



In-Place Transportation Committee

Greg Menold – Chairman
James Carius Community Room
Wednesday, February 28, 2024
During County Board Meeting

- I. Roll Call
- II. Approve the minutes of the January 23, 2024, meeting
- III. Letting

- T-24-4 A. Recommend approve 24-02000-01-GM (Furnish Seal Coat Aggregate (Steel Slag CM-16) to a Stockpile Location – Cincinnati Road District, to be paid from Township Motor Fuel Tax Funds
- T-24-5 B. Recommend to approve 22-09123-00-BR (Center Rd. Pile Repair to Str. 090-3141) – Hittle Road District, to be paid from County Bridge Funds and Local Township Funds

IV. New Business

- T-24-6 A. Recommend to approve Supplement Number 1 – Local Public Agency Engineering Services Agreement under Section 22-00026-00-DR – Toboggan Ave. – Eng. Agreement – BLR 05330
- T-24-7 B. Recommend to approve Amended Resolution for Improvement Under the Highway Code - BLR 09110 under Section 22-00026-00-DR – Toboggan Ave.

Members: Chairman Greg Menold, Nancy Proehl, Russ Crawford, Jay Hall, Mike Harris, Kaden Nelms, Mike Deppert, Roy Paget

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.



RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Cincinnati Road District, Section 24-02000-01-GM (Furnish Seal Coat Aggregate (Steel Slag CM-16) to a Stockpile Location): To Porter Brothers Construction, Inc., in the amount of \$101,965.65, to be paid from Township Motor Fuel Tax Funds, Line Item 213-400-5580.

THEREFORE BE IT RESOLVED that the County Board award the contract as listed herein and authorizes the County Engineer to execute the necessary documents, subject to approval of the appropriated Motor Fuel Tax funds by the Illinois Department of Transportation, as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Illinois Department of Transportation, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 28th day of February, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County Cincinnati R.D. Sec. 24-02000-01-GM					DATE: February 20, 2024		Porter Brothers Construction, Inc.				
APPROVED ESTIMATE: \$ 96,300.00					BID: \$ 101,965.65		BID: \$ -		BID: \$ -		
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SEAL COAT AGG (Steel Slag CM-16) Furnish and Stockpile	TON	1605	\$ 60.00	\$ 96,300.00	\$ 63.53	\$ 101,965.65		\$ -		\$ -

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the County Engineer, accepted the following low bid:

Hittle Road District, Section 22-09123-00-BR (Center Rd. Pile Repair to Str. 090-3141): To Stark Excavating, Inc. in the amount of \$142,525.00, to be paid from County Bridge Funds, Line Item 214-400-5581, and Local Township Funds.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee;

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 28th day of February, 2024

ATTEST:

County Clerk

County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Tazewell County		DATE: February 20, 2024		Stark Excavating, Inc.		N.E. Finch Co.			
Hittle R.D.									
Sec. 22-09123-00-BR		APPROVED ESTIMATE:		\$ 211,500.00		BID: \$ 142,525.00		BID: \$ 186,200.00	
								BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	TIMBER PILE REPAIR	EACH	14	\$ 9,500.00	\$ 133,000.00	\$ 5,525.00	\$ 77,350.00	\$ 7,000.00	\$ 98,000.00
2	STONE RIPRAP CL A4	TON	700	\$ 105.00	\$ 73,500.00	\$ 89.75	\$ 62,825.00	\$ 105.00	\$ 73,500.00
3	TRAF CONT & PROT SPL	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,350.00	\$ 2,350.00	\$ 14,700.00	\$ 14,700.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, embankment stability has become a chronic issue along the north side of Toboggan Avenue just east of the Brownwood Road intersection necessitating an agreement for engineering services; and

WHEREAS, resolution T-23-02 was approved by the County Board on the 25th day of January, 2023 approving a LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT (BLR 05530); and

WHEREAS, the scope to said approved agreement has been expanded to include a second slide area; and

WHEREAS, proposed improvement remains necessary under Section 22-00026-00-DR necessitating an supplement agreement for engineering services; and

WHEREAS, an attached SUPPLEMENT NUMBER 1 - LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT (BLR 05530) has been developed between Tazewell County and Maurer-Stutz, Inc. for Phase II Design Engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed the attached agreement between Tazewell County and Maurer-Stutz, Inc.; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said SUPPLEMENT NUMBER 1 - LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT and authorize the County Board Chairman to sign said agreement;

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation, and that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as *submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.*

ADOPTED this 28th day of February, 2024

ATTEST:

County Clerk

County Board Chairman

REMARKS: Enclosed is the Supplemental LPA Engineering Services Agreement for providing Phase II preliminary engineering for the embankment stability on Toboggan Ave (CH 14). If acceptable, please execute and forward to IDOT for approval.

To help explain this Supplement to the Board, I have added this explanation for the additional work:

Pick up survey identified an additional slide area. After discussions with your office, the additional slide area was added to the scope. Since the second area involves the stream, an Environmental Survey Request (ESR) screening and ESR will be required.

Originally, the intent was to do grading and shaping ditches since there were not any manhours for cross sections in the original agreement. It was determined that cut ditches would be beneficial instead of just grading and shaping ditches and after correspondence with the Soil Nail Wall designer, they indicated that they do not determine the amount of earthwork and that it is completed by the general contractor. Hence, slope repairs with cut and fills will be required for soil nail wall installation. The requirement of ditches and required cuts and fills for the soil nail walls determined that cross sections would be needed. The addition of cross sections required the addition of 3D Corridor Development.

After the ditch design was started, the County asked for the addition of 4" underdrains at 2' deep. After the template was developed, the County asked to increase the underdrain size to 6" at 3' deep. This is the reason for the template changes.

Since the second slide area will get into the stream and trees along the stream, a pickup survey to identify trees to be removed will be required.

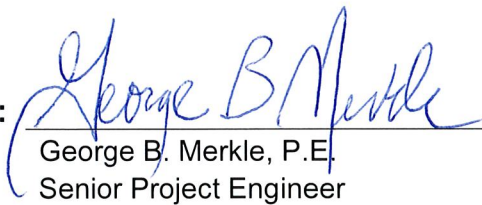
The original agreement did not include manhours for correspondence with the County or the Soil Nail Wall designer. After numerous correspondences with both the County and Soil Nail Wall designer, we think this time is justified and needed since it wasn't covered under any other line items in the original agreement.

To coordinate this additional work in the contract, 2 additional hours of Administration and Management Time was added.

If you have any questions or comments, please don't hesitate to contact me at (309) 693-7615.

Thank-you.

FROM:


George B. Merkle, P.E.
Senior Project Engineer

File



Using Federal Funds? Yes No Agreement For Agreement Type Number

LOCAL PUBLIC AGENCY

Local Public Agency County Section Number Job Number

Project Number Contact Name Phone Number Email

SECTION PROVISIONS

Local Street/Road Name Key Route Length Structure Number

Location Termini

Project Description

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Contact Name Phone Number Email

Address City State Zip Code

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 A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor Company or Companies to which the construction contract was awarded

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: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Location Map
- _____
- _____

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 to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
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 Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the 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 DIRECT COST tab in BLR 05513 or BLR 05514).

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 C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. 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.

4. 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.

5. The recipient shall not discriminate on the basis of race, color, national origin 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 all damages to property or persons 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 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 ILCS 580). The Drug Free Workplace Act requires that no grantee 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 on 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 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 grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees 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 (5) days after such conviction.
- (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) of 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 Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. 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.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	27-1013849	\$19,787.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$19,787.00
Total for all work		\$19,787.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	22-00026-00-DR

**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

Complete Pick-up Survey
Complete Environmental Documents
3D Corridor Development
Develop Cross Sections
Correspondence
Administration & Management

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	22-00026-00-DR

**EXHIBIT B
PROJECT SCHEDULE**

Complete PS&E - December 31, 2024 Anticipated Letting - March 1, 2025 Project Completion - September 15, 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	22-00026-00-DR

**Exhibit C
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.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	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?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	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?	<input type="checkbox"/>	<input type="checkbox"/>
13	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)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Tazewell County Highway Department	County Tazewell	Section Number 220002600DR
Prime Consultant (Firm) Name Maurer-Stutz, Inc	Prepared By George B. Merkle	Date 2/6/2024
Consultant / Subconsultant Name Maurer-Stutz, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS			OVERHEAD RATE	152.04%
START DATE	3/1/2024				COMPLEXITY FACTOR	0
RAISE DATE	7/1/2024				% OF RAISE	2.00%
END DATE	2/28/2025					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2024	7/1/2024	4	33.33%
1	7/2/2024	3/1/2025	8	68.00%

Local Public Agency	County	Section Number
Tazewell County Highway Department	Tazewell	220002600DR
Consultant / Subconsultant Name		Job Number
Maurer-Stutz, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.33%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PE IX	\$71.50	\$72.45
PE VIII	\$68.25	\$69.16
PE VII	\$60.50	\$61.31
PE VI	\$55.58	\$56.32
PE V	\$44.83	\$45.43
PE IV	\$40.50	\$41.04
SE VI	\$58.00	\$58.77
PLS VII	\$51.00	\$51.68
PLS V	\$41.50	\$42.05
ENGR V	\$37.50	\$38.00
ENGR III	\$34.00	\$34.45
ENGR II	\$33.04	\$33.48
SC/DES TECH VII	\$44.75	\$45.35
SC/DES TECH VI	\$38.00	\$38.51
SC/DES TECH V	\$34.50	\$34.96
SC/DES TECH II	\$25.75	\$26.09
TECH V	\$34.25	\$34.71
TECH III	\$24.50	\$24.83
TECH I	\$20.00	\$20.27
GIS Specialist II	\$29.00	\$29.39
Clerical	\$28.33	\$28.71

Local Public Agency
Tazewell County Highway Department

County
Tazewell

Section Number
220002600DR

Consultant / Subconsultant Name
Maurer-Stutz, Inc.

Job Number

DIRECT COSTS WORKSHEET

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.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	1	\$65.00	\$65.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost	92	\$12.75	\$1,173.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,238.00

Local Public Agency

Tazewell County Highway Department

County

Tazewell

Section Number

220002600DR

Consultant / Subconsultant Name

Maurer-Stutz, Inc.

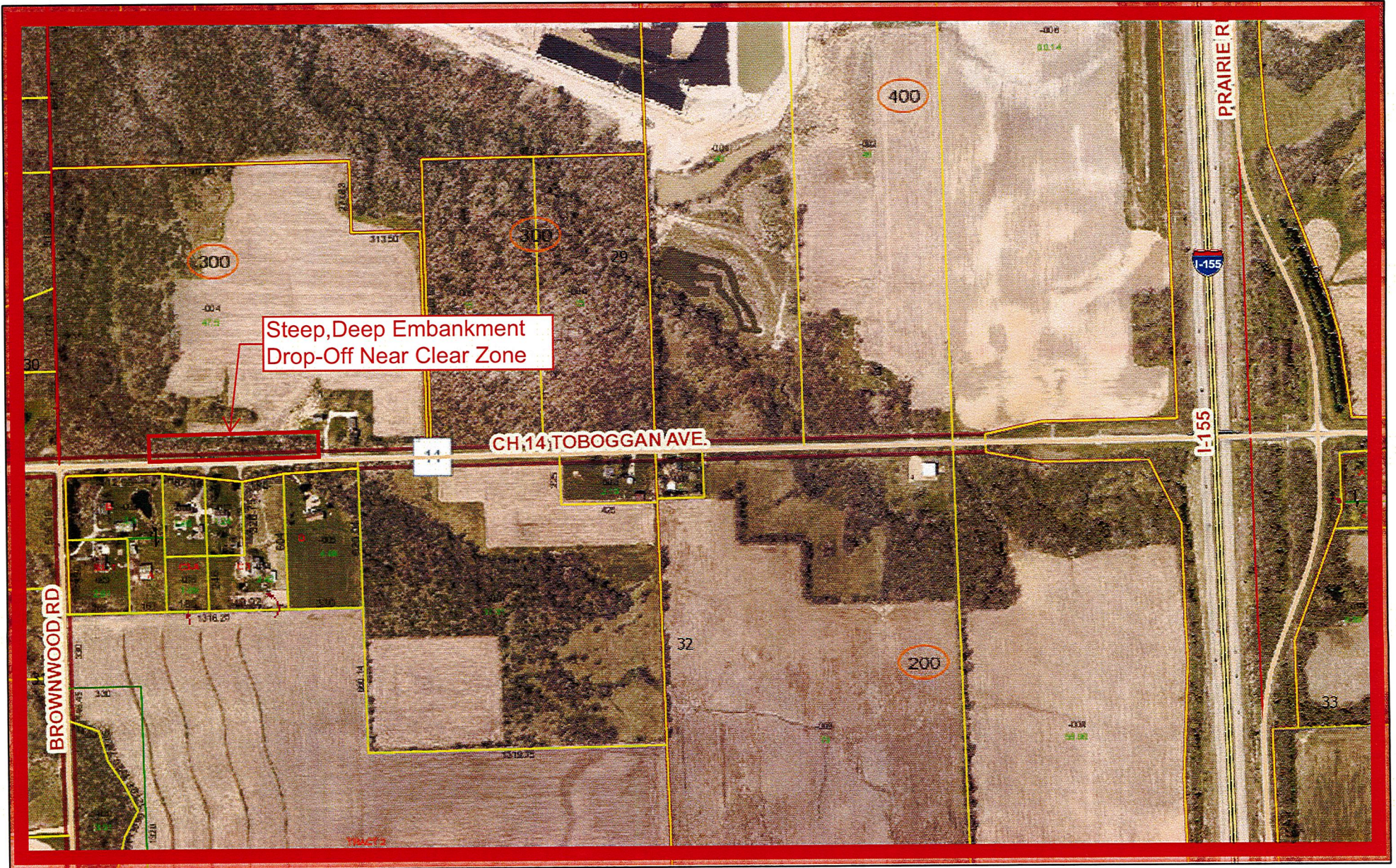
Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pick-up Survey			Environmental Documents			3D Corridor Development			Develop Cross Sections			Correspondence		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
PE IX	72.45	0.0																	
PE VIII	69.16	0.0																	
PE VII	61.31	1.0	0.56%	0.35				1	3.03%	1.86									
PE VI	56.32	22.0	12.43%	7.00				4	12.12%	6.83						16	53.33%	30.04	
PE V	45.43	0.0																	
PE IV	41.04	0.0																	
SE VI	58.77	0.0																	
PLS VII	51.68	0.0																	
PLS V	42.05	0.0																	
ENGR V	38.00	0.0																	
ENGR III	34.45	0.0																	
ENGR II	33.48	116.0	65.54%	21.94				6	18.18%	6.09	36	100.00%	33.48	60	100.00%	33.48	14	46.67%	15.62
SC/DES TECH VII	45.35	0.0																	
SC/DES TECH VI	38.51	22.0	12.43%	4.79				22	66.67%	25.67									
SC/DES TECH V	34.96	0.0																	
SC/DES TECH II	26.09	0.0																	
TECH V	34.71	8.0	4.52%	1.57	8	50.00%	17.35												
TECH III	24.83	8.0	4.52%	1.12	8	50.00%	12.41												
TECH I	20.27	0.0																	
GIS Specialist II	29.39	0.0																	
Clerical	28.71	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		177.0	100%	\$36.77	16.0	100.00%	\$29.77	33.0	100%	\$40.44	36.0	100%	\$33.48	60.0	100%	\$33.48	30.0	100%	\$45.66

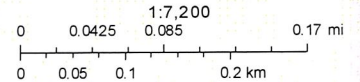
Tazewell County GIS



Steep, Deep Embankment
Drop-Off Near Clear Zone

- I-155
- IL 29
- US 24
- I-474
- IL 98
- Streets
- I-74
- US 150

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Amended), Resolution Number (T-24-07), and Section Number (22-00026-00-DR)

BE IT RESOLVED, by the Board of the County of Tazewell County, 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 with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Toboggan Ave, 0.25, FAS 462/CH 14, TR 186 (Brownwood Rd), 0.25 Mi East

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The engineering design for Embankment Stability.

2. That there is hereby appropriated the sum of Fifty Five Thousand and 00/100

Dollars (\$55,000.00) 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, John C. Ackerman, County Clerk in and for said County of Tazewell County

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell County at a meeting held on February 28, 2024

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED THIS 28th DAY OF FEBRUARY, 2024

ATTEST:

TAZEWELL COUNTY CLERK

TAZEWELL COUNTY BOARD CHAIRMAN

MEETING: TRANSPORTATION COMMITTEE MINUTES

DATE/ TIME: Tuesday, January 23, 2024 - 1:30 P.M.

PRESENT: Chairman Greg Menold, Nancy Proehl, Jay Hall, Mike Harris, Kaden Nelms, Mike Deppert, and Roy Paget

ABSENT: Russ Crawford

PUBLIC COMMENTS: Chairman Menold welcomed new employee Ben Vogel. Mr. Vogel is a Civil Engineer, a graduate of Bradley University, and the selected applicant hired to fill Mr. Augspurger's previous position.

MINUTES: **MOTION BY HARRIS, SECOND BY PAGET** to approve the minutes of the November 7, 2023, meeting. **MOTION CARRIED** on voice vote.

NEW BUSINESS:

New Tandem

Mr. Parr stated that the low bid is nearly an identical truck to the last new tandem we purchased. Mr. Williams confirmed the bid is for a Western Star 49X, the exact truck that was approved last year. He stated CIT bid as well, and their bid was for a T880. While they were the higher bid anyway, one of their specifications was a bolt-on frame rail extensions to mount the plow instead of having a solid frame, which is not ideal. Mr. Harris inquired about the last Western Star in regards to performance and how it is liked by its driver and crew. Mr. Williams stated they all really, really like it, and it has worked out well. Chairman Menold asked how the price compares to last year's purchase. Mr. Augspurger stated it is a 4.5% increase. The committee all agreed that the increase was fair and could have been a lot worse considering the economic climate.

RESOLUTION:

T-24-1

MOTION BY PROEHL, SECOND BY NELMS to accept low bid of Truck Centers, Inc. in the amount of \$242,472.00, subject to review by County Engineer and the approval of the County Board. **MOTION CARRIED** on a voice vote. – **MEMBER HARRIS ABSTAINED.**

**Shop – Construction
MFT Appropriation
BLR 09110**

Mr. Parr reminded the committee of the reconstruction/upgrade plans for the Shop building (the building near the gas pumps). He stated a resolution has been passed previously to appropriate MFT funds to pay for engineering services, and now it is time to appropriate MFT funds to pay for construction. He also reminded the committee that the engineering and construction will be paid for by two different funds due to limitations of what MFT can pay for. County Highway will pay for the parts of the building, such as the shop office and restrooms, that MFT funds are not permitted to be used.

RESOLUTION:

T-24-2

MOTION BY DEPERT, SECOND BY PAGET to recommend to the County Board approval of a resolution appropriating a total amount of \$425,000 of Motor Fuel Tax Funds for construction of the shop building. **MOTION CARRIED** on a voice vote.

**Country Club Dr. –
Eng. Agreement
BLR 05530**

Mr. Parr stated there is a Groveland Township structure on Country Club Dr. that is in need of replacement. The resolution approves an engineering agreement to be able to proceed with engineering services. Township Bridge Program Funds and County Bridge Funds with pay at 80/20 (Township Br./Co. Br. and Groveland's local funds). Ms. Proehl inquired when construction would start. Mr. Augspurgen stated it is planned for 2026.

**RESOLUTION:
T-24-3**

MOTION BY HALL, SECOND BY HARRIS to recommend to the County Board approval of a resolution approving the LPA Engineering Services Agreement for bridge replacement on Country Club Dr. **MOTION CARRIED** on a voice vote.

**OLD BUSINESS:
County Engineer
Evaluation**

Chairman Menold continued the discussion from last month regarding the County Engineer's salary. He explained that he asked each member to fill out an evaluation form about Mr. Parr's job performance. He stated he compiled all of the comments and averaged the scores. Chairman Menold stated he has already had a chance to provide Mr. Parr with a completed copy of the evaluation and was able to discuss the results with him. He passed out a copy to each member. The Committee decided to go into Executive Sessions to be able to ask further questions if necessary.

Executive Session

MOTION BY CRAWFORD, SECOND BY HALL to move the Committee into Executive Session under 5 ILCS 120/2(c)(1) – Personnel at 1:54 P.M.

Chairman Menold moved the Committee out of Executive Session at 2:22 P.M.

**PROJECT UPDATES:
Design/Construction**

Mr. Parr briefly went over all of the current projects with changes since the last meeting. A few topics touched on more specifically were 2024 County General Maintenance, Venado Lakes, and Utility Permits. He stated the Mr. Augspurgen has started his annual review of the roads to be able to rate them and decide what will be in line for general maintenance. A meeting will occur Thursday, January 25, 2024, regarding Venado Lakes. Mr. Paul Mauer will be present. He is with IDNR, and he wrote the codes for rural subdivisions in the entire state of Illinois. Mr. Parr stated he is going to meet with Mr. Mauer and Mr. Ken Siegrist, Dillon Township Road Commissioner, to discuss options available for the Venado Lakes Homeowner's Association because at this time, the Association does not understand where liability and jurisdiction stands. Mr. Parr stated there are 18 Utility Permits already underway which is about double what is normally at hand.

**Salt Dome / Winter
Updates**

Mr. Parr stated the salt dome is complete and has been really nice in multiple ways. Mr. Williams provided the members with a chart showing salt ordered and used. The chart showed just how much salt could be used during one event depending on the type of event with temperature and wind being huge variables.

OTHER BUSINESS:
Village of Green Valley

Mr. Parr informed the Committee of the Mayor of Green Valley approaching one of maintenance crew employees at Casey's in Green Valley. The employee was stopped in his tandem during a during a snow event, and the mayor approached him to complain about the County's lack of snow plow and salt assistance when the truck comes through town. Toboggan Ave. is our route and runs right into Green Valley. The mayor threatened to put up weight limit signs to keep our tandems out of their village. Mr. Williams added that in the instance, the employee had actually continued to salt as he reached Casey's, but the County does not leave the plow down. If it had been done before, it was simply to be a "good neighbor" at the moment, but there is liability with leaving the plow down, such as catching a manhole over with our blade and create damage. It is also not the responsibility of the County to salt all the entities we pass through. Mr. Parr and Mr. Williams also stated that Green Valley cannot legally restrict our trucks from passing through as they are emergency vehicles.

**REPORTS AND
COMMUNICATIONS:**
Financial Reports

No comments.

APPROVAL OF BILLS:

MOTION BY CRAWFORD, SECOND BY HARRIS to receive and file financial reports of the six Highway funds and recommend payment to the County Board.

ADJOURNMENT:

Chairman Menold adjourned the meeting at 2:34PM. The next regularly scheduled meeting of the Transportation Committee is Tuesday, January 23, 2024, at 1:30PM.