IDOT. Records of such measurements and computations will be kept in accordance with the Documentation Section Policy Statement of the IDOT Construction Manual and will become part of the construction section records.

• To maintain the contract diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. Hermann & Associates shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction contract records.

• To furnish all necessary equipment and transportation for his/her personnel as required for work being performed as well as concrete sampling and testing equipment, computer, and safety equipment.

• To revise contract drawings to reflect as built conditions.

• To provide internal project administration & management including the overall day to day management of the project including coordination with Peoria County, IDOT, consultants, and other entities who may hold stake in the project. This will also include monitoring of Hermann & Associates’ project schedule, budget, and manpower needs.

• To perform internal quality assurance of construction documentation. At minimum, reviews will include checks for adherence to IDOT documentation and material acceptance policies, usage of proper pay items, review of quantity calculations, and review of engineers pay estimates.

**OUT OF SCOPE WORK:** The following services are not included in the scope of work but could be added by addendum at the County’s request.
  I. Construction Layout & Survey
**PAYROLL ESCALATION TABLE**

<table>
<thead>
<tr>
<th>CONTRACT TERM</th>
<th>MONTHS</th>
<th>OVERHEAD RATE</th>
<th>COMPLEXITY FACTOR</th>
<th>% OF RAISE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td></td>
<td>156.04%</td>
<td>0</td>
<td>2.00%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>START DATE</th>
<th>RAISE DATE</th>
<th>END DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2022</td>
<td>1/1/2023</td>
<td>12/31/2022</td>
</tr>
</tbody>
</table>

**ESCALATION PER YEAR**

<table>
<thead>
<tr>
<th>Year</th>
<th>First Date</th>
<th>Last Date</th>
<th>Months</th>
<th>% of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>6/1/2022</td>
<td>12/31/2022</td>
<td>7</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

The total escalation = 0.00%
<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>IDOT PAYROLL RATES ON FILE</th>
<th>CALCULATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$78.00</td>
<td>$78.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$67.50</td>
<td>$67.50</td>
</tr>
<tr>
<td>Project Engineer IV</td>
<td>$43.00</td>
<td>$43.00</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>$35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>$30.50</td>
<td>$30.50</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>$31.00</td>
<td>$31.00</td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>$23.00</td>
<td>$23.00</td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>$26.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>Administrator</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
</tbody>
</table>
# COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

## OVERHEAD RATE

<table>
<thead>
<tr>
<th>TASK</th>
<th>STAFF HOURS</th>
<th>PAYROLL</th>
<th>OVERHEAD &amp; FRINGE BENEFITS</th>
<th>DIRECT COSTS</th>
<th>FIXED FEE</th>
<th>SERVICES BY OTHERS</th>
<th>TOTAL</th>
<th>% OF GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Observation &amp; Documentation</td>
<td>365</td>
<td>12,315</td>
<td>19,216</td>
<td>3,208</td>
<td>4,064</td>
<td></td>
<td>38,803</td>
<td>93.13%</td>
</tr>
<tr>
<td>Administration &amp; Management</td>
<td>9</td>
<td>438</td>
<td>683</td>
<td>144</td>
<td></td>
<td></td>
<td>1,265</td>
<td>3.04%</td>
</tr>
<tr>
<td>QC/QA</td>
<td>10</td>
<td>553</td>
<td>862</td>
<td>182</td>
<td></td>
<td></td>
<td>1,597</td>
<td>3.83%</td>
</tr>
<tr>
<td>Subconsultant DL</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>384</td>
<td>13,306</td>
<td>20,761</td>
<td>3,208</td>
<td>4,990</td>
<td></td>
<td>41,665</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**OVERHEAD RATE:** 156.04%

**COMPLEXITY FACTOR:** 0
## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

<table>
<thead>
<tr>
<th>PAYROLL CLASSIFICATION</th>
<th>AVG HOURLY RATES</th>
<th>TOTAL PROJ. RATES</th>
<th>Construction Observation &amp; Documentation</th>
<th>Administration &amp; Management</th>
<th>QC/QA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hours</td>
<td>% Part.</td>
<td>Wgtd Avg</td>
<td>Hours</td>
</tr>
<tr>
<td>Principal</td>
<td>78.00</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>67.50</td>
<td>20.0</td>
<td>5.21%</td>
<td>3.52</td>
<td>10.0</td>
</tr>
<tr>
<td>Project Engineer IV</td>
<td>43.00</td>
<td>70.0</td>
<td>18.23%</td>
<td>7.84</td>
<td>65.0</td>
</tr>
<tr>
<td>Project Engineer III</td>
<td>35.00</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer I</td>
<td>30.50</td>
<td>290.0</td>
<td>75.52%</td>
<td>23.03</td>
<td>290.0</td>
</tr>
<tr>
<td>Engineering Tech III</td>
<td>31.00</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Tech II</td>
<td>23.00</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Tech I</td>
<td>26.00</td>
<td>0.0</td>
<td>0.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrator</td>
<td>25.00</td>
<td>4.0</td>
<td>1.04%</td>
<td>0.26</td>
<td>4.0</td>
</tr>
</tbody>
</table>

**TOTALS**

|                  | 384.0 | 100.0% | $34.65  | 365.0 | 100.00% | $33.74  | 9.0   | 100.0% | $48.61  | 10.0  | 100.0% | $55.25  | 0.0   | 0.0%   | $0.00   | 0.0   | 0.0%   | $0.00   |
SECTION # 21-00018-00-RS
CEDAR HILLS DRIVE
(IL ROUTE 40 TO BRISTOL HOLLOW ROAD)

EXHIBIT F: ESTIMATE OF HOURS & DIRECT COSTS

Construction Observation & Documentation

- Project File Set Up
  - Project Manager – 5 Hours
  - Project Engineer IV – 10 Hours
  - Project Engineer I – 25 Hours

- Construction Observation & Documentation
  - Project Engineer IV
    - 20 working days on site x Avg 2 hours/day – 40 Hours
    - 5 possible rain days helping with paperwork x 1 hour/day = 5 hours
  - Project Engineer I
    - 20 working days on site x Avg 10 hours/day – 200 Hours
    - 5 possible rain days working on paperwork x 8 hours/day – 40 hours

- Project Close Out
  - Project Manager – 5 Hours
  - Project Engineer IV – 10 Hours
  - Project Engineer I – 25 Hours

- Direct Costs
  - Vehicle Full Day Rate (greater than 4 hours) - 20 days
  - Vehicle Half Day Rate (4 hours or less) - 25 days
  - Overtime – 40 hours

QC/QA

- Project Manager – 5 Hours
- Project Engineer IV – 5 Hours

Administration/Management

- Project Manager – 5 Hours
- Administrative Manager – 4 Hours

Total Estimated Hours: 384 Hours
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>WORK DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Laboratory density testing of Bituminous Concrete Cores (Estimated)</td>
<td>$ 25.00</td>
<td>$ 475.00</td>
</tr>
</tbody>
</table>

Estimated Fee = $ 475.00

Notes:

(1) Repair of any damaged, unmarked Private Utilities will not be the responsibility of IMEG.

(2) Repair of any damaged site areas due to trafficking of exploratory equipment will not be the responsibility of IMEG.

(3) Please refer to "Additional Services" section of the formal proposal for additional information.
SHORT FORM SERVICES AGREEMENT

Client: Hermann & Associates, LLC
Address: 4603 North Galena Road
         Peoria Heights, IL 61616
Email: ahermann@hermannassoc.com
Phone: 309.687.5566
Date: May 12, 2022

Project Name: Cedar Hills Drive Density Testing
Project Location: Peoria County, Illinois

Attn: Alicia Hermann
Services Completed _____ days from Notice to Proceed
or by: December 31, 2022
Proposal valid for 45 days from the date of this offer.

1.0 SCOPE OF SERVICES: IMEG agrees to perform Construction Material Testing services for the Client as follows:
IMEG will perform laboratory testing on bituminous densities as requested by the Client and/or per the contract documents. Test result reports will be submitted to the Client / Owner as they are completed.

2.0 COMPENSATION
☐ Fixed Fee (includes project expenses) $ ______
☐ Time & Material NTE $ ______
☑ Time & Material Estimated Fee $ 475

3.0 ATTACHMENTS: IMEG Standard Terms and Conditions, IMEG Standard Hourly Rates

4.0 DOCUMENTS INCORPORATED BY REFERENCE
Acceptance of this Agreement is limited to and includes acceptance of the terms above, including all attachments, and all attachments are incorporated by reference. IMEG’s Standard Terms and Conditions supersede any other terms.
Services will be scheduled upon receipt of signed copy of this agreement. By signing and returning the first sheet of this agreement to IMEG, all parties agree to the terms and conditions listed herein.

IMEG Corp.

By: Scott M. Osmulski
Name: Scott Osmulski
Title: Peoria Operations Manager
Approved by: John Fellman

Hermann & Associates, LLC

By: Alicia Hermann
Name: Alicia Hermann
Title: Principal

Scott.M.Osmulski@imegcorp.com
SMO/ma
WFiles\Corporate\Team\C02C059\Proposals\3_Peoria Office\2022 CMT\Peoria County IL\20220612 Cedar Hills Drive Densities.docx
TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPHE Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employees and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitee shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitee as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promises that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the Engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work products of the Engineer developed for this Project are instruments of service owned by the Engineer. The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written
permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors. The Client shall provide a list of the release of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes as is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, the Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement shall be the amount of all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service. The Client shall be liable for all claims, damages, costs, defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or $25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provisions of the services within both the objections of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subcontractors and subcontracts, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of $1,000,000.00.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. The Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of any utility lines and subterranean structures within the proximity lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer’s then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expiration or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.

1. The equal opportunity clause of 41 CFR 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR 60-741(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. **Employer Reports on Employment of Protected Veterans** (41 CFR § 61-300.10)

a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:

   1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans; and

   2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and

   3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.

b. The above items must be reported by completing the report entitled “Federal Contractor Veterans’ Employment Report VETS-4212.”

c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.

d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:

   1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or

   2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).

e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer’s knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee’s veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20
## 2022 Standard Hourly Rates

Peoria Office - Field Services

(rates adjusted annually)

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Executive</td>
<td>$185</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>$145</td>
</tr>
<tr>
<td>Civil Project Engineer</td>
<td>$125</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$115</td>
</tr>
<tr>
<td>Geotechnical Engineer III</td>
<td>$175</td>
</tr>
<tr>
<td>Geotechnical Engineer II</td>
<td>$160</td>
</tr>
<tr>
<td>Geotechnical Engineer I</td>
<td>$125</td>
</tr>
<tr>
<td>Geotechnical Designer IV</td>
<td>$90</td>
</tr>
<tr>
<td>Geotechnical Designer III</td>
<td>$80</td>
</tr>
<tr>
<td>Land Surveyor III</td>
<td>$150</td>
</tr>
<tr>
<td>Land Surveyor II</td>
<td>$130</td>
</tr>
<tr>
<td>Land Surveyor I</td>
<td>$120</td>
</tr>
<tr>
<td>Senior Survey Technician</td>
<td>$100</td>
</tr>
<tr>
<td>Survey Technician III</td>
<td>$95</td>
</tr>
<tr>
<td>Survey Technician II</td>
<td>$75</td>
</tr>
<tr>
<td>Survey Technician I</td>
<td>$65</td>
</tr>
<tr>
<td>Senior Construction Administrator</td>
<td>$100</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$90</td>
</tr>
<tr>
<td>Senior Field Technician</td>
<td>$80</td>
</tr>
<tr>
<td>Field Technician IV</td>
<td>$70</td>
</tr>
<tr>
<td>Field Technician III</td>
<td>$60</td>
</tr>
<tr>
<td>Field Technician II</td>
<td>$55</td>
</tr>
<tr>
<td>Field Technician I</td>
<td>$50</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$50</td>
</tr>
<tr>
<td>CMT Local Testing - Half-Day</td>
<td>$245</td>
</tr>
<tr>
<td>CMT Local Testing - Full-Day</td>
<td>$400</td>
</tr>
</tbody>
</table>

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG’s other offices may have different billing rates. These rates can be provided upon request.*
2022 STANDARD LABORATORY TESTING FEES - CIVIL

AGGREGATE TESTING

Two-Point Proctor $100/test
Standard Proctor $185/test
Modified Proctor $200/test
Coarse and Fine Sieve Analysis $70/test
C. and F. Sieve Analysis w/#200 Wash $125/test
Material Fine than #200 by Washing $50/test

ASPHALT TESTING

Recycled Asphalt Pavement Extraction and Gradation $175/test
Laboratory Density Testing of Bituminous Cores $25/test
Asphalt Shingle Extraction and Gradation $200/test

CONCRETE AND MASONRY TESTING

3.75 x 3.75 Grout Prism $16/test
2 x 2 Mortar Cube $13/test
6 x 12 Concrete Cylinder Compression $14.50/test
4 x 8 Concrete Cylinder Compression $11.25/test
Flexural Strength of Concrete Beam $40/test
Corrugated Grout Prism Mold $9/each
Disposable Cylinder Molds $1.50/each
Special Capping for Irregular Surface $20/each
PCC Coring/Bit Wear $10/Each
Core Preparation and Compression $50/Each
Sawing Plane Ends $20/cut

SOILS TESTING

Atterberg Limits (LL, PL) $140/test
Unconfined Compression (Soil) $55/test
Remolded Strength (Soil) $30/test
Moisture & Density $50/test
Hydrometer Analysis $160/test
Hydraulic Conductivity $370/test
Falling Head Permeability $250/test
Organics by Loss on Ignition $80/Test

EQUIPMENT

Nuclear Density Gauge (1/2 Day) $50
Floor Flatness Meter $150/day
Concrete Core Drill & Generator $120/day
Nuclear Density Gauge (1 Day) $100
Mileage (per current IRS rate)* $0.585 m'

Note (*): Vehicle mileage billed portal to portal at current IRS rate.
Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement? ☐ Yes ☑ No

BE IT RESOLVED, by the Board of the County of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Hills Drive</td>
<td>0.78</td>
<td>C.H. D28</td>
<td>1711 Cedar Hills Drive</td>
<td>400' East of Bristol Hollow</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of construction engineering of the Cedar Hills Drive Resurfacing project.

2. That there is hereby appropriated the sum of forty one thousand six hundred sixty five and 00/100 $41,665.00 for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria 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 original of a resolution adopted by the Board of Peoria at a meeting held on July 14, 2022. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of .

(SEAL)

Clerk Signature Date

Approved

Regional Engineer Department of Transportation Date
NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number Insert the section number of the improvement the resolution covers.

Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA Insert the name of the LPA.

Contract or Day Labor From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length Insert the length of this segment of roadway being improved in miles.

Route Insert the Route Number of the road/street to be improved if applicable.

From Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No. Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route Insert the Route number on which the structure is located.

Location Insert the location of the structure.

Feature Crossed Insert a description of the major items of work of the proposed improvement.

1

2 Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ( ).
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk
Insert the name of the LPA clerk.

LPA Type
Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day Clerk is signing the document.

Month, Year
Insert the month and year of the Clerk's signature.

Seal
The Clerk shall seal the document here.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.

Following IDOT's approval, distribution will be as follows:
Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: CONSTRUCTION ENGINEERING SERVICES AGREEMENT RESOLUTION

RESOLUTION

WHEREAS, your Infrastructure Committee, having considered the economic effects of the following project, believes that the best interests of Peoria County will be served by the approval of a Construction Engineering Services Agreement using the Motor Fuel Tax Fund for:

Construction engineering for resurfacing of Cedar Hills Drive, designated as Section 21-00018-00-RS, at a cost not to exceed $41,665.00 with Hermann & Associates, LLC.

NOW THEREFORE BE IT RESOLVED, that the engineering agreement be approved, and that the County Administrator be designated as the officer to sign the agreement with Hermann & Associates, LLC for construction engineering of the resurfacing of Cedar Hills Drive, designated as Section 21-00018-00-RS upon review and approval by the State’s Attorney’s Office; and

BE IT FURTHER RESOLVED, that the County Treasurer is hereby authorized to issue checks from the Motor Fuel Tax Fund in payment for construction engineering services for Section 21-00018-00-RS.

Respectfully Submitted,

Infrastructure Committee
ISSUE: Resolution for Supplemental Construction Appropriation of MFT Funds for Glen Avenue Reconstruction

BACKGROUND/DISCUSSION: The Illinois Department of Transportation held a bid letting for the Glen Avenue project between Sheridan Road and Knoxville Avenue on April 29, 2022. The following bids were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Otto Baum Companies</td>
<td>Morton, IL</td>
<td>$5,288,285.85</td>
</tr>
<tr>
<td>McCarthy Improvement</td>
<td>Davenport, IA</td>
<td>$5,518,125.76</td>
</tr>
<tr>
<td>R.A. Cullinan</td>
<td>Tremont, IL</td>
<td>$6,353,266.92</td>
</tr>
<tr>
<td>Stark Excavating</td>
<td>Bloomington, IL</td>
<td>$6,530,600.00</td>
</tr>
</tbody>
</table>

Due to fuel price increases, material price increases, and labor shortages, the low bid from Otto Baum was 19.8% higher than the engineer’s estimate of $4,412,358.20. After discussions between County Staff, City Staff, and contractors, it was determined that if the bid prices were rejected and the project was bid again, the bids would be even higher. Additionally, the Federal STU funds for the project have to authorized prior to July 1, 2022. If they are not authorized, there is a chance the funds will be lost to the County.

This resolution is to appropriate an additional $1,300,000 of MFT funds for the construction of Glen Avenue. These funds will be used in addition to $1,274,000 in Federal STU funds, $193,891.06 in Federal COVID Funds allocated through IDOT, and the original MFT appropriation of $2,700,000.

As part of the project agreement, Peoria County is the lead agency for IDOT purposes and will pay the required local match of construction funds. The City of Peoria is paying for design engineering, construction engineering, and right of way acquisition costs. At the conclusion of the project, the agency that has paid the least amount towards the project will pay 50% of the difference between what each agency has paid. It is currently projected that each agency will pay $2,570,143.93 towards the project. The total estimated cost for all phases of the project is $6,414,285.85.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: May 27, 2022
# GLEN AVENUE ESTIMATED FINAL COST UPON COMPLETION

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>STU</th>
<th>County Share *</th>
<th>City Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$5,288,285.85</td>
<td>$1,274,000.00</td>
<td>$2,570,143.93</td>
<td>$1,444,142.93</td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>$546,000.00</td>
<td>-</td>
<td>$546,000.00</td>
<td>$546,000.00</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>$520,000.00</td>
<td>-</td>
<td>$520,000.00</td>
<td>$520,000.00</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$60,000.00</td>
<td>-</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,414,285.85</strong></td>
<td><strong>$1,274,000.00</strong></td>
<td><strong>$2,570,143.93</strong></td>
<td><strong>$2,570,142.93</strong></td>
</tr>
</tbody>
</table>

Percentage of Total Project Cost = 19.9% 40.1% 40.1%

* The County's share includes $193,891.06 of Federal COVID Relief Funds allocated to the County by IDOT.
Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?
☑ Yes ☐ No

BE IT RESOLVED, by the Board of the Local Public Agency Type of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Resolution Type: Supplemental
Resolution Number: 18-00029-00-PV
Section Number:

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Avenue</td>
<td>0.51</td>
<td>FAU 6650</td>
<td>Sheridan Road</td>
<td>Knoxville Avenue</td>
</tr>
</tbody>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Roadway reconstruction of Glen Avenue from Sheridan Road to Knoxville Avenue complete with sidewalks, curb & gutter, and drainage improvements.

2. That there is hereby appropriated the sum of one million three hundred thousand and 00/100********** Dollars ( $1,300,000.00 ) for the improvement of said section from the Local Public Agency’s allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria, 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 original of a resolution adopted by

Board of Peoria

at a meeting held on July 14, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of .

(C SEAL)

Clerk Signature Date

Approved

Regional Engineer
Department of Transportation Date
Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement? Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number
Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement the resolution covers.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type
From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Contract or Day Labor
From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:
Name Street/Road
Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length
Insert the length of this segment of roadway being improved in miles.

Route
Insert the Route Number of the road/street to be improved if applicable.

From
Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To
Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:
Name Street/Road
Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.
Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route
Insert the Route number on which the structure is located.

Location
Insert the location of the structure.

Feature Crossed
Insert a description of the major items of work of the proposed improvement.

1
Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ( ).

2
Instructions for BLR 09110 - Page 2 of 2

Name of Clerk    Insert the name of the LPA clerk.

LPA Type    Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.

Name of LPA    Insert the name of the LPA.

Governing Body Type    Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

Name of LPA    Insert the name of the LPA.

Date    Insert the date of the meeting.

Day    Insert the day Clerk is signing the document.

Month, Year    Insert the month and year of the Clerk's signature.

Seal    The Clerk shall seal the document here.

Clerk Signature    Clerk shall sign here.

Approved    The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Motor Fuel Tax Supplemental Appropriation for Reconstruction of Glen Avenue

RESOLUTION

WHEREAS, Glen Avenue between Sheridan Road and Knoxville Avenue is in need of reconstruction; and

WHEREAS, PEORIA COUNTY is eligible to receive $1,274,000 in Federal Surface Transportation (Urban) Funds and $193,891.06 in Federal COVID Funds for the project.

NOW, THEREFORE BE IT RESOLVED, that the sum of $1,300,000.00 is hereby appropriated from the County Motor Fuel Tax Fund for construction of Glen Avenue, designated as Section Number 18-00029-00-PV; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Motor Fuel Tax Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee
ISSUE: Resolution for Amendment to the Local Public Agency Agreement with the State of Illinois for Brimfield Jubilee Road Bridge Replacement

BACKGROUND/DISCUSSION: Structure Number 072-3010 on Brimfield Jubilee Road (C.H. D29) was replaced in 2021. The project was funded with federal funds through the Illinois Special Bridge Program (Major Bridge Program), with 80% of the construction and construction engineering funded with federal funds. The project was programmed with $1,360,000 in federal funds for construction and $72,000 in federal funds for construction engineering.

Bids for the project came in lower than expected, which lowered the amount of federal funds needed for construction. However, the Highway Department had two (2) staff engineers resign and was forced to hire a consultant engineer to oversee the project, which increased the expected cost of the construction engineering.

This Resolution allows the County to amend the original agreement with IDOT to use federal funding for the replacement of the Brimfield Jubilee Road Bridge. The amendment moves federal funding from construction into the construction engineering phase of the project. The amendment will allow the Highway Department to pay 80% of the construction engineering with federal funds, which is the maximum percentage allowed for the federal funds. The total savings to the County Bridge Fund will be $88,000 if the amendment is approved. The construction phase will still be paid at 80% as planned.

This project is located in County Board District # 16 (Windish).

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles
DEPARTMENT: Highway
DATE: June 1, 2022
December 21, 2021

Mr. Kensil A. Garnett, Deputy Director of Highways
Illinois Department of Transportation
Attn: Mr. Tony Sassine
401 Main Street
Peoria, IL 61602

Re: Brimfield Jubilee Road
Section 14-00113-04-BR
Job No. C-94-040-18
Request for Amendment to Local Agency Agreement for Federal Participation

Mr. Sassine,

In August 2015, Peoria County applied for $1,790,000 Major Bridge Funds ($1,432,000 Federal, $358,000 Local) for the replacement of S.N. 072-3010 on Brimfield Jubilee Road. Funds were awarded on June 1, 2016 for a Not to Exceed Federal amount of $1,432,000 for Construction and Construction Engineering. At the time of the application, Peoria County had planned on using staff to serve as the Resident Engineer of the project and only requested $90,000 ($72,000 Federal / $18,000 Local) for Construction Engineering. Unfortunately, Peoria County lost two (2) engineers in 2020 and have not been able to fill the positions. This required the County to make a Request for Qualifications and enter into a Construction Engineering Agreement with Hutchison Engineering in the amount of $196,749.80 for the project.

The construction contract for the project was awarded to Stark Excavating for $1,296,220.06. Peoria County had applied for $1,700,000 ($1,360,000 Federal / $340,000 Local) Major Bridge Funds for the construction.

The total cost of construction and construction engineering is $1,492,969.86, which is $297,030.14 less than the projected total cost of $1,790,000. Peoria County respectfully requests to amend the Local Public Agency Agreement for Federal Participation dated January 14, 2020 to fund the construction engineering at a full 80 / 20 split. 80% of the Construction Engineering Agreement of $196,749.80 is $157,399.84. Peoria County proposes to amend the Local Agency Agreement for Federal Participation as follows:

<table>
<thead>
<tr>
<th>Type</th>
<th>Federal Amount</th>
<th>Local Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$1,272,000.00</td>
<td>$318,000.00</td>
<td>$1,590,000.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$160,000.00</td>
<td>$40,000.00</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$1,432,000.00</td>
<td>$358,000.00</td>
<td>$1,790,000.00</td>
</tr>
</tbody>
</table>
Enclosed with this letter is a copy of a spreadsheet that shows actual costs for the project. Peoria County has submitted two (2) invoices for reimbursement to IDOT that cover Hutchison Engineering invoices 1-7. Peoria County has already received and paid for Hutchison Engineering Invoices 8 – 10. More invoices will be paid as the project closeout process continues. If the agreement is allowed to be amended, Federal funds would be used to pay for 80% of the Construction Engineering as originally intended.

Thank you for your consideration to amend the Local Agency Agreement for Federal Participation. If you have any questions, or need further information, please contact Mr. Jeff Gilles in this office at (309) 697-6400 x 127 or at jgilles@peoriacounty.org.

Respectfully Submitted,

Amy Benecke McLaren, P.E.
County Engineer

JG

Enc.
<table>
<thead>
<tr>
<th>Project</th>
<th>Local Match Amount</th>
<th>Local Amount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$51,492,993.89</td>
<td>$51,943,773</td>
<td>$51,492,993.89</td>
<td>$51,492,993.89</td>
</tr>
<tr>
<td>$3,793,949.96</td>
<td>$3,972,970.00</td>
<td>$3,972,970.00</td>
<td>$3,972,970.00</td>
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<tr>
<td>$1,690,000.00</td>
<td>$1,690,000.00</td>
<td>$1,690,000.00</td>
<td>$1,690,000.00</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$106,605,964.95</strong></td>
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</table>

**Federal Construction Amount**

<table>
<thead>
<tr>
<th>Loc #</th>
<th>Item</th>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$3,497,216.34</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>$3,497,216.34</td>
</tr>
</tbody>
</table>

**Invoice Corresponding to Item #**

<table>
<thead>
<tr>
<th>Item</th>
<th>Invoice #</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7/7/2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>7/17/2021</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary**

- Additional Construction Fee: $5,995,993.84
- Local Funds Requested in Amended Agreement: $5,720,000.00
- Federal Construction Engineering Request: $6,157,399.80

**Cost Breakdown Under Original Federal Agreement**

- Hutchison Engineering Construction Engineering Agreement: $5,196,749.80
- Rio Grande Contract: $3,179,622.00
- 80% Minor Bridge Funds Not To Exceed $5,432,000.00

**BRIMFIELD JUBILEE ROAD CONSTRUCTION ENGINEERING**
### LOCAL PUBLIC AGENCY

<table>
<thead>
<tr>
<th>Local Public Agency</th>
<th>County</th>
<th>Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
<td>Peoria</td>
<td>14-00113-04-BR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>ITEP, SRTS, HSIP Number(s)</th>
<th>MPO Name</th>
<th>MPO TIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBR</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

- Construction on State Letting [X]  
- Construction Local Letting [ ]  
- Day Labor [ ]  
- Local Administered Engineering [ ]  
- Right-of-Way [ ]

<table>
<thead>
<tr>
<th>Construction</th>
<th>Engineering</th>
<th>Right of Way</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Number</td>
<td>Project Number</td>
<td>Job Number</td>
</tr>
<tr>
<td>C-94-040-18</td>
<td>FVMT(981)</td>
<td></td>
</tr>
</tbody>
</table>

### Reason for modification of original Agreement

Amendment moves funds to cover cost of construction engineering agreement.

This amended Agreement, hereinafter referred to as "Amendment" is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The LPA and STATE agree to revise the original Agreement by execution of this Amendment.

### LOCATION

<table>
<thead>
<tr>
<th>Local Street/Road Name</th>
<th>Key Route</th>
<th>Length</th>
<th>Stationing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brimfield Jubilee Road</td>
<td>CH 0029D</td>
<td>0.01 mile</td>
<td>02.70-02.71</td>
</tr>
</tbody>
</table>

Location Termini

- 2.7 Miles East of Brimfield at Jubilee Creek

### LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

### ADDENDA

- Location Map  
- Division of Cost
BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the Amendment shall remain in full force and effect and the Amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)
Scott Sorrel

Title of Official
County Administrator

Signature

Date

The above signature certifies the agency's TIN number is 376001763 conducting business as a Governmental Entity.

DUNS Number 071436208

UEI EZL3KSS6S5L5

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsu Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
### ORIGINAL DIVISION OF COST (ODC)

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>MBR</td>
<td>$1,360,000.00</td>
<td>*</td>
<td>Local</td>
<td>$340,000.00</td>
<td>BAL</td>
<td>$1,700,000.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>MBR</td>
<td>$72,000</td>
<td>*</td>
<td>Local</td>
<td>$18,000.00</td>
<td>BAL</td>
<td>$90,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ODC Federal Funds</td>
<td></td>
<td>$1,432,000.00</td>
<td></td>
<td>ODC State Funds</td>
<td></td>
<td></td>
<td>ODC LPA Funds</td>
<td>$358,000.00</td>
<td></td>
<td>Total $1,790,000.00</td>
</tr>
</tbody>
</table>

### AMENDMENT # 1

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Work Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>MBR</td>
<td>($88,000.00)</td>
<td>*</td>
<td>Local</td>
<td>($22,000.00)</td>
<td>BAL</td>
<td>($110,000.00)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>MBR</td>
<td>$88,000.00</td>
<td>*</td>
<td>Local</td>
<td>$22,000.00</td>
<td>BAL</td>
<td>$110,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Federal Funds Amendment # 1 $0.00 State Funds Amendment # 1 LPA Funds Amendment # 1 $0.00 Total $0.00

### CUMULATIVE DIVISION OF COST (CDC)

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Fund Type</th>
<th>Amount</th>
<th>%</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>MBR</td>
<td>$1,272,000.00</td>
<td>*</td>
<td>Local</td>
<td>$318,000.00</td>
<td>BAL</td>
<td>$1,590,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>MBR</td>
<td>$160,000.00</td>
<td>*</td>
<td>Local</td>
<td>$40,000.00</td>
<td>BAL</td>
<td>$200,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDC Federal Funds</td>
<td></td>
<td>$1,432,000.00</td>
<td></td>
<td>CDC State Funds</td>
<td></td>
<td></td>
<td>CDC LPA Funds</td>
<td>$358,000.00</td>
<td></td>
<td>Total $1,790,000.00</td>
</tr>
</tbody>
</table>

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*80% Major Bridge Funds NTE $1,432,000.00 (Construction Engineering portion 80% NTE $160,000.00)

**Note:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA 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.
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

**Local Agency Agreement Amendment with the State of Illinois for Bridge Replacement on Brimfield Jubilee Road**

**RESOLUTION**

WHEREAS, the replacement of Structure Number 072-3010 on Brimfield Jubilee Road is funded with federal funds; and

WHEREAS, construction costs are less than anticipated; and

WHEREAS, construction engineering costs are more than anticipated; and

WHEREAS, the attached Local Agency Agreement Amendment with the Illinois Department of Transportation transfers federal funding from construction into construction engineering.

NOW, THEREFORE BE IT RESOLVED, that the attached Local Agency Agreement Amendment with the Illinois Department of Transportation is hereby approved; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Local Agency Agreement Amendment; and

BE IT FURTHER RESOLVED, Peoria County will cover expenses above the Federal portion as stated in the attached Local Agency Agreement Amendment for the replacement of Structure Number 072-3010 on Brimfield Jubilee Road; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Bridge Fund in payment of estimates for the construction and invoices for the construction engineering.

Respectfully submitted,

Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 036-2-036-5-511-54303

MEETING DATE: June 20, 2022

AMOUNT: $44,537.00

ISSUE: FY 2023 Peoria-Pekin Urbanized Area Transportation Study (PPUATS) Annual Agreement and Motor Fuel Tax Appropriation

BACKGROUND/DISCUSSION: Annually PPUATS and the Tri-County Regional Planning Commission adopt a unified work program and the County contributes its proportionate share from the County's Motor Fuel Tax Fund. The amount varies annually, due to variation in Federal Planning Funds available.

This appropriation and agreement are for IDOT FY 2023, which runs from July 1, 2022 to June 30, 2023.

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: June 15, 2022
This agreement is hereby entered into by the members of the participating agencies of the metropolitan planning organization (MPO) of the Peoria-Pekin Urbanized Area, recognized under Section 134 of the *Infrastructure Investment and Jobs Act (IIJA)*. It is intended to set forth the procedures and methods agreed upon to ensure sufficient local matching funds enabling the Peoria-Pekin Urbanized Area to receive $814,199 in Federal Highway Administration and Federal Transit Administration planning funds. The funding requires a 20% local match, requiring a total local match of $203,550 for Fiscal Year 2023. It is further agreed that the Greater Peoria Mass Transit District provides $3,800 as a pass-through membership fee for participation in the planning process.

The Federal Planning funds, FTA funds, and local dollars will be utilized for the work and services performed in accordance with the Unified Planning Work Program (UPWP) for Fiscal Year 2023. The work and services and their associated costs as contained in the UPWP were adopted by the Tri-County Regional Planning Commission. If state funds can be utilized to offset local match for FY23, local dollars will be programmed by the Tri-County Regional Planning Commission in a separate work program.

Each participating agency identified herein hereby agrees to pay its entire share to the MPO not later than November 1, 2022. The MPO is hereby designated to deposit local funds into a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate designated work tasks. The MPO shall make a monthly report to the Tri-County Regional Planning Commission accounting for the expenses incurred on the work tasks identified in the UPWP. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local money for FY 2023 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2021.

<table>
<thead>
<tr>
<th>Community</th>
<th>2021 MFT Allotment</th>
<th>2021 MFT %</th>
<th>FY2023 Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peoria County</td>
<td>$2,163,028</td>
<td>22.30%</td>
<td>$44,537</td>
</tr>
<tr>
<td>Tazewell County</td>
<td>$1,716,677</td>
<td>17.70%</td>
<td>$35,346</td>
</tr>
<tr>
<td>Woodford County</td>
<td>$609,932</td>
<td>6.29%</td>
<td>$12,558</td>
</tr>
<tr>
<td>City of Peoria</td>
<td>$2,522,577</td>
<td>26.00%</td>
<td>$51,940</td>
</tr>
<tr>
<td>City of Pekin</td>
<td>$747,822</td>
<td>7.71%</td>
<td>$15,398</td>
</tr>
<tr>
<td>City of East Peoria</td>
<td>$513,302</td>
<td>5.29%</td>
<td>$10,569</td>
</tr>
<tr>
<td>City of West Peoria</td>
<td>$102,191</td>
<td>1.05%</td>
<td>$2,104</td>
</tr>
<tr>
<td>City of Washington</td>
<td>$363,361</td>
<td>3.75%</td>
<td>$7,482</td>
</tr>
<tr>
<td>Village of Bartonville</td>
<td>$141,936</td>
<td>1.46%</td>
<td>$2,922</td>
</tr>
<tr>
<td>Village of Morton</td>
<td>$356,802</td>
<td>3.68%</td>
<td>$7,347</td>
</tr>
<tr>
<td>Village of Peoria Heights</td>
<td>$135,026</td>
<td>1.39%</td>
<td>$2,780</td>
</tr>
<tr>
<td>Village of Creve Coeur</td>
<td>$119,563</td>
<td>1.23%</td>
<td>$2,462</td>
</tr>
<tr>
<td>City of Chillicothe</td>
<td>$133,732</td>
<td>1.38%</td>
<td>$2,754</td>
</tr>
<tr>
<td>Village of Germantown Hills</td>
<td>$75,409</td>
<td>0.78%</td>
<td>$1,553</td>
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<td>CityLink</td>
<td>N/A</td>
<td>N/A</td>
<td>$3,800</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$203,550</td>
</tr>
</tbody>
</table>

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO with any excess from previous years and may be used for such purposes and projects as designated by the Tri-County Regional Planning Commission.
This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the Tri-County Regional Planning Commission:

<table>
<thead>
<tr>
<th>Location</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartonville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chillicothe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creve Coeur</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Peoria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Germantown Hills</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPMTD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pekin</td>
<td></td>
<td></td>
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<tr>
<td>Peoria</td>
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</tr>
<tr>
<td>Peoria Heights</td>
<td></td>
<td></td>
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<tr>
<td>Washington</td>
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</tr>
<tr>
<td>West Peoria</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peoria County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tazewell County</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodford County</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Resolution for Improvement  
Under the Illinois Highway Code

Is this project a bondable capital improvement?  ☐ Yes  ☑ No

Resolution Type: Original  
Resolution Number:  
Section Number: 23-00130-00-ES

BE IT RESOLVED, by the Board of the County of Peoria, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract or Day Labor.

For Roadway/Street Improvements:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Length (miles)</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
</table>

For Structures:

<table>
<thead>
<tr>
<th>Name of Street(s)/Road(s)</th>
<th>Existing Structure No.</th>
<th>Route</th>
<th>Location</th>
<th>Feature Crossed</th>
</tr>
</thead>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of an agreement with the Tri-County Regional Planning Commission serving as the Metropolitan Planning Organization to assist the participating communities to coordinate their transportation needs through the Peoria Pekin Urbanized Area Transportation Study (PPUATS) FY 2023 Unified Work Program.

2. That there is hereby appropriated the sum of forty four thousand five hundred thirty seven and 00/100 Dollars ($44,537.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rachael Parker, Clerk in and for said County of Peoria 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 original of a resolution adopted by Board of Peoria at a meeting held on July 14, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year.

(SEAL)

Clerk Signature  
Date

Approved

Regional Engineer  
Department of Transportation  
Date

Printed 06/15/22  
Page 1 of 8  
BLR 09110 (Rev. 05/08/20)
**Instructions for BLR 09110 - Page 1 of 2**

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax (MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?  
Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number  
Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type  
From the drop down box choose the type of resolution:  
- Original would be used when passing a resolution for the first time for this project.  
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.  
- Amended would be used when a previously passed resolution is being amended.

Section Number  
Insert the section number of the improvement the resolution covers.

Governing Body Type  
From the drop down box choose the type of administrative body.  Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type  
From the drop down box choose the LPA body type.  Types to choose from are:  County, City, Town or Village.

Name of LPA  
Insert the name of the LPA.

Contract or Day Labor  
From the drop down choose either Contract or Day Labor.

**Roadway/Street Improvements:**

Name Street/Road  
Insert the name of the Street/Road to be improved.  For additional locations use the Add button.

Length  
Insert the length of this segment of roadway being improved in miles.

Route  
Insert the Route Number of the road/street to be improved if applicable.

From  
Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To  
Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

**Structures:**

Name Street/Road  
Insert the name of the Street/Road on which the structure is located.  For additional locations use the Add button.

Existing Structure No.  
Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route  
Insert the Route number on which the structure is located.

Location  
Insert the location of the structure.

Feature Crossed  
Insert the feature the structure crosses.

1  
Insert a description of the major items of work of the proposed improvement.

2  
Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().
<table>
<thead>
<tr>
<th>Name of Clerk</th>
<th>Insert the name of the LPA clerk.</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPA Type</td>
<td>Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Governing Body Type</td>
<td>Insert the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town</td>
</tr>
<tr>
<td>Name of LPA</td>
<td>Insert the name of the LPA.</td>
</tr>
<tr>
<td>Date</td>
<td>Insert the date of the meeting.</td>
</tr>
<tr>
<td>Day</td>
<td>Insert the day Clerk is signing the document.</td>
</tr>
<tr>
<td>Month, Year</td>
<td>Insert the month and year of the Clerk's signature.</td>
</tr>
<tr>
<td>Seal</td>
<td>The Clerk shall seal the document here.</td>
</tr>
<tr>
<td>Clerk Signature</td>
<td>Clerk shall sign here.</td>
</tr>
<tr>
<td>Approved</td>
<td>The Department of Transportation shall sign and date here once approved.</td>
</tr>
</tbody>
</table>

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: P.P.U.A.T.S. RESOLUTION

WHEREAS, the Counties of Peoria, Tazewell and Woodford, and several municipalities are participants in an effort to plan and coordinate transportation projects in the Peoria-Pekin Urbanized area; and

WHEREAS, Federal and State monies are available for urbanized areas transportation projects; and

WHEREAS, in accordance with Section 134 of the Transportation Equity Act of 1998, the Governor of the State of Illinois has appointed the Tri-County Regional Planning Commission to be the Metropolitan Planning Organization (MPO) to assist the participating communities to coordinate their transportation plans and programs; and

WHEREAS, local matching funds are necessary to obtain the Federal and State funds; and

WHEREAS, the participants in the program must provide a total match for the period of July 1, 2022 through June 30, 2023, (FY 2023) of $203,550.00, and Peoria County's share is $44,537.00; and

WHEREAS, the County of Peoria is authorized under 605 ILCS 5/5-701.7 to use a portion of the County's Motor Fuel Tax revenues for such purposes; and

WHEREAS, the Illinois Department of Transportation must approve the County's use of the Motor Fuel Tax revenue; and

WHEREAS, the participants have denoted their planning and coordination efforts as the "Unified Planning Work Program FY 2023" and Peoria County has designated it as Section 23-00130-00-ES, and that the "Unified Planning Work Program FY 2023" be contracted through the Tri-County Regional Planning Commission under its designation as the Metropolitan Planning Organization; and

WHEREAS, the participants must enter into an agreement establishing each participant's local matching share for the "Unified Planning Work Program FY 2023".

NOW, THEREFORE, BE IT RESOLVED, the County of Peoria hereby appropriates $44,537.00 of its County Motor Fuel Tax revenues for the "Unified Planning Work Program for Fiscal Year 2023", designated as Section 23-00130-00-ES"

BE IT FURTHER RESOLVED, the County Administrator is hereby authorized to sign the Agreement entitled "Joint Funding Agreement - Unified Planning Work Program FY 2023"; a copy of which is attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, the County Treasurer is hereby authorized to pay the invoice for the "Unified Planning Work Program for Fiscal Year 2023" from the County Motor Fuel Tax Fund.

Respectfully Submitted,
Infrastructure Committee
Agenda Briefing

Committee: Infrastructure  Line Item: Various MFT
Meeting Date: June 20, 2022  Amount: N/A

Issue: Resolution for an Intergovernmental Agreement with the City of Peoria regarding Traffic Control Devices

Background/Discussion:
Peoria County entered into an Intergovernmental Agreement with the City of Peoria in 2012 for the City to perform pavement marking installations and traffic signal maintenance for the County. The City has appropriate equipment and staff to perform these necessary functions, while the County does not.

The current Intergovernmental Agreement expired June 1, 2021, and both the County and the City of Peoria wish to continue with the agreement. This resolution renews the agreement until June 1, 2027.

County Board Goals:

- Infrastructure Stewardship
- Effective Service Delivery
- Healthy Vibrant Communities
- Collaboration

Staff Recommendation: Approve the Resolution

Committee Action:

Prepared By: Amy Benecke McLaren
Department: Highway  Date: June 8, 2022
INTERGOVERNMENTAL AGREEMENT
BETWEEN COUNTY OF PEORIA AND CITY OF PEORIA
REGARDING TRAFFIC CONTROL DEVICES

This Agreement effective and commencing on June 1, 2022 by and between the COUNTY OF PEORIA, a body politic and corporate of the State of Illinois, hereinafter called the COUNTY, and the CITY OF PEORIA, hereinafter called the CITY.

WITNESSETH THAT:

Whereas, the COUNTY and CITY are desirous to further intergovernmental cooperation between the two entities; and

Whereas the maintenance of traffic control devices such as traffic signals and street striping are an area where intergovernmental cooperation will be beneficial to the CITY and COUNTY; and

Whereas the COUNTY does not employ personnel nor possesses equipment for the maintenance of such devices; and

Whereas the CITY employs such individuals and possesses such equipment, and currently provides similar services to the Illinois Department of Transportation; and

Whereas the CITY has been providing traffic control device maintenance services to the COUNTY over the past twenty years; and

Whereas the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (51LCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

I. SCOPE OF SERVICES

A. Signal Maintenance: It is agreed that the actual maintenance will be performed by the CITY on devices indicated on Exhibit A, either with its own forces or through contractual agreements. Modernization of traffic control devises is not covered under this agreement.

B. Maintenance Level: It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual of Uniform Traffic Control for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

C. Deficiencies in Maintenance. It is also understood that if, in the judgment of the COUNTY Engineer, the CITY has not provided maintenance in accordance with the
maintenance level specified for those signal installations and devices which it has agreed to maintain, the COUNTY will give the CITY a 30 day notice in writing of specific deficiencies. If the CITY has not corrected the deficiencies and notified the COUNTY within the 30-day period, the COUNTY will arrange for the appropriate maintenance efforts. The CITY shall not bill for work deemed deficient and unaddressed under this provision.

D. **Pavement Markings.** The COUNTY shall reimburse the CITY for any COUNTY authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation. Further, the COUNTY may request that the CITY provide pavement marking maintenance apart from signalized intersections under the same provisions as above.

II. **COMPENSATION AND BILLING**

A. The CITY shall bill the COUNTY on a quarterly basis. The bill shall include an itemized list of expenditures.

B. Compensation shall be calculated according to the following:

   a. Labor: The cost of labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the CITY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Total compensation per hour per employee is outlined in Exhibit C. Exhibit C may be updated from time to time as compensation conditions at the CITY change. The CITY shall provide the COUNTY with an updated Exhibit C as necessary.

   b. Equipment: Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense, as adjusted annually by the Illinois Department of Transportation.

   c. Materials: Materials shall be billed at cost.

   d. Contracted cost: Any cost for contracted work will be the actual cost for the contractor. Subject to change on a yearly basis due to wage rate increases.

C. The COUNTY shall remit payment within thirty (30) days of invoice.

III. **TERM**

A. This Agreement shall commence on the day that the last party executes it and shall continue until June 1, 2027.

B. This agreement will cease within 30 days upon written notification by either party.

IV. **INDEMNIFICATION**

The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys' fees) which any or all of them may hereinafter incur, be
responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorneys’ fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

V. GENERAL CONDITIONS:

A. This Agreement shall be binding upon the parties, their successors and assigns.

B. No activity carried out under this agreement shall be in conflict with collective bargaining agreements of either the COUNTY or CITY.

C. If any portion of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

D. ENTIRE AGREEMENT-AMENDMENTS

The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This Agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

COUNTY OF PEORIA

By: ____________________________
    Scott Sorrel
    Peoria County Administrator

Attest: __________________________
    Rachel Parker
    County Clerk

CITY OF PEORIA

By: ____________________________
    Patrick Urick
    Peoria City Manager

Attest: __________________________
    Stefanie Tarr
    City Clerk
Exhibit A

Peoria County Traffic Signals Maintained by the City of Peoria

Following is the list of signalized intersections and locations with traffic control devices along County highways that are subject to provisions of the attached Master Agreement to which this is an exhibit.

<table>
<thead>
<tr>
<th>Location Number</th>
<th>Main Street</th>
<th>Cross Street</th>
<th>Maintenance Paid by</th>
<th>Peoria County %</th>
</tr>
</thead>
<tbody>
<tr>
<td>98.10</td>
<td>Airport</td>
<td>Garfield</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.20</td>
<td>Airport Road</td>
<td>Smithville Rd North</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.25</td>
<td>Airport</td>
<td>Smithville Rd South</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.27</td>
<td>Airport</td>
<td>Pfeiffer</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>98.40</td>
<td>Charter Oak</td>
<td>Big Hollow</td>
<td>CITY/COUNTY</td>
<td>50</td>
</tr>
<tr>
<td>162.10</td>
<td>Radnor</td>
<td>Willow Knolls</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>189.00</td>
<td>Old Galena Rd.</td>
<td>Engine Rd./Felicia</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>147.50</td>
<td>Farmington Rd</td>
<td>Sterling Ave</td>
<td>IDOT/COUNTY</td>
<td>67/33</td>
</tr>
<tr>
<td>191.00</td>
<td>Galena Road, Old</td>
<td>Cedar Hills Drive</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>196.50</td>
<td>Lancaster Ln</td>
<td>Oak Grove West</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>197.00</td>
<td>Cameron Ln.</td>
<td>Lancaster Road</td>
<td>COUNTY</td>
<td>100</td>
</tr>
<tr>
<td>226.00</td>
<td>Shissler</td>
<td>Bell</td>
<td>SOLAR</td>
<td>100</td>
</tr>
<tr>
<td>227</td>
<td>Princeville Jubilee</td>
<td>Legion Hall</td>
<td>SOLAR</td>
<td>100</td>
</tr>
<tr>
<td>308</td>
<td>Old Galena</td>
<td>State</td>
<td>RFB-SOLAR</td>
<td>100</td>
</tr>
<tr>
<td>309</td>
<td>Smithville Rd</td>
<td>Curves Flasher</td>
<td>SOLAR + 4</td>
<td>100</td>
</tr>
<tr>
<td>317</td>
<td>Big Hallow</td>
<td>Creighton</td>
<td>RFB-SOLAR</td>
<td>100</td>
</tr>
<tr>
<td>310</td>
<td>Kickapoo Creek</td>
<td>Airport</td>
<td>SOLAR + 4</td>
<td>100</td>
</tr>
</tbody>
</table>
Traffic Control Device Maintenance Provisions

A: GENERAL PROVISIONS

1. CABINET PACK
   Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the COUNTY on emergency call outs.

2. HARDWARE SPECIFICATIONS
   All equipment and material used shall comply with the requirements of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Failure to meet these specifications shall be justification for permanent removal on the non-compliant equipment by the COUNTY, with the cost of removal to be the responsibility of the CITY.
   
   Any costs incurred as a result of exceeding these specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the CITY, unless mutually agreed upon by both parties.

3. HIGHWAY LIGHTING
   For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system for such operation. The lighting arm, luminaries and all lighting cable shall be part of the highway lighting system.
   
   The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. The CITY shall inspect and maintain the highway lighting system equipment and invoice the COUNTY for labor, equipment and materials. In addition to regular inspection and maintenance, the CITY shall invoice the COUNTY for the cost of repairing or replacing damaged or missing highway lighting system equipment.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM
   Test Emergency Vehicle Preemption System (EVPS) equipment for property operation and physical condition during the intersection cabinet inspection. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the CITY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the CITY.
5. RAILROAD PREEMPTION
At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the COUNTY of the Illinois Commerce Commission and the COUNTY of the malfunction.

None of the traffic signal railroad preempts parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the COUNTY and the Illinois Commerce Commission.

Maintain unique spare controller date modules or set of data chips containing the final railroad preemption parameters for each location.

Cooperation in any inspection as deemed necessary by the COUNTY or the Illinois Commerce Commission.

The COUNTY shall provide contact personnel available at all times to whom railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS
Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE
Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the COUNTY shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL
Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection or flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs (only with controller cabinet set to flash operation) which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL
Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or tow (2) red lights out at intersection are considered emergencies.

Provide the COUNTY the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the COUNTY informed of any changes of same.

10. L.E.D. SIGNAL HEADS
Install all light emitting diodes (L.E.D. signal heads according to instructions provided by each head’s manufacturer and vendor so as to prolong their life and assure compliance
under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED.

1. SIGNAL ALIGNMENT
   Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

2. CONTROLLER PROBLEMS
   Check the controllers, relays, and detectors after receiving complaints or call to ascertain that they are functioning properly and make all necessary repairs and replacement.

3. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT
   An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

   Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

   Provide replacement light emitting diodes (L.E.D.) signals heads and modules that fully comply with the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signals modules, including but not limited to, color and intensity requirements. The signal and pedestrian housing shall also comply with the applicable ITE specification on minimum maintained luminous intensity.

4. PAINTING
   Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS
   At locations that are a part of a closed loop signal system maintained by the CITY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

   As needed, assist in the implementation of the signal timing plans.

   Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.
D. ANNUAL

1. CABINET INSPECTION
   Check the controllers, relays, and detectors to ascertain that they are functions properly and make all necessary repairs and replacement. Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS
   Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING
   Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

4. VIDEO DETECTION TESTING
   Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors,

5. CONTROLLER CHECK
   When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

   This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during annual cabinet inspections.

   Test the CMU/MMU on an annual basis with an ATSI or equivalent tester. The CITY shall retain test records for a period of seven years.

6. FUSE AND BREAKER CHECKS
   Fuse and breaker check should occur during annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

E: PERIODICALLY

1. CLEARANCE TRIMMING
   Remove any obstruction blocking the line of sight of traffic signal fact to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devises (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

2. HARDWARE INSPECTION
   Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal signal heads every three years. The inspections
shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base place, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects, (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the COUNTY.

3. PAVEMENT MARKINGS
Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.
### City of Peoria

**Traffic Control Device Maintenance Wage Rates**

December 1, 2021 - November 30, 2022

#### Straight Time

<table>
<thead>
<tr>
<th>Position</th>
<th>Total Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Painter</td>
<td>$34.46</td>
</tr>
<tr>
<td>Traffic Painter Lead</td>
<td>$35.48</td>
</tr>
<tr>
<td>Electrician Signal</td>
<td>$37.08</td>
</tr>
<tr>
<td>Electrician Lead</td>
<td>$39.47</td>
</tr>
<tr>
<td>Maintenance Worker II</td>
<td>$33.75</td>
</tr>
</tbody>
</table>

#### Overtime

<table>
<thead>
<tr>
<th>Position</th>
<th>Total Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Painter</td>
<td>$51.69</td>
</tr>
<tr>
<td>Traffic Painter Lead</td>
<td>$53.22</td>
</tr>
<tr>
<td>Electrician Signal</td>
<td>$55.61</td>
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<tr>
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TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Intergovernmental Agreement between the County of Peoria and the City of Peoria regarding Traffic Control Devices

RESOLUTION

WHEREAS, the COUNTY OF PEORIA and the CITY OF PEORIA are desirous to further intergovernmental cooperation between the two entities; and

WHEREAS, pavement marking installations and traffic signal maintenance are an area where intergovernmental cooperation will be beneficial to the COUNTY OF PEORIA; and

WHEREAS, the CITY OF PEORIA can provide these services to the COUNTY OF PEORIA.

NOW THEREFORE BE IT RESOLVED, that the COUNTY OF PEORIA enter into an Intergovernmental Agreement with the CITY OF PEORIA for the CITY OF PEORIA to perform pavement marking installations and traffic signal maintenance for the COUNTY OF PEORIA.

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Intergovernmental Agreement.

Respectfully submitted,
Infrastructure Committee
AGENDA BRIEFING

COMMITTEE: Infrastructure  LINE ITEM: 037-2-037-5-536-54419
MEETING DATE: June 20, 2022  AMOUNT: $1,670,299.96

ISSUE: Multi-township bids for sealcoating and tilling (Township Motor Fuel Tax) and Microsurfacing

BACKGROUND/DISCUSSION: The County advertised and received proposals for Akron, Brimfield, Chillicothe, Elmwood, Hallock, Hollis, Jubilee, Logan, Princeville, Radnor, Timber and Trivoli Townships to provide sealcoating and road tilling services that will be paid for with Township Motor Fuel (TMFT) funds. Radnor Township received a bid for Microsurfacing using non-Township Motor Fuel tax funds.

The County solicited for bidders and received bids on April 28, 2022. Bid tabulations are attached.

As per the contract documents, contractor prequalification is required. Based on the size and resources of a contractor, IDOT limits the amount of contracted work a contractor may take on at one time. This is referred to as their financial/work capacity.

Although Porter Brothers Asphalt and Sealing was the lowest bidder on most of the Township groups, Peoria County deemed them to be overextended on their financial/work capacity as per IDOT’s standards prior to bidding. Therefore, based on the bidding requirements, all of Porter Brother’s bids were rejected.

The following Township has accepted the lowest bid from Pavement Maintenance:
Hallock

The following Townships have accepted the lowest bid from R.A. Cullinan & Son:
Akron, Brimfield, Chillicothe, Elmwood, Hollis, Jubilee, Logan, Princeville, Radnor, Trivoli, Timber

The following Township has accepted the lowest bid from Microsurfacing Contractors:
Radnor

COUNTY BOARD GOALS:

INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the lowest responsible bidders

COMMITTEE ACTION:

PREPARED BY: Amy Benecke McLaren, County Engineer
DEPARTMENT: Highway  DATE: June 10, 2022
Tabulation of Bids

Name of Bidder: Pavement Maintenance Svc  
Address of Bidder: P.O. Box 71

Name of Bidder: Porter Brothers  
Address of Bidder: 13940 St. Charles Rock Rd.

Name of Bidder: Micrsurfacing Contractors  
Address of Bidder: Rock Falls, IL 61071

Name of Bidder: R.A. Cullinan & Son  
Address of Bidder: P.O. Box 166

County: Peoria

Local Public Agency: Various Townships

Time: 9:00 a.m.

Appropriation: 

Proposal Guarantee: YES

Terms: 

34x357 Bids of Various Local Public Agency:

Date: 4/28/2022

Name of Bidder: Svc Maintenance Porter Brothers R.A. & Son Micrsurfacing Contractors County: Peoria Time: 9:00 a.m. of Address Bidder: P.O. Box 71 1106 Industrial Park Dr.

Proposal Guarantee: YES

Terms: YES YES YES YES

Estimate: 0.00

Attended By: 

Item No. Item Delivery Unit Quantity Unit Price Total Unit Price Total Unit Price Total

Grp 1 AKRON ROAD DISTRICT 22-01000-00-GM

Bituminous Material PG 46-28 Furnish/apply Gal 24,229 $ - $ 4.32 $ 104,669.28 $ - $ 5.02 $ 121,629.54

Agg: CA-16 Furnish/apply Ton 831 $ - $ 29.33 $ 24,373.23 $ - $ 33.9600 $ 28,220.76

Group 1 Total $ - $ 129,042.51 $ - $ 149,850.34

Grp 2 BRIMFIELD ROAD DIST. 22-02000-00-GM

Bituminous Materials- PG46-28 Furnish/apply Gal 29,313 $ - $ 4.37 $ 128,097.81 $ - $ 5.20 $ 152,427.60

Bituminous Materials- CRSP Furnish/apply Gal 360 $ - $ 7.33 $ 2,638.80 $ - $ 10.42 $ 2,617.00

Aggregate CA-14 Furnish/apply Ton 15 $ - $ 43.90 $ 658.50 $ - $ 87.67 $ 1,315.05

Aggregate CA-16 Furnish/apply Ton 990 $ - $ 26.35 $ 26,086.50 $ - $ 45.98 $ 45,520.20

Group 2 Total $ - $ 157,481.61 $ - $ 203,014.05

Grp 3 CHILlicothe ROAD DISTRICT 22-03000-00-GM

Bituminous Material PG 46-28 Furnish/apply Gal 8,829 $ - $ - $ - $ - $ 6.55 $ 57,829.95

Bituminous Material CRSP Furnish/apply Gal 8,448 $ - $ - $ - $ - $ 6.02 $ 50,856.96

Aggregate CA-14 Furnish/apply Ton 303 $ - $ - $ - $ - $ 41.17 $ 12,474.51

Aggregate CM-16 Steel Slag Load/Apply Ton 252 $ - $ - $ - $ - $ 28.68 $ 7,256.04

Group 3 Total $ - $ - $ - $ - $ 203,014.05

Grp 4 ELMWOOD ROAD DISTRICT 22-04000-00-GM


Aggregate CA-14 Load/Apply Ton 22 $ - $ 40.92 $ 900.24 $ - $ 18.27 $ 401.94

Aggregate CA-16 Load/Apply Ton 697 $ - $ 28.52 $ 19,878.44 $ - $ 12.33 $ 8,594.01

Group 4 Total $ - $ 117,421.19

Grp 5 HALLOCK ROAD DIST. 22-05000-00-GM

Bituminous Materials PG-46-28 Furnish/apply Gal 21,540 $ 4.15 $ 89,391.00 $ 4.37 $ 94,129.80 $ - $ 5.60 $ 120,624.00

Aggregate CA-14 Furnish/apply Ton 198 $ 31.26 $ 6,189.48 $ 38.40 $ 7,603.20 $ - $ 37.98 $ 7,520.04

Aggregate CA-16 Furnish/apply Ton 593 $ 23.68 $ 14,457.34 $ 26.36 $ 15,631.48 $ - $ 34.51 $ 20,464.43

Group 5 Total $ 110,037.02 $ 516,314.92 $ - $ 629,890.32

Total Bid: $ 110,037.02 $ 516,314.92 $ - $ 629,890.32

As Read:  $ 110,037.02 $ 516,314.92 $ - $ 629,890.32

As Calculated:  $ 110,037.02 $ 516,314.92 $ - $ 629,890.32

95
## Tabulation of Bids

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<thead>
<tr>
<th>Local Public Agency:</th>
<th>Various Townships</th>
<th>Date:</th>
<th>4/28/2022</th>
<th>Time: 9:00 a.m.</th>
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<tbody>
<tr>
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<td>Peoria</td>
<td>Appropriation:</td>
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<td>Section:</td>
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### Pavement Maintenance Svcs

<table>
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<tr>
<th>Name of Bidder</th>
<th>Porter Brothers</th>
<th>Micrsurfacing Contractors</th>
<th>R.A. Cullinan &amp; Son</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Bidder</td>
<td>P.O. Box 71, Henry, IL 61537</td>
<td>13940 St. Charles Rock Rd., Bridgeton, MO 63044</td>
<td>a Div. of United Contractors, P.O. Box 166, Trenton, IL 61568</td>
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### Proposal Guarantee

- YES
- YES
- YES
- YES

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<th>Item</th>
<th>Delivery</th>
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<td>$</td>
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**Total Bid:**

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# Tabulation of Bids

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<th>Date: 4/28/2022</th>
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<th>Peoria</th>
<th>Time: 9:00 a.m.</th>
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| Attended By: | |

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<tr>
<th>Name of Bidder:</th>
<th>Pavement Maintenance Svc</th>
<th>Porter Brothers</th>
<th>Micrsurfacing Contractors</th>
<th>R.A. Cullinan &amp; Son</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Bidder:</td>
<td>P.O. Box 71, Henry, IL 61537</td>
<td>13940 St. Charles Rock Rd., Bridgeton, MO 63044</td>
<td>P.O. Box 166, Tremont, IL 61568</td>
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<tr>
<th>Proposal Guarantee:</th>
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### Grp 12 TIMBER ROAD DISTRICT 22-190000-GM

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<td>Gal</td>
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**Goup 12 Total**

- Unit Price: $99,479.31
- Total: $119,142.11

### Grp 13 RADNOR ROAD DISTRICT 22-160000-GM

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**Group 13 Total**

- Unit Price: $109,572.62
- Total: $119,142.11

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<th>$119,142.11</th>
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<td>$109,572.62</td>
<td>$119,142.11</td>
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TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, IL

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: MULTI-TOWNSHIP BIDS FOR SEALCOATING AND TILLING (TOWNSHIP MOTOR FUEL TAX) AND MICROSURFACING

RESOLUTION

WHEREAS, Peoria County solicited for quotations for Township Motor Fuel Tax (TMFT) deliver and install proposals for sealcoating and tilling various township roads, designated as Section Numbers 22-01000-00-GM (Akron), 22-02000-00-GM (Brimfield), 22-03000-00-GM (Chillicothe), 22-04000-00-GM (Elmwood), 22-05000-00-GM (Hallock), 22-06000-00-GM (Hollis), 22-07000-00-GM (Jubilee), 22-10000-22-GM (Logan), 22-15000-00-GM (Princeville), 22-16000-00-GM (Radvnor), 22-19000-00-GM (Timber), 22-20000-00-GM (Trivoli); and

WHEREAS, on April 28, 2022, quotations were received for the Township Motor Fuel Tax deliver and install proposals for sealcoating and tilling various township roads; and

WHEREAS, the following vendor(s) submitted acceptable quotations:

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<thead>
<tr>
<th>VENDOR</th>
<th>LOCATION</th>
<th>PROPOSED TOWNSHIPS AWARDED</th>
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</thead>
<tbody>
<tr>
<td>Pavement Maintenance Services</td>
<td>Henry, IL</td>
<td>Hallock</td>
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<tr>
<td>R.A. Cullinan &amp; Son, a Division of UCM</td>
<td>Tremont, IL</td>
<td>Akron, Brimfield, Chillicothe, Elmwood, Hollis, Jubilee, Logan, Princeville, Radnor, Trivoli, Timber</td>
</tr>
<tr>
<td>Microsurfacing Contractors</td>
<td>Bridgeton, MO</td>
<td>Radnor</td>
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NOW THEREFORE BE IT RESOLVED that the quotations received from the aforementioned vendor(s) for the Township Motor Fuel Tax Deliver and Install proposals be accepted; and

BE IT FURTHER RESOLVED, that $1,670,299.96 be appropriated from the Township Motor Fuel Tax Fund for construction the above listed section(s); and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to sign the Acceptance of Proposal to furnish Materials and Approval of Award (BLR 12330) for the above listed sections and that the County Treasurer is hereby authorized to issue checks from the Township Motor Fuel Tax Fund in payment of estimates, as said estimates become due.

Respectfully Submitted,

Infrastructure Committee