

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that the attached Agreement between Tazewell County and Rescued Heart Animal Hospital to serve as the Deputy Administrator of Tazewell County Animal & Rabies Control be approved; and

WHEREAS, the Deputy Administrator will serve Tazewell County as the State of Illinois licensed veterinarian who will perform duties specified by contract as defined by the Illinois Animal Control Act; and

WHEREAS, compensation for said Deputy Administrator services will be paid based on services provided as outlined in the contract; and


WHEREAS, the terms of this contract will be from April 01, 2025 and shall continue in force until terminated by either party pursuant to this Agreement.

THEREFORE BE IT RESOLVED that the Tazewell County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Director of Animal & Rabies Control and the Auditor of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



**Tazewell County Animal & Rabies Control  
Deputy Administrator Agreement**

**THIS AGREEMENT** entered into as of the 1<sup>st</sup> day of April, 2025 by and between the County of Tazewell a body politic and corporate, (hereinafter referred to as the "County") and Rescued Heart Animal Hospital, (hereinafter referred to as "Deputy Administrator"):

**WITNESSETH:**

**WHEREAS**, the doctors of veterinary medicine at Rescued Heart Animal Hospital (hereinafter "RHAH") wish to enter into an Agreement which will effectively carry out the mandates as set forth in the Animal Control Act of Illinois (510 ILCS 5/1 et. seq.) and will effectively increase adoptions of animals housed at the shelter operated by Tazewell County Animal Control (hereinafter "TCAC").

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

The Animal Control Director shall be the Tazewell County Administrator of the Animal Control Act. The Director shall have the authority to appoint a Deputy Administrator(s) and Animal Control Officers as authorized by the Tazewell County Board. Through this the doctors of veterinary medicine at RHAH shall be named Deputy Administrators for TCAC.

**DEFINITIONS**

The Deputy Administrator is hereby hired to serve as Deputy Administrator of the Tazewell County Animal & Rabies Control program. For purposes of definition, "Deputy Administrator" means a Veterinarian licensed by the State of Illinois and who is appointed pursuant to this Act to perform the hereafter specified functions

**I. DUTIES OF RHAH**

RHAH agrees to:



- 1) Have their doctors of veterinary medicine serve as Deputy Administrators, pursuant to the Animal Control Act of Illinois (510 ILCS 5/1 et. seq.).
- 2) Examine a biting animal as soon as possible after it has been brought to the Animal Shelter for observation; and re-examine the animal on the tenth (10th) day following the day of the bite. These examinations shall be at the Tazewell County Animal Control Facility (21314 State Rout 9, Tremont, IL 61568)
- 3) Follow an examination schedule to be determined by the County Administrator and Animal Control and Protection Services Director (Every Friday at 11 a.m. for 30-60 minutes per visit).
- 4) Vaccinate against rabies all animals four months of age or older after they have been quarantined at the shelter for biting or when they have been impounded for the owner's failure to inoculate.
- 5) Vaccinate against rabies animals four months of age or older that are taken to adoption outreach events or transferred to licensed organizations such as breed rescue groups or other animal shelters.
- 6) Examine sick and/or injured animals at the animal shelter operated by the County (hereinafter "TCAC") during the scheduled examination and make recommendations for their care.
- 7) Examine critically sick and/or injured animals at RHAH for emergency care and make recommendations for their care.
- 8) Provide authorization as needed for TCAC to purchase veterinary medical supplies from veterinary supply companies.
- 9) Provide facilities, equipment, supplies, and staff upon availability to surgically alter animals that have been chosen for adoption from TCAC, provided that the veterinarians on rotation from the Tazewell County Veterinarian Association are unable to schedule the sterilization surgery.
- 10) Make recommendations concerning the TCAC facility medical program, TCAC will cover costs of medical supplies, medication, vaccines, etc.

## **II. DUTIES OF THE COUNTY**

The County agrees to:

- 1) Contract with RHAH for veterinary services to Tazewell County Animal Control.

- 2) Provide supplies and vaccines for medical care, first aid, and vaccinations at TCAC and prepare them prior to the 11 a.m. arrival of RHAH on Friday's exam day.
- 3) Identify animals for sterilization including those selected for adoption, adoption outreach events, transfer or those identified as third impoundments.
- 4) Assure that the buildings and equipment at TCAC are maintained in a safe and useable condition.
- 5) Enforce established procedures and laws pertaining to bite cases, rabid animals, use of County equipment, and issuance of citations for prosecution.
- 6) Prepare and record data on all animal bite cases which are reported to TCAC.
- 7) Promptly pay invoices received from RHAH in accordance with this contract.
- 8) Administer and supervise the duties of all employees in the Animal & Rabies Control Department.
- 9) Report to the County Board Chairman, as well as the Chairman of the Health Services Committee regarding problems or recommendations.

### **INSURANCE**

RHAH agrees that its doctors of veterinary medicine who provide direct service to TCAC shall obtain medical malpractice insurance at their own expense, and shall indemnify both themselves and the County from any and all liability as a result of their acts or omissions. RHAH further agrees to appear and defend, indemnify, and hold harmless TCAC in any lawsuit brought as a result of their doctors of veterinarians acts or omissions. RHAH further agrees that their doctors of veterinarian medicine's insurance policies shall have an upper limit of \$300,000 per act or omission.

A Certificate of Insurance or other evidence of said insurance policy shall be filed with the Tazewell County Board office.

### **III. TERM AND FEE FOR SERVICES RENDERED**

- a) This Agreement shall be effective when signed by both parties and shall continue in force until terminated by either party pursuant to this Agreement.
- b) The County shall pay RHAH the following fees as consideration for the performance of services by RHAH under this agreement. These fees shall be paid after services are rendered on a monthly basis; specifically the last business

day of each month.

Shelter Exams (Fridays at 11 a.m.)	\$200/visit
Diagnostics/Procedures/Emergency Services	25% discount

- c) The County further agrees to pay RHAH the following fees for the sterilization of animals adopted from the shelter in the event that the veterinarians that have entered into the "Tazewell County Spay/Neuter Surgery Agreement" are unable to schedule the sterilization surgery:

For each Female Dog	\$100.00
For each Male dog	\$75.00
For Each Female Cat	\$75.00
For Each Male Cat	\$50.00

**IV. TERMINATION**

This Agreement may be terminated by either party providing sixty (60) days written notice to the other, unless both parties mutually agree, in a writing signed by both, to an earlier termination. In the event of termination, each party shall perform its obligations under this Agreement up to the effective date of termination. After the effective date of termination, the parties shall be discharged of any further obligation under this Agreement.

**V. INDEPENDENT CONTRACTOR**

The parties hereby agree that RHAH is an independent contractor and not an employee of the County, and that nothing contained in the Agreement shall constitute or designate RHAH or any of its employees, agents, or contractors as employees of the County.

**VI. NOTICES**

All notices required or permitted hereunder shall be in writing and shall be deemed to have been directly delivered hereunder if mailed by First Class Mail, postage fully prepaid, to the respective parties at addresses as follows:

To: Tazewell County

Chairman of the Board  
11 South 4<sup>th</sup> Street, Suite 432  
Pekin, IL 61554

Animal and Rabies Control Director  
21314 Illinois Route 9, PO Box 158  
Tremont, IL 61568

To: Deputy Administrator

Jennifer Newcomb, D.V.M.  
Rescued Heart Animal Hospital  
3521 Broadway St.  
Pekin, IL 61554

**VII. MODIFICATION**

No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing and signed by both parties.

**VIII. ASSIGNMENT**


It is the specific intent and understanding between the parties that this Agreement is for personal services to be supplied by RHAH. Any attempt by RHAH to assign the services to be rendered hereunder, without specific written consent of the County shall be considered to be and shall constitute notice to the County of termination pursuant to paragraph IV "TERMINATION".

**IX. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

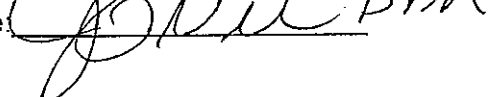
For Tazewell County:

Tazewell County Board Chairman

Date: 

For the Deputy Administrator:

Jennifer Newcomb, D.V.M.

Date:  PM

**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.

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**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:


Morton Road District, Section 19-14119-00-DR (Box Culvert Replacement on Robison Road over Tributary to Mud Creek): To Illinois Civil Contractors, Inc., in the amount of \$450,806.07, to be paid from TBP Funds, County Bridge Funds, and Morton Road District local 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, Illinois Department of Transportation, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 30th day of April, 2025

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

**STATE OF ILLINOIS  
TABULATION OF BIDS**

DATE: April 17, 2025

Sheet 1 of 2

Tazewell County				DATE: April 17, 2025		Illinois Civil Contractors, Inc.				Otto Baum Company, Inc.				Stark Excavating, Inc.					
Robison Rd. Box Culvert - Morton R.D.				APPROVED ESTIMATE: \$ 573,215.00				BID: \$ 450,806.07				BID: \$ 477,600.00				BID: \$ 556,819.28			
ITEM NO.	ITEM	UNIT	QTY.	PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL				
20300100	CHANNEL EXCAVATION	CU YD	660	\$ 40.00	\$ 26,400.00	\$ 53.67	\$ 35,422.20	\$ 35.44	\$ 23,390.40	\$ 29.00	\$ 19,140.00								
20700220	POROUS GRAN EMBANK	CU YD	335	\$ 100.00	\$ 33,500.00	\$ 70.88	\$ 23,744.80	\$ 100.68	\$ 33,727.80	\$ 78.00	\$ 26,130.00								
21400100	GRADING & SHAP DITCH	FOOT	24	\$ 40.00	\$ 960.00	\$ 61.19	\$ 1,468.56	\$ 17.67	\$ 424.08	\$ 28.00	\$ 672.00								
25000200	SEEDING CL 2	ACRE	0.25	\$ 8,200.00	\$ 2,050.00	\$ 11,811.76	\$ 2,952.94	\$ 11,515.08	\$ 2,878.77	\$ 10,825.00	\$ 2,706.25								
25100635	HD EROS CONTR BLANKET	SQ YD	1107	\$ 5.00	\$ 5,535.00	\$ 2.18	\$ 2,413.26	\$ 2.13	\$ 2,357.91	\$ 2.00	\$ 2,214.00								
28000305	TEMP DITCH CHECKS	FOOT	30	\$ 20.00	\$ 600.00	\$ 7.37	\$ 221.10	\$ 22.59	\$ 677.70	\$ 16.00	\$ 480.00								
28000400	PERIMETER EROS BAR	FOOT	120	\$ 11.00	\$ 1,320.00	\$ 5.21	\$ 625.20	\$ 8.56	\$ 1,027.20	\$ 9.00	\$ 1,080.00								
28000500	INLET & PIPE PROTECT	EACH	2	\$ 300.00	\$ 600.00	\$ 258.77	\$ 517.54	\$ 175.81	\$ 351.62	\$ 135.00	\$ 270.00								
28100209	STONE RIPRAP CL A5	TON	326	\$ 100.00	\$ 32,600.00	\$ 149.08	\$ 48,600.08	\$ 88.42	\$ 28,824.92	\$ 122.00	\$ 39,772.00								
28200200	FILTER FABRIC	SQ YD	353	\$ 5.00	\$ 1,765.00	\$ 3.43	\$ 1,210.79	\$ 3.39	\$ 1,196.67	\$ 5.50	\$ 1,941.50								
28300400	AGGREGATE DITCH	TON	6	\$ 200.00	\$ 1,200.00	\$ 210.54	\$ 1,263.24	\$ 209.63	\$ 1,257.78	\$ 150.00	\$ 900.00								
28400100	GABIONS	CU YD	37	\$ 400.00	\$ 14,800.00	\$ 302.93	\$ 11,208.41	\$ 570.07	\$ 21,092.59	\$ 529.00	\$ 19,573.00								
35101400	AGG BASE CSE B	TON	81	\$ 100.00	\$ 8,100.00	\$ 44.64	\$ 3,615.84	\$ 38.45	\$ 3,114.45	\$ 104.00	\$ 8,424.00								
40200800	AGG SURF CSE B	TON	12	\$ 50.00	\$ 600.00	\$ 74.33	\$ 891.96	\$ 59.90	\$ 718.80	\$ 154.00	\$ 1,848.00								
40600275	BIT MATLS PR CT	POUND	411	\$ 5.00	\$ 2,055.00	\$ 2.18	\$ 895.98	\$ 2.13	\$ 875.43	\$ 2.00	\$ 822.00								
40600290	BIT MATLS TACK CT	POUND	130	\$ 5.00	\$ 650.00	\$ 1.47	\$ 191.10	\$ 1.44	\$ 187.20	\$ 1.35	\$ 175.50								
40602978	HMA BC IL-9.5 N50	TON	16	\$ 500.00	\$ 8,000.00	\$ 434.86	\$ 6,957.76	\$ 423.94	\$ 6,783.04	\$ 400.00	\$ 6,400.00								
40604050	HMA SC IL-9.5 C N50	TON	15	\$ 500.00	\$ 7,500.00	\$ 434.86	\$ 6,522.90	\$ 423.94	\$ 6,359.10	\$ 400.00	\$ 6,000.00								
44000100	PAVEMENT REM	TON	179	\$ 40.00	\$ 7,160.00	\$ 18.99	\$ 3,399.21	\$ 20.72	\$ 3,708.88	\$ 19.00	\$ 3,401.00								
48101200	AGGREGATE SHLDS B	SQ YD	8	\$ 200.00	\$ 1,600.00	\$ 80.88	\$ 647.04	\$ 79.21	\$ 633.68	\$ 367.00	\$ 2,936.00								
50100100	REM EXIST STRUCT	EACH	1	\$ 40,000.00	\$ 40,000.00	\$ 27,594.77	\$ 27,594.77	\$ 19,034.17	\$ 19,034.17	\$ 38,685.00	\$ 38,685.00								
50105220	PIPE CULVERT REMOV	FOOT	107	\$ 30.00	\$ 3,210.00	\$ 29.95	\$ 3,204.65	\$ 25.13	\$ 2,688.91	\$ 9.00	\$ 963.00								
50800105	REINFORCEMENT BARS	POUND	28540	\$ 2.00	\$ 57,080.00	\$ 1.61	\$ 45,949.40	\$ 1.62	\$ 46,234.80	\$ 2.00	\$ 57,080.00								
50800205	REINF BARS, EPOXY CTD	POUND	1,490	\$ 5.00	\$ 7,450.00	\$ 1.75	\$ 2,607.50	\$ 2.05	\$ 3,054.50	\$ 2.00	\$ 2,980.00								
51500100	NAME PLATES	EACH	1	\$ 700.00	\$ 700.00	\$ 750.95	\$ 750.95	\$ 906.35	\$ 906.35	\$ 950.00	\$ 950.00								
54003000	CONC BOX CUL	CU YD	196.9	\$ 1,200.00	\$ 236,280.00	\$ 837.09	\$ 164,823.02	\$ 1,107.19	\$ 218,005.71	\$ 1,300.00	\$ 255,970.00								
54262715	METAL FLEN SEC 15"	EACH	2	\$ 700.00	\$ 1,400.00	\$ 632.48	\$ 1,264.96	\$ 668.02	\$ 1,336.04	\$ 585.00	\$ 1,170.00								
542D0220	P CUL CLD 1 15	FOOT	86	\$ 100.00	\$ 8,600.00	\$ 67.33	\$ 5,790.38	\$ 53.50	\$ 4,601.00	\$ 66.00	\$ 5,676.00								
59100100	GEOCOMPOSITE WALL DR	SQ YD	136	\$ 30.00	\$ 4,080.00	\$ 21.68	\$ 2,948.48	\$ 17.55	\$ 2,386.80	\$ 35.00	\$ 4,760.00								
66600105	FUR ERECT ROW MARKERS	EACH	8	\$ 300.00	\$ 2,400.00	\$ 309.37	\$ 2,474.96	\$ 340.17	\$ 2,721.36	\$ 360.00	\$ 2,880.00								
67100100	MOBILIZATION	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 22,540.30	\$ 22,540.30	\$ 21,628.89	\$ 21,628.89	\$ 23,000.00	\$ 23,000.00								
78001110	PAINT PVT MK LINE 4	FOOT	260	\$ 10.00	\$ 2,600.00	\$ 3.27	\$ 850.20	\$ 4.26	\$ 1,107.60	\$ 4.00	\$ 1,040.00								
X5810103	MEMBR WTRPR SYS B STR	SQ YD	136	\$ 70.00	\$ 9,520.00	\$ 67.39	\$ 9,165.04	\$ 19.36	\$ 2,632.96	\$ 55.00	\$ 7,480.00								
X7011800	TRAF CONT-PROT BLR 21	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 4,357.85	\$ 4,357.85	\$ 4,467.74	\$ 4,467.74	\$ 4,400.00	\$ 4,400.00								
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 3,273.47	\$ 3,273.47	\$ 6,298.30	\$ 6,298.30	\$ 4,400.00	\$ 4,400.00								
Z0051400	REM & RESET POSTS	EACH	1	\$ 100.00	\$ 100.00	\$ 110.05	\$ 110.05	\$ 379.45	\$ 379.45	\$ 500.00	\$ 500.00								
Z0077803	REMOV WOOD POST	EACH	3	\$ 100.00	\$ 300.00	\$ 110.06	\$ 330.18	\$ 175.8	\$ 527.40	\$ 0.01	\$ 0.03								



**STATE OF ILLINOIS  
TABULATION OF BIDS**

Sheet 2 of 2

Tazewell County Robison Rd. Box Culvert - Morton R.D. Sec. 19-14119-00-DR				DATE: April 17, 2025				Laverdiere Construction Inc.			
				APPROVED ESTIMATE: \$ 573,215.00				BID: \$ 597,914.50			
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20300100	CHANNEL EXCAVATION	CU YD	660	\$ 40.00	\$ 26,400.00	\$ 33.00	\$ 21,780.00	\$ 33.00	\$ 21,780.00	\$ -	\$ -
20700220	POROUS GRAN EMBANK	CU YD	335	\$ 100.00	\$ 33,500.00	\$ 120.00	\$ 40,200.00	\$ 120.00	\$ 40,200.00	\$ -	\$ -
21400100	GRADING & SHAP DITCH	FOOT	24	\$ 40.00	\$ 960.00	\$ 47.00	\$ 1,128.00	\$ 47.00	\$ 1,128.00	\$ -	\$ -
25000200	SEEDING CL 2	ACRE	0.25	\$ 8,200.00	\$ 2,050.00	\$ 15,340.00	\$ 3,835.00	\$ 15,340.00	\$ 3,835.00	\$ -	\$ -
25100635	HD EROS CONTR BLANKET	SQ YD	1107	\$ 5.00	\$ 5,535.00	\$ 3.00	\$ 3,321.00	\$ 3.00	\$ 3,321.00	\$ -	\$ -
28000305	TEMP DITCH CHECKS	FOOT	30	\$ 20.00	\$ 600.00	\$ 20.00	\$ 600.00	\$ 20.00	\$ 600.00	\$ -	\$ -
28000400	PERIMETER EROS BAR	FOOT	120	\$ 11.00	\$ 1,320.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ -	\$ -
28000500	INLET & PIPE PROTECT	EACH	2	\$ 300.00	\$ 600.00	\$ 225.00	\$ 450.00	\$ 225.00	\$ 450.00	\$ -	\$ -
28100209	STONE RIPRAP CL A5	TON	326	\$ 100.00	\$ 32,600.00	\$ 133.00	\$ 43,358.00	\$ 133.00	\$ 43,358.00	\$ -	\$ -
28200200	FILTER FABRIC	SQ YD	353	\$ 5.00	\$ 1,765.00	\$ 3.50	\$ 1,235.50	\$ 3.50	\$ 1,235.50	\$ -	\$ -
28300400	AGGREGATE DITCH	TON	6	\$ 200.00	\$ 1,200.00	\$ 263.00	\$ 1,578.00	\$ 263.00	\$ 1,578.00	\$ -	\$ -
28400100	GABIONS	CU YD	37	\$ 400.00	\$ 14,800.00	\$ 680.00	\$ 25,160.00	\$ 680.00	\$ 25,160.00	\$ -	\$ -
35101400	AGG BASE CSE B	TON	81	\$ 100.00	\$ 8,100.00	\$ 53.00	\$ 4,293.00	\$ 53.00	\$ 4,293.00	\$ -	\$ -
40200800	AGG SURF CSE B	TON	12	\$ 50.00	\$ 600.00	\$ 79.00	\$ 948.00	\$ 79.00	\$ 948.00	\$ -	\$ -
40600275	BIT MATLS PR CT	POUND	411	\$ 5.00	\$ 2,055.00	\$ 3.00	\$ 1,233.00	\$ 3.00	\$ 1,233.00	\$ -	\$ -
40600290	BIT MATLS TACK CT	POUND	130	\$ 5.00	\$ 650.00	\$ 2.00	\$ 260.00	\$ 2.00	\$ 260.00	\$ -	\$ -
40602978	HMA BC IL-9.5 N50	TON	16	\$ 500.00	\$ 8,000.00	\$ 518.00	\$ 8,288.00	\$ 518.00	\$ 8,288.00	\$ -	\$ -
40604050	HMA SC IL-9.5 C N50	TON	15	\$ 500.00	\$ 7,500.00	\$ 518.00	\$ 7,770.00	\$ 518.00	\$ 7,770.00	\$ -	\$ -
44000100	PAVEMENT REM	SQ YD	179	\$ 40.00	\$ 7,160.00	\$ 25.00	\$ 4,475.00	\$ 25.00	\$ 4,475.00	\$ -	\$ -
48101200	AGGREGATE SHLDS B	TON	8	\$ 200.00	\$ 1,600.00	\$ 80.00	\$ 640.00	\$ 80.00	\$ 640.00	\$ -	\$ -
50100100	REM EXIST STRUCT	EACH	1	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
50105220	PIPE CULVERT REMOV	FOOT	107	\$ 30.00	\$ 3,210.00	\$ 25.00	\$ 2,675.00	\$ 25.00	\$ 2,675.00	\$ -	\$ -
50800105	REINFORCEMENT BARS	POUND	28540	\$ 2.00	\$ 57,080.00	\$ 2.50	\$ 71,350.00	\$ 2.50	\$ 71,350.00	\$ -	\$ -
50800205	REINF BARS, EPOXY CTD	POUND	1490	\$ 5.00	\$ 7,450.00	\$ 2.40	\$ 3,576.00	\$ 2.40	\$ 3,576.00	\$ -	\$ -
51500100	NAME PLATES	EACH	1	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ -	\$ -
54003000	CONC BOX CUL	CU YD	196.9	\$ 1,200.00	\$ 236,280.00	\$ 1,250.00	\$ 246,125.00	\$ 1,250.00	\$ 246,125.00	\$ -	\$ -
54262715	METAL FLEN SEC 15"	EACH	2	\$ 700.00	\$ 1,400.00	\$ 725.00	\$ 1,450.00	\$ 725.00	\$ 1,450.00	\$ -	\$ -
542D0220	P CUL CL D 1 15	FOOT	86	\$ 100.00	\$ 8,600.00	\$ 61.00	\$ 5,246.00	\$ 61.00	\$ 5,246.00	\$ -	\$ -
59100100	GEOCOMPOSITE WALL DR	SQ YD	136	\$ 30.00	\$ 4,080.00	\$ 65.00	\$ 8,840.00	\$ 65.00	\$ 8,840.00	\$ -	\$ -
66600105	FUR ERECT ROW MARKERS	EACH	8	\$ 300.00	\$ 2,400.00	\$ 700.00	\$ 5,600.00	\$ 700.00	\$ 5,600.00	\$ -	\$ -
67100100	MOBILIZATION	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 20,600.00	\$ 20,600.00	\$ 20,600.00	\$ 20,600.00	\$ -	\$ -
78001110	PAINT PVT MK LINE 4	FOOT	260	\$ 10.00	\$ 2,600.00	\$ 21.00	\$ 5,460.00	\$ 21.00	\$ 5,460.00	\$ -	\$ -
X5810103	MEMBR WTRPR SYS B STR	SQ YD	136	\$ 70.00	\$ 9,520.00	\$ 115.00	\$ 15,640.00	\$ 115.00	\$ 15,640.00	\$ -	\$ -
X7011800	TRAF CONSTRUCTION BLR 21	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 7,600.00	\$ 7,600.00	\$ 7,600.00	\$ 7,600.00	\$ -	\$ -
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -
Z0051400	REM & RESET POSTS	EACH	1	\$ 100.00	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
Z0077803	REMOV WOOD POST	EACH	3	\$ 100.00	\$ 300.00	\$ 200	\$ 600.00	\$ 200	\$ 600.00	\$ -	\$ -

**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**, 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:

Section 25-00000-01-GM (7.210 Miles: Hot-Mix Asphalt, Milling & Resurfacing; Various Locations): To R. A. Cullinan & Son, a Division of UCM, in the amount of \$2,421,898.32, to be paid from County Motor Fuel Tax Funds, Line Item 212-400-5327.


**THEREFORE BE IT RESOLVED** that the County Board award the contract, 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 30th day of April, 2025

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

STATE OF ILLINOIS  
TABULATION OF BIDS

Sheet 1 of 1

Tazewell County		DATE: April 17, 2025		R.A. Cullinan & Son			
Sec. 25-00000-01-GM		APPROVED ESTIMATE: \$ 2,517,110.10		BID: \$ 2,421,898.32		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS TACK CT	POUND	86,163	\$ 1.90	\$ 163,709.70	\$ 1.85	\$ 159,401.55
2	HMA SURF REM BUTT JT	SQ YD	1,435	\$ 37.00	\$ 53,095.00	\$ 38.47	\$ 55,204.45
3	TEMPORARY RAMP	SQ YD	100	\$ 60.00	\$ 6,000.00	\$ 62.29	\$ 6,229.00
4	P HMA SC IL-9.5 C N50	TON	7,905	\$ 155.00	\$ 1,225,275.00	\$ 144.10	\$ 1,139,110.50
5	P HMA SC IL-9.5 D N50	TON	2,016	\$ 155.00	\$ 312,480.00	\$ 152.30	\$ 307,036.80
6	MATL TRANSFER DEVICE	TON	9,921	\$ 3.60	\$ 35,715.60	\$ 3.52	\$ 34,921.92
7	INCIDENTAL HMA SURF	TON	180	\$ 330.00	\$ 59,400.00	\$ 428.38	\$ 77,108.40
8	HMA SURF REM 1 1/2	SQ YD	118,234	\$ 2.75	\$ 325,143.50	\$ 2.80	\$ 331,055.20
9	AGGREGATE SHLDS B SPL	TON	2,585	\$ 60.00	\$ 155,100.00	\$ 54.02	\$ 139,641.70
10	SHORT TERM PAVT MKING	FOOT	15,264	\$ 1.65	\$ 25,185.60	\$ 1.39	\$ 21,216.96
11	SHRT TRM PAVT MK REM	SQ FT	1,696	\$ 9.00	\$ 15,264.00	\$ 6.69	\$ 11,346.24
12	MOD URETH PM LTR-SYM	SQ FT	94	\$ 15.00	\$ 1,404.00	\$ 4.95	\$ 463.32
13	MOD URETH PM LINE 4	FOOT	6,346	\$ 2.20	\$ 13,961.20	\$ 1.64	\$ 10,407.44
14	MOD URETH PM LINE 8	FOOT	450	\$ 4.50	\$ 2,025.00	\$ 3.30	\$ 1,485.00
15	MOD URETH PM LINE 12	FOOT	291	\$ 6.50	\$ 1,891.50	\$ 4.84	\$ 1,408.44
16	MOD URETH PM LINE 24	FOOT	70	\$ 14.00	\$ 980.00	\$ 9.90	\$ 693.00
17	RAISED REF PVT MK REM	EACH	472	\$ 40.00	\$ 18,880.00	\$ 54.51	\$ 25,728.72
18	RAISED REF PAVT MKR	EACH	532	\$ 50.00	\$ 26,600.00	\$ 39.24	\$ 20,875.68
19	TRAF CONT & PROT SPL	L SUM	1	\$ 35,000.00	\$ 35,000.00	\$ 37,502.00	\$ 37,502.00
20	MOBILIZATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 41,062.00	\$ 41,062.00

**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**, the Transportation Committee received bids; and

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

Section 25-00000-05-GM (Hot-Mix Asphalt Shoulder Widening on Hopedale Road (CH 9) in Tazewell County): To R. A. Cullinan & Son, a Division of UCM, in the amount of \$90,464.25, to be paid from County Matching Tax Funds, Line Item 215-400-5580.

**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 30th day of April, 2025

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

## Sheet 1 of 1

10/10/2010

24

**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:

Spring Lake Road District, Section 25-17000-02-GM (Pulverization of TR 101- Bass Road in Spring Lake Road District): To Beniach Construction Co. Inc., in the amount of \$59,920.08 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 30th day of April, 2025

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman



## Sheet 1 of 1

DATE: April 17, 2025

26



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

T-25-11 (P1 of 4)

Section Number

25-00051-00-ES

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Tazewell

Name of Local Public Agency

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:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

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

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 per JOINT FUNDING AGREEMENT - UNIFIED PLANNING WORK PROGRAM FY 2026 for the period July 1, 2025 to June 30, 2026 (FY 2026)

2. That there is hereby appropriated the sum of Fourty-Two Thousand Four Hundred Thirty-Seven and 35/100

Dollars ( \$42,437.35 ) 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

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Tazewell

Name of Local Public Agency

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

Governing Body Type

of Tazewell

Name of Local Public Agency

at a meeting held on April 30, 2025

Date

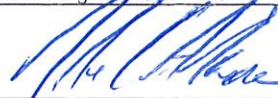
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30<sup>th</sup> day of April 2025.

Day

Month, Year


(SEAL, if required by the LPA)

Clerk Signature & Date

 4/30/2025

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.

-----

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

**BE IT FURTHER RESOLVED**, the County Board Chairman or the County Administrator is hereby authorized to sign the Agreement entitled "JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2026"; a copy of which is attached hereto and incorporated herein.

ADOPTED this 30th day of April, 2025

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

## Attachment A

### JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2026

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 **\$974,105.55** in Federal Metropolitan Planning (PL) funds. The funding requires a 20% non-federal match, requiring a total match of **\$243,526.39** for Fiscal Year 2026. It is further agreed that the Greater Peoria Mass Transit District (GPMTD) provides **\$3,800** as a pass-through membership fee for participation in the planning process.

The Federal PL funds and local dollars will be utilized for the work and services performed in accordance with the Unified Planning Work Program (UPWP). 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 the local match, 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 no later than November 1, 2025. 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 GPMTD.

The local money for FY 2026 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 2024.

Community	2024 MFT Allotment	2024 MFT %	FY 2026 Contribution
Peoria County	\$ 2,177,653.44	22.48%	\$ 53,900.81
Tazewell County	\$ 1,714,516.84	17.70%	\$ 42,437.35
Woodford County	\$ 596,926.38	6.16%	\$ 14,774.99
Bartonville, Village of	\$ 133,644.24	1.38%	\$ 3,307.93
Chillicothe, City of	\$ 137,758.11	1.42%	\$ 3,409.76
Creve Coeur, Village of	\$ 110,916.85	1.15%	\$ 2,745.39
East Peoria, City of	\$ 505,442.75	5.22%	\$ 12,510.61
Germantown Hills, Village of	\$ 76,702.12	0.79%	\$ 1,898.51
Morton, Village of	\$ 384,792.00	3.97%	\$ 9,524.29
Pekin, City of	\$ 713,316.31	7.37%	\$ 17,655.85
Peoria, City of	\$ 2,543,624.20	26.26%	\$ 62,959.24
Peoria Heights, Village of	\$ 132,812.47	1.37%	\$ 3,287.35
Washington, City of	\$ 361,277.82	3.73%	\$ 8,942.27
West Peoria, City of	\$ 95,832.72	0.99%	\$ 2,372.03
GPMTD	N/A	N/A	\$ 3,800.00
<b>Total</b>			<b>\$243,526.39</b>

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:

Peoria County	_____	Date	_____
Tazewell County	 _____	Date	<u>5/1/25</u>
Woodford County	_____	Date	_____
Bartonville	_____	Date	_____
Chillicothe	_____	Date	_____
Creve Coeur	_____	Date	_____
East Peoria	_____	Date	_____
Germantown Hills	_____	Date	_____
Morton	_____	Date	_____
Pekin	_____	Date	_____
Peoria	_____	Date	_____
Peoria Heights	_____	Date	_____
Washington	_____	Date	_____
West Peoria	_____	Date	_____
GPMTD	_____	Date	_____



**COMMITTEE REPORT**  
**LU-25-03**  
**(ZBA Case No. 25-09-S)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Petition of Cincinnati CSG 1, LLC.

---

**R E S O L U T I O N**

**WHEREAS**, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

**WHEREAS**, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

**WHEREAS**, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on April 1, 2025 in Case No. 25-09-S; and

**WHEREAS**, the ZBA deliberated its decision on April 1, 2025 and voted to recommend *APPROVAL* of the Special Use with conditions; and

**WHEREAS**, your Land Use Committee met on April 8, 2025 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

**WHEREAS**, your Land Use Committee voted to recommend *APPROVAL* of the Special Use with conditions; as established by the ZBA;

**WHEREAS**, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

**NOW THEREFORE BE IT RESOLVED**, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case No. 25-09-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

**BE IT FURTHER RESOLVED** that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this 30th day of April, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Board Chairman

  
\_\_\_\_\_  
Tazewell County Clerk



**AN ORDINANCE GRANTING A SPECIAL USE  
UNDER THE PROVISIONS OF TITLE XV,  
CHAPTER 157, ZONING CODE OF TAZEWEILL COUNTY  
ON PETITION OF CINCINNATI CSG 1, LLC**

(Zoning Board Case No. 25-09-S)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Cincinnati CSG 1, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 25-09-S was held by the Tazewell County Zoning Board of Appeals on April 1, 2025, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending APPROVAL with the following conditions be established:

1. The fence style shall be a chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of evergreen trees, shall be 3-5' at planting, and lower-level vegetation to provide a denser screening, as proposed as stated in testimony and in any other location as determined desirable by the Community Development Administrator.

; and

**WHEREAS**, said report of the Zoning Board of Appeals contained the following findings of

fact:

1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

(POSITIVE) The Special Use conforms to all applicable regulations of the Tazewell County Zoning Code to be enforced by the Community Development Administrator.

2. *The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations, or of any officially adopted Comprehensive Plan of a municipality with a 1.5 mile planning jurisdiction.*

(POSITIVE) The proposed special use is within 1.5 miles of the City of Pekin which has an adopted Comprehensive Plan from 2006. This plan was updated in 2011 to modify the subject property's future land use designation from low-density residential to industrial. The only zoning districts in the City of Pekin which permit solar farms through a special use permit are industrially zoned properties. The proposed special use is consistent with the following policies of the Tazewell County Comprehensive Plan:

- o Minimize conflict between land uses
- o Allow for supplemental uses to supplement farm income and support the financial viability of farms.

3. *The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.*

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. *The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

(POSITIVE) The proposed solar farm is in an agricultural area south of the City of Pekin, immediately south of Highway 9. The special use site area has a berm with mature vegetation to the east, blocking any views of the proposed farm from 14th St. The residential area to the northeast has substantial amounts of mature vegetation to block view of the

proposed solar farm. The applicant has proposed a 20 ft landscape buffer, consisting of evergreen trees, on the northern side of the solar farm adjacent to Highway 9 to shield views from the roadway. Per the reasons listed above, adverse visual impacts on adjacent properties should prove minimal.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.*

(POSITIVE) The surrounding area is primarily agriculture land with some residential development to the northeast and east of the site. When operated appropriately, a solar farm is a low-intensity use which should not create any health or safety hazards. Given this context, the proposed special use should not pose a significant risk to the public health, safety, morals, comfort, or general welfare of the neighboring vicinity.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

(POSITIVE) Once operational, solar farms requires little maintenance and do not require full-time staff to operate. Therefore, the proposed special use should pose no threat to nearby property owners' use and enjoyment of their property.

7. *The Special Use shall not substantially diminish and impair property values within the neighborhood.*

(POSITIVE) Given the low-intensity and non-polluting natures of the project, establishment of the special use should not substantially diminish or impair property value in the surrounding area.

8. *That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.*

(POSITIVE) Per the application, all utilities and necessary facilities will be provided.

9. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) Construction of the solar farm will require an entrance onto Illinois Route 9. The proposed solar farm will likely cause a temporary increase to traffic during construction but should have little to no impact on traffic afterward. Due to high traffic speeds on IL-9 in the area, the applicant should work closely with the Illinois Department of Transportation to design entrances that minimize traffic hazards. Based on these considerations, this finding is judged to be positive.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

Not Applicable

11. *Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

(POSITIVE) Once operational, a solar farm is a low-intensity use and will not hinder the operation or expansion of a livestock feeding operation within a one half mile of the subject property.

12. *Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.*

(POSITIVE) The subject property contains soils with productivity index ratings ranging from 110 to 145, with a majority of the special use site upon soils of a productivity index of 145. Solar projects are typically constructed in agricultural areas, but the fact remains that the requested special use would temporarily remove some prime agriculture land from production. However, when solar farms are built and maintained properly, they should not destroy the soil beneath, they should not negatively impact storm water infiltration, and the land may be reverted to farmland when the solar array is decommissioned. Therefore, this

finding is judged to be positive.

13. *The Special Use is consistent with the existing uses of property within the general area of the property in question.*

(POSITIVE) Most solar farms are best-suited for open agricultural areas, and the proposed array is in such an area. Moreover, the proposed special use should not disturb the residential properties nearby due to sufficient vegetative screening. Therefore, the proposed solar farm is consistent with surrounding uses of property.

14. *The property is suitable for the Special Use as proposed.*

(POSITIVE) Given the reasons stated above, the subject property is suitable for the requested special use, with one condition.

which findings of fact are hereby \_\_\_\_\_ by the County Board as the reason for \_\_\_\_\_ the Special Use request, with conditions.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:**

**SECTION I.** The petition of Cincinnati CSG 1, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Robert S. Orr, Trustee of the Orr Family Trust, 5 Rosewood Ln., Pekin, Illinois

Currently a part of P.I.N. 10-10-14-300-006 and 10-10-14-300-004; an approximate 30 acres utilized of a combined 157 acre parcel located in part of the E ½ of the SW ¼ of Sec 14, T24N, R5W of the 3<sup>rd</sup> P.M.. Cincinnati Twp., Tazewell Co., IL;

located along the South side of Veterans Dr. approximately ¼ of a mile West of the intersection of Veterans Dr. and Fourteenth St., Pekin, IL is hereby granted, with conditions.


**SECTION II.** The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

PASSED AND ADOPTED this 30<sup>th</sup> day of April, 2025.

Ayes 12      Nays 1      Absent 2

  
\_\_\_\_\_  
Chairman  
Tazewell County Board

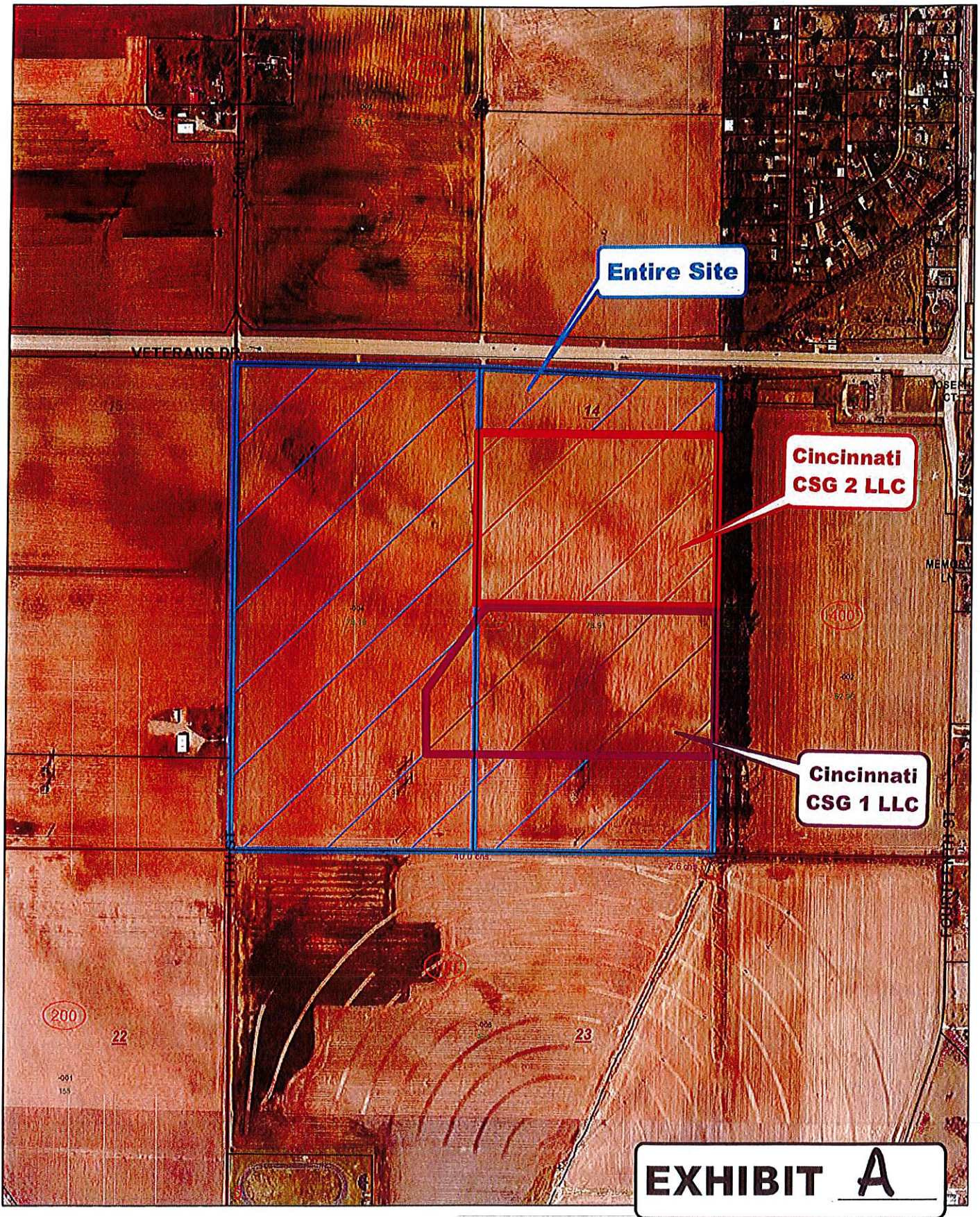
ATTEST:

  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois



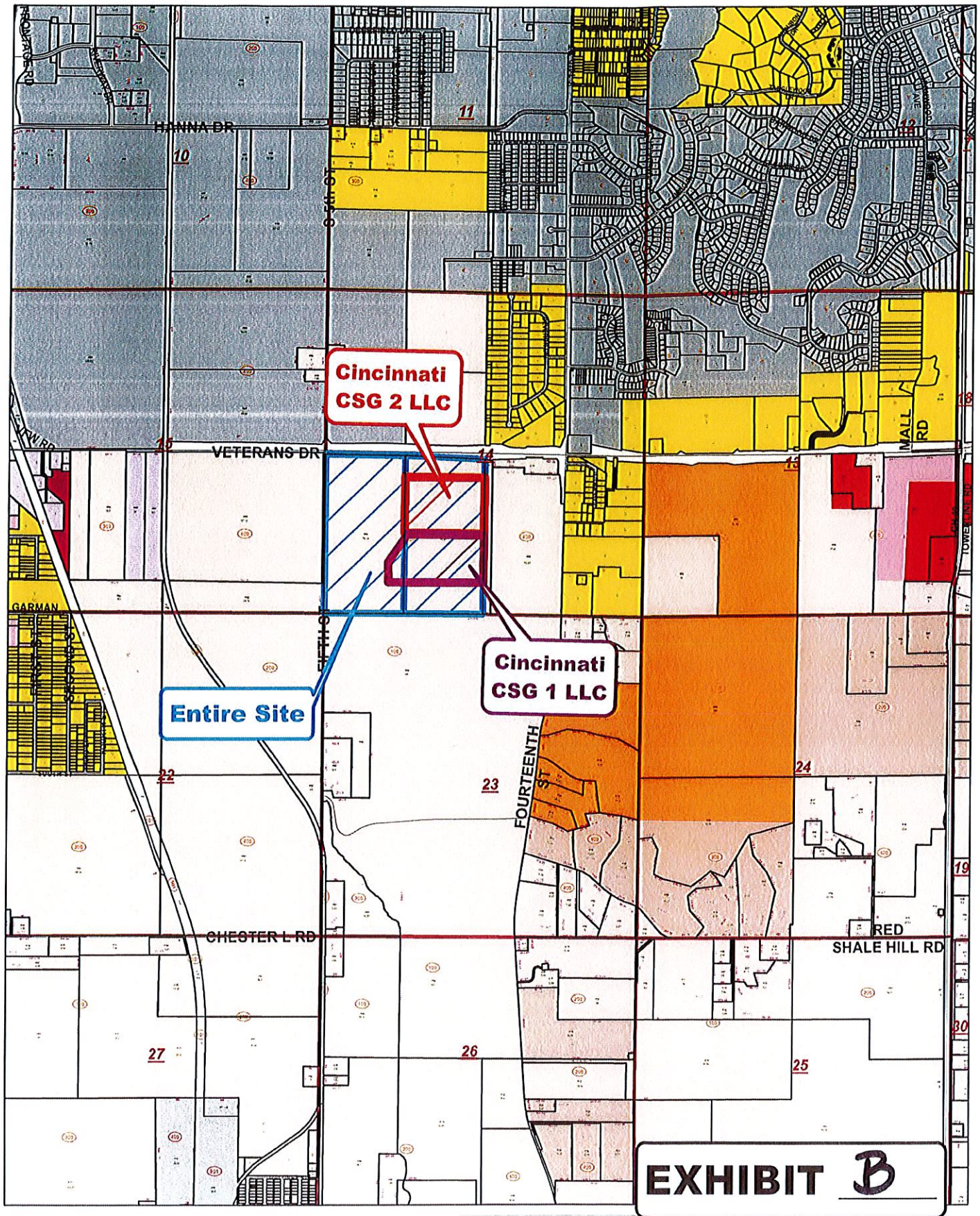






0 185 370 740 1,110 1,480 Feet





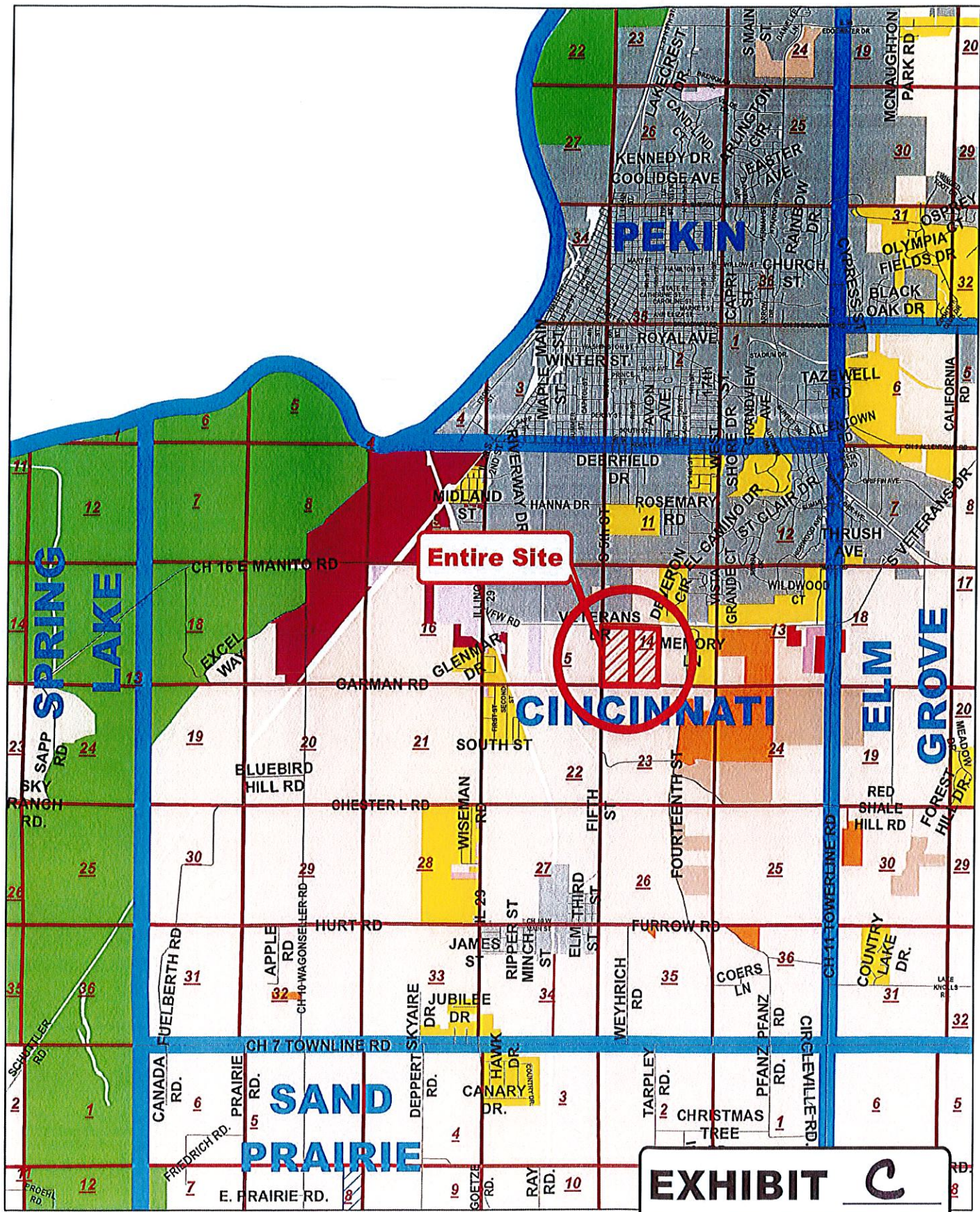
0 550 1,100 2,200 3,300 4,400 Feet

Zoning District



A-1 C-1 CITY I-1 R-1 R-R  
A-2 C-2 CONS I-2 R-2





0 1,503,100 6,200 9,300 12,400 Feet

Zoning District

A-1 C-1 CITY I-1 R-1 R-R  
AG Area A-2 C-2 CONS I-2 R-2



**COMMITTEE REPORT**  
**LU-25-04**  
**(ZBA Case No. 25-10-S)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Petition of Cincinnati CSG 2, LLC.

---

**R E S O L U T I O N**

**WHEREAS**, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

**WHEREAS**, said ordinance requires a Special Use for a Commercial Solar Energy Facility in the "A-1" Agriculture Preservation District; and

**WHEREAS**, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on April 1, 2025 in Case No. 25-10-S; and

**WHEREAS**, the ZBA deliberated its decision on April 1, 2025 and voted to recommend *APPROVAL* of the Special Use with conditions; and

**WHEREAS**, your Land Use Committee met on April 8, 2025 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

**WHEREAS**, your Land Use Committee voted to recommend *APPROVAL* of the Special Use with conditions; as established by the ZBA;

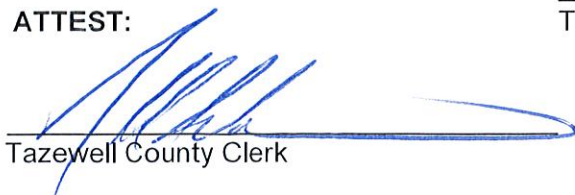
**WHEREAS**, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

**NOW THEREFORE BE IT RESOLVED**, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case. No. 25-10-S with the finding of fact as provided by the ZBA/Land Use Committee with conditions.

**BE IT FURTHER RESOLVED** that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this 30th day of April, 2025.

**ATTEST:**

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**AN ORDINANCE GRANTING A SPECIAL USE  
UNDER THE PROVISIONS OF TITLE XV,  
CHAPTER 157, ZONING CODE OF TAZEWEILL COUNTY  
ON PETITION OF CINCINNATI CSG 2, LLC**

(Zoning Board Case No. 25-10-S)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Cincinnati CSG 2, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 25-10-S was held by the Tazewell County Zoning Board of Appeals on April 1, 2025, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending APPROVAL with the following conditions be established:

1. The fence style shall be a chain-link with steel post, in accordance with the height requirements of § 156.06 (B)(1)(f).
2. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility and all land outside of the perimeter fence identified in the agreement as a part of the lease is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
3. Emergency and non-emergency contact information shall be kept up to date with the Community Development Department and be posted in a conspicuous manner at the main entrance to the facility and also visible from the public roadway.
4. Vegetative screening, such as a species of evergreen trees, shall be 3-5' at planting, and lower-level vegetation to provide a denser screening, as proposed as stated in testimony and in any other location as determined desirable by the Community Development Administrator.

; and

**WHEREAS**, said report of the Zoning Board of Appeals contained the following findings of

fact:

1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

(POSITIVE) The Special Use conforms to all applicable regulations of the Tazewell County Zoning Code to be enforced by the Community Development Administrator.

2. *The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations, or of any officially adopted Comprehensive Plan of a municipality with a 1.5 mile planning jurisdiction.*

(POSITIVE) The proposed special use is within 1.5 miles of the City of Pekin which has an adopted Comprehensive Plan from 2006. This plan was updated in 2011 to modify the subject property's future land use designation from low-density residential to industrial. The only zoning districts in the City of Pekin which permit solar farms through a special use permit are industrially zoned properties. The proposed special use is consistent with the following policies of the Tazewell County Comprehensive Plan:

- o Minimize conflict between land uses
- o Allow for supplemental uses to supplement farm income and support the financial viability of farms.

3. *The petitioner has met the requirements of Article 25 of the Tazewell County Zoning Code.*

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. *The Site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

(POSITIVE) The proposed solar farm is in an agricultural area south of the City of Pekin, immediately south of Highway 9. The special use site area has a berm with mature vegetation to the east, blocking any views of the proposed farm from 14th St. The residential

area to the northeast has substantial amounts of mature vegetation to block view of the proposed solar farm. The applicant has proposed a 20 ft landscape buffer, consisting of evergreen trees, on the northern side of the solar farm adjacent to Highway 9 to shield views from the roadway. Per the reasons listed above, adverse visual impacts on adjacent properties should prove minimal.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.*

(POSITIVE) The surrounding area is primarily agriculture land with some residential development to the northeast and east of the site. When operated appropriately, a solar farm is a low-intensity use which should not create any health or safety hazards. Given this context, the proposed special use should not pose a significant risk to the public health, safety, morals, comfort, or general welfare of the neighboring vicinity.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

(POSITIVE) Once operational, solar farms requires little maintenance and do not require full-time staff to operate. Therefore, the proposed special use should pose no threat to nearby property owners' use and enjoyment of their property.

7. *The Special Use shall not substantially diminish and impair property values within the neighborhood.*

(POSITIVE) Given the low-intensity and non-polluting natures of the project, establishment of the special use should not substantially diminish or impair property value in the surrounding area.

8. *That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.*

(POSITIVE) Per the application, all utilities and necessary facilities will be provided.

9. *Adequate measures have been or will be taken to provide ingress and egress so designed*



*as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) Construction of the solar farm will require an entrance onto Illinois Route 9. The proposed solar farm will likely cause a temporary increase to traffic during construction but should have little to no impact on traffic afterward. Due to high traffic speeds on IL-9 in the area, the applicant should work closely with the Illinois Department of Transportation to design entrances that minimize traffic hazards. Based on these considerations, this finding is judged to be positive.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

Not Applicable

11. *Evidence presented establishes that granting the use, which is located more than one-half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

(POSITIVE) Once operational, a solar farm is a low-intensity use and will not hinder the operation or expansion of a livestock feeding operation within a one half mile of the subject property.

12. *Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.*

(POSITIVE) The subject property contains soils with productivity index ratings ranging from 110 to 145, with approximately 75% of the special use site upon soils of a productivity index of 110. Still, when solar farms are built and maintained properly, they should not destroy the soil beneath, they should not negatively impact storm water infiltration, and the land may be reverted to farmland when the solar array is decommissioned. Therefore, this finding is judged to be positive.

13. *The Special Use is consistent with the existing uses of property within the general area of*

*the property in question.*

(POSITIVE) Most solar farms are best-suited for open agricultural areas, and the proposed array is in such an area. Moreover, the proposed special use should not disturb the residential properties nearby due to sufficient vegetative screening. Therefore, the proposed solar farm is consistent with surrounding uses of property.

14. *The property is suitable for the Special Use as proposed.*

(POSITIVE) Given the reasons stated above, the subject property is suitable for the requested special use, with one condition.

which findings of fact are hereby \_\_\_\_\_ by the County Board as the reason for \_\_\_\_\_ the Special Use request, with conditions.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:**

**SECTION I.** The petition of Cincinnati CSG 2, LLC for a Special Use to allow the construction of a 5 Mega Watt Commercial Solar Farm in an A-1 Agriculture Preservation District on the following described property:

Current Owner of Property: Robert S. Orr, Trustee of the Orr Family Trust, 5 Rosewood Ln., Pekin, Illinois

Currently a part of P.I.N. 10-10-14-300-006; an approximate 28 acres utilized of a 78.91 acre parcel located in part of the E ½ of the SW ¼ of Sec 14, T24N, R5W of the 3<sup>rd</sup> P.M.. Cincinnati Twp., Tazewell Co., IL;

located along the South side of Veterans Dr. approximately ¼ of a mile West of the intersection of Veterans Dr. and Fourteenth St., Pekin, IL is hereby granted, with conditions.

**SECTION II.** The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

**PASSED AND ADOPTED** this 30<sup>th</sup> day of April, 2025.

Ayes 12 Nays 7 Absent 2

  
\_\_\_\_\_  
Chairman  
Tazewell County Board

ATTEST:

  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois





LEGEND:

- PROPERTY LINE
- PROPOSED FENCE
- PROPOSED STONE DRIVEWAY
- PROPOSED UNDERGROUND ELECTRIC



Attention:  
If this scale bar is used, the drawing is not original scale.

Designed	VO
Drawn	VO
Checked	BMM
Approved	BMM
P.E. No.	

GEI Project 2403528



**DIMENSION RENEWABLE ENERGY**  
3050 PEACHTREE RD  
4TH FLOOR, SUITE 460  
ATLANTA, GA 30305

**CINCINNATI CSG 2 LLC**  
4.95 MWdc, 7.5 MWdc SOLAR ARRAY  
CINCINNATI TOWNSHIP,  
TAZEWELL COUNTY,  
ILLINOIS

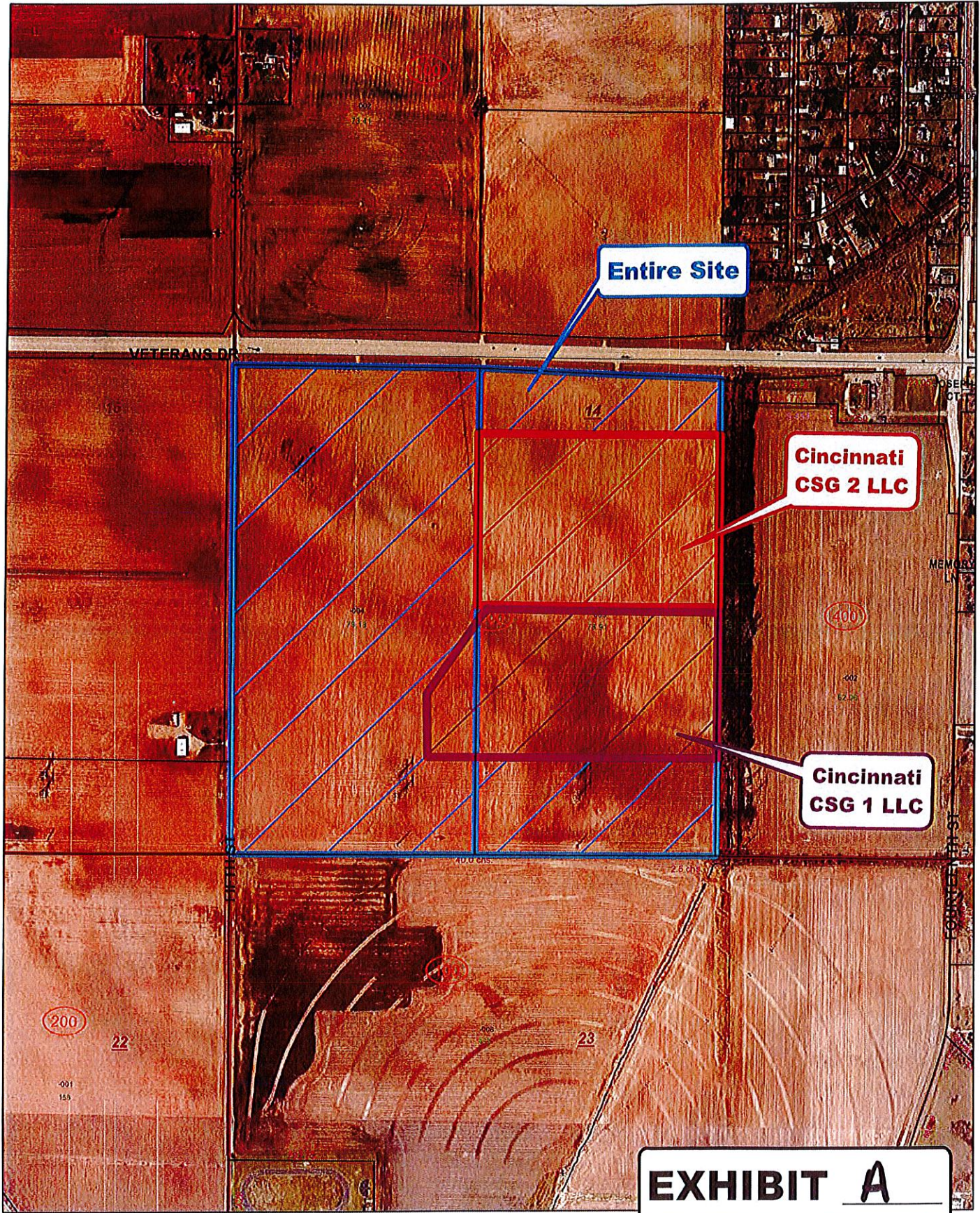
NO.	DATE	ADDRESS	ISSUE/REVISION	VD	APP
1	3/10/2025				

SHEET NAME  
**SITE PLAN**

SHEET NO.  
C-002

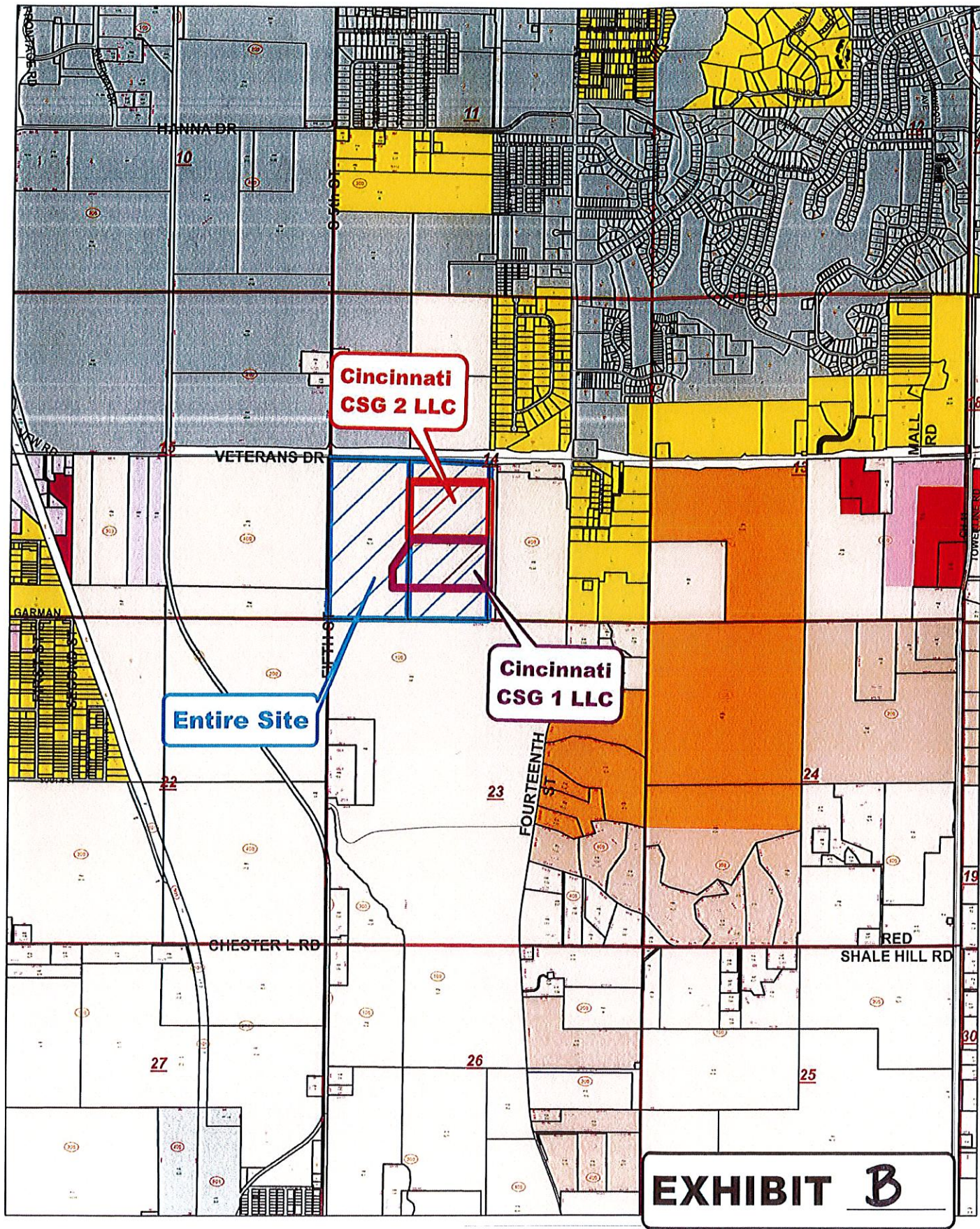
NOT FOR CONSTRUCTION





0 185 370 740 1,110 1,480 Feet





0 550 1,100 2,200 3,300 4,400 Feet

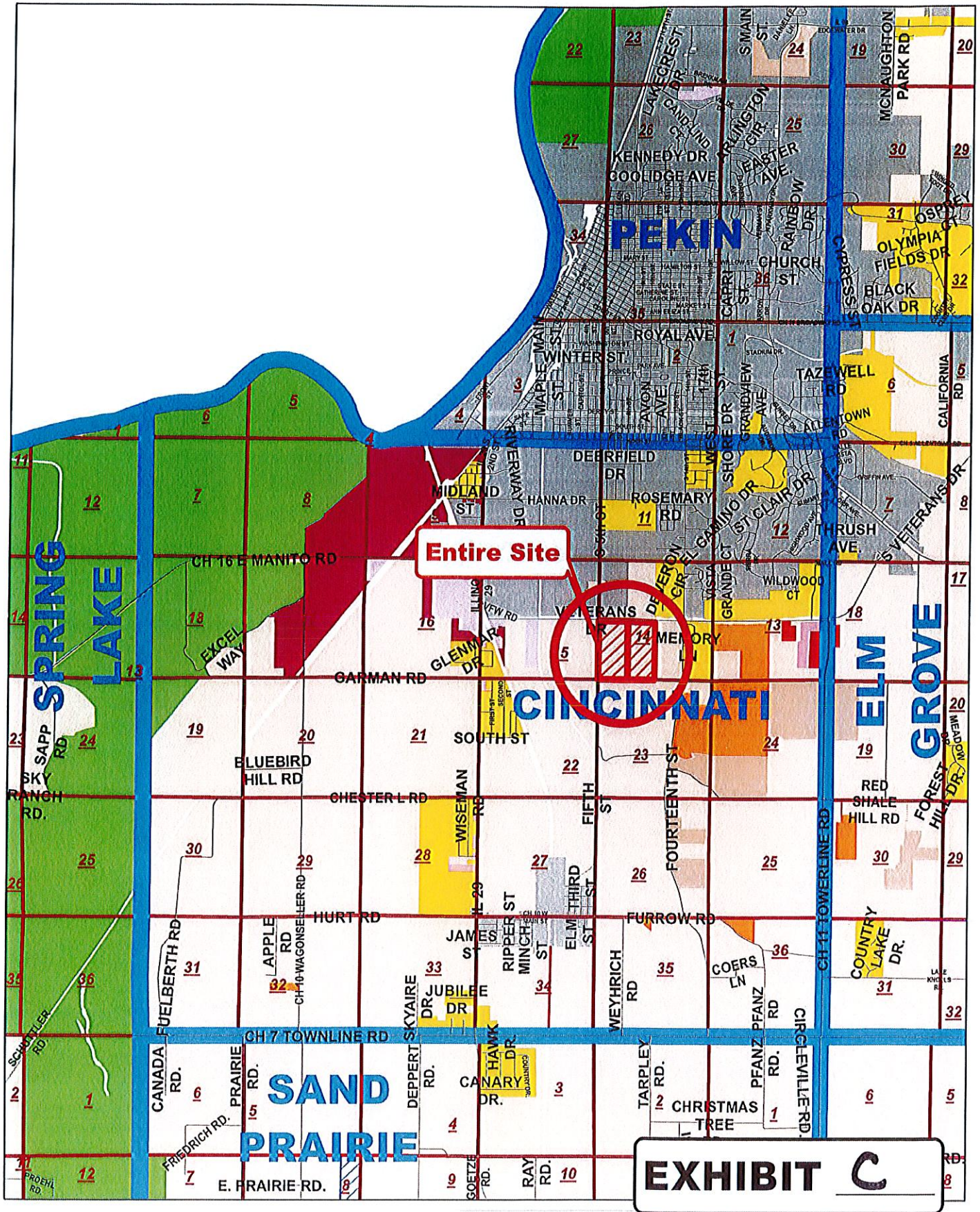
Zoning District

A-1 C-1 CITY I-1 R-1 R-R



A-2 C-2 CONS I-2 R-2





0 1,550 1,100 6,200 9,300 12,400 Feet

Zoning District

53

AG Area

A-1 C-1 CITY I-1 R-1 R-R

A-2 C-2 CONS I-2 R-2



**COMMITTEE REPORT  
LU-25-05  
(ZBA Case No. 25-11-Z)**

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

**R E S O L U T I O N**

**WHEREAS**, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 25-11-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

**WHEREAS**, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be ADOPTED and the petition for said Rezoning be APPROVED by the County Board.

**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this petition;

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk notify the Tazewell County Community Development Administrator of this action.

ADOPTED this 30<sup>th</sup> day of April 2025.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk



**AN ORDINANCE AMENDING TITLE XV,  
CHAPTER 157, ZONING - CODE OF TAZEWEILL COUNTY  
ON PETITION OF NICKOLAS RUZICKA**

(Zoning Board Case No. 25-11-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Nickolas Ruzicka for an Amendment to the Official Deer Creek Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to an A-2 Agriculture Zoning District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 25-11-Z as held by the Tazewell County Zoning Board of Appeals on April 1, 2025, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

**WHEREAS**, said report to the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

(POSITIVE) The proposed amendment shall not be detrimental to the orderly development of Tazewell County as it is consistent with the Future Land Use for Tazewell County, which identifies the subject property as A-2 agricultural.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

(POSITIVE) The proposed amendment will allow for the development of a single family dwelling. The surrounding area sees many other examples of single family dwellings on agriculturally zoned property. As such, the proposed amendment possesses no foreseeable danger or risk to the public health, safety, morals or general welfare of Tazewell County or its residents.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) Properties in the surrounding area are typically used for agricultural purposes, for single family dwellings, or are undeveloped and contain mostly timber. The proposed amendment will still permit agricultural use to occur on the property but will open up the possibility to develop a single-family dwelling. As both of these types of uses are seen in the surrounding area, the request is consistent with the existing uses of property within the general area.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) A majority of the surrounding area is zoned A-1 but the property directly to the west is zoned A-2.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(NEUTRAL) Agriculture is the primary use permitted under the existing zoning classification of A-1 and is also the use of the subject property as of present day. The requested zoning of A-2 also lists agriculture as a permitted use. As the property in question is suitable for the uses permitted under the existing zoning as well as for the proposed zoning, this finding is judged to be neutral.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The subject property is currently utilized for agricultural production which is a permitted use in both the current zoning (A-1) and proposed zoning classification (A-2). The applicant indicates a desire to develop a single family dwelling on the subject property which is a permitted use in the A-2 zone.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*

(POSITIVE) While there has not been much recent development in the general area,

development which is present includes single family residences on large tracts of agriculturally zoned land.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

(POSITIVE) While the subject property has no structures, it has been utilized for agricultural production. Other properties in the area are mostly utilized for agricultural purposes as well but also contain single family dwellings or have large tracts of undeveloped timber land.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(NEUTRAL) The subject property is within 1.5 miles of the Village of Goodfield which has a Comprehensive Plan. Staff was not able to view the adopted Comprehensive Plan to determine if the area was identified in their future land use map or if there were goals or objectives around the type of development to occur within 1.5 miles of the municipality.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) Rezoning the property to A-2 would align the property with the future land use map as seen in the Tazewell County Comprehensive Plan. Comprehensive Plans are generally seen as documents which serve a public benefit so this rezone would be seen as a positive in this instance. Otherwise the public does not see much of a gain from rezoning from A-1 to A-2 as their purpose and permitted uses are relatively similar. Denying the proposed rezone would require the property owner to either identify a different location to construct of single family dwelling or apply for a special use permit under the property's current zoning.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

(POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- o Minimize conflict between land uses.
- o Avoid land development that occurs in isolated areas away from existing developed areas.
- o Provide sufficient land to accommodate new residents and businesses in accordance with the Comprehensive Plan.

which findings of fact are hereby ADOPTED by the County Board as the reason for APPROVING the Rezoning request.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:**

**SECTION I.** The petition of Nickolas Ruzicka for a Map Amendment to the Official Deer Creek Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation Zoning District to an A-2 Agriculture Zoning District for the following described property:

P.I.N. 07-07-26-300-008; an approximate 20+/- acre parcel located in part of NW ¼ of the SW ¼ of Sec. 26, T25N, R2W of the 3<sup>rd</sup> P.M., Deer Creek Twp., Tazewell Co., IL;

located along the South and East sides of Wiegand Rd. where it intersects with Wilkinson Rd., Deer Creek, IL.

is hereby granted.


**SECTION II.** This Ordinance shall be in effect upon passage.

**PASSED AND ADOPTED** this 30<sup>th</sup> day of April, 2025.

Ayes 19 Nays 0 Absent 2

**ATTEST:**

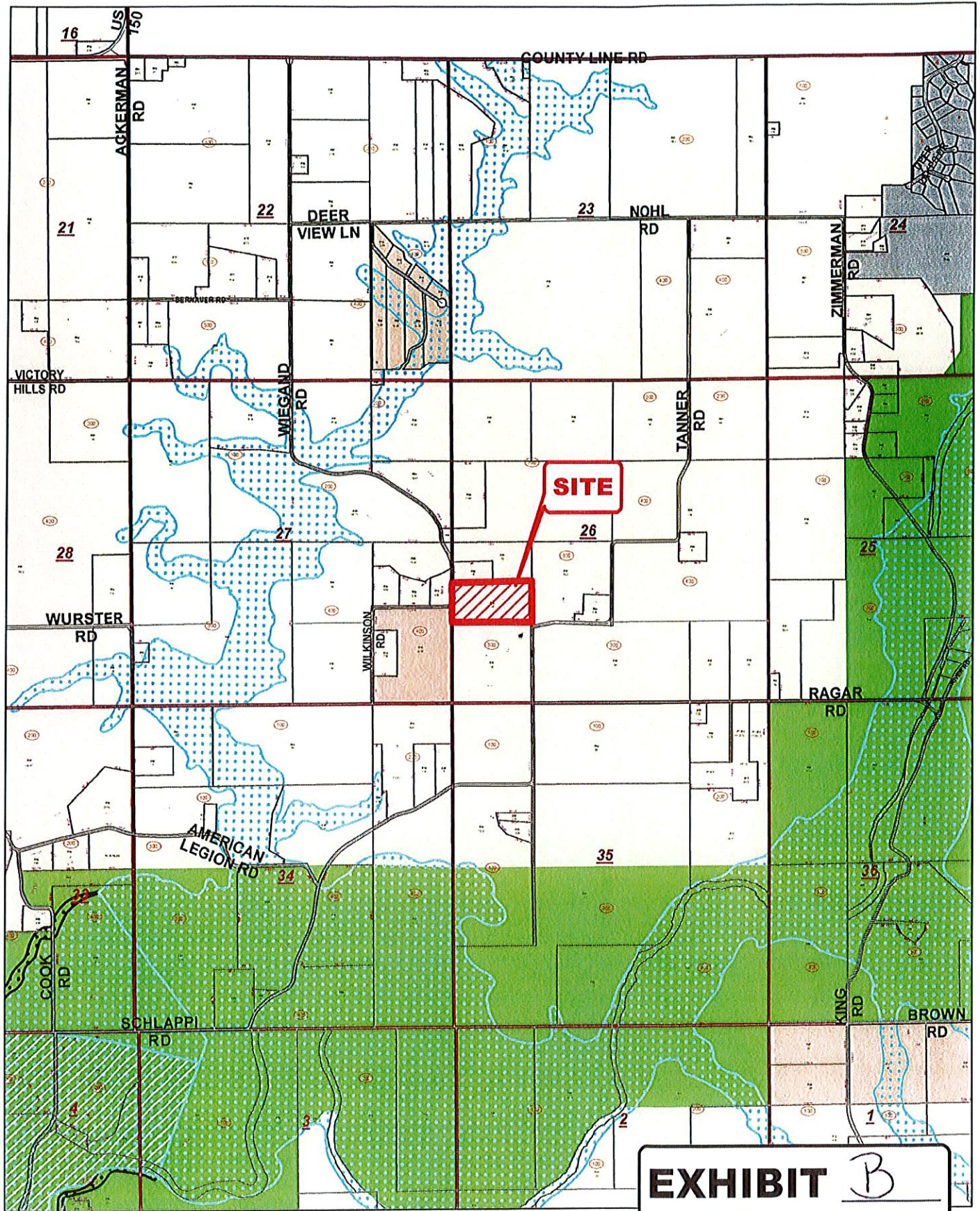
  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

  
\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois







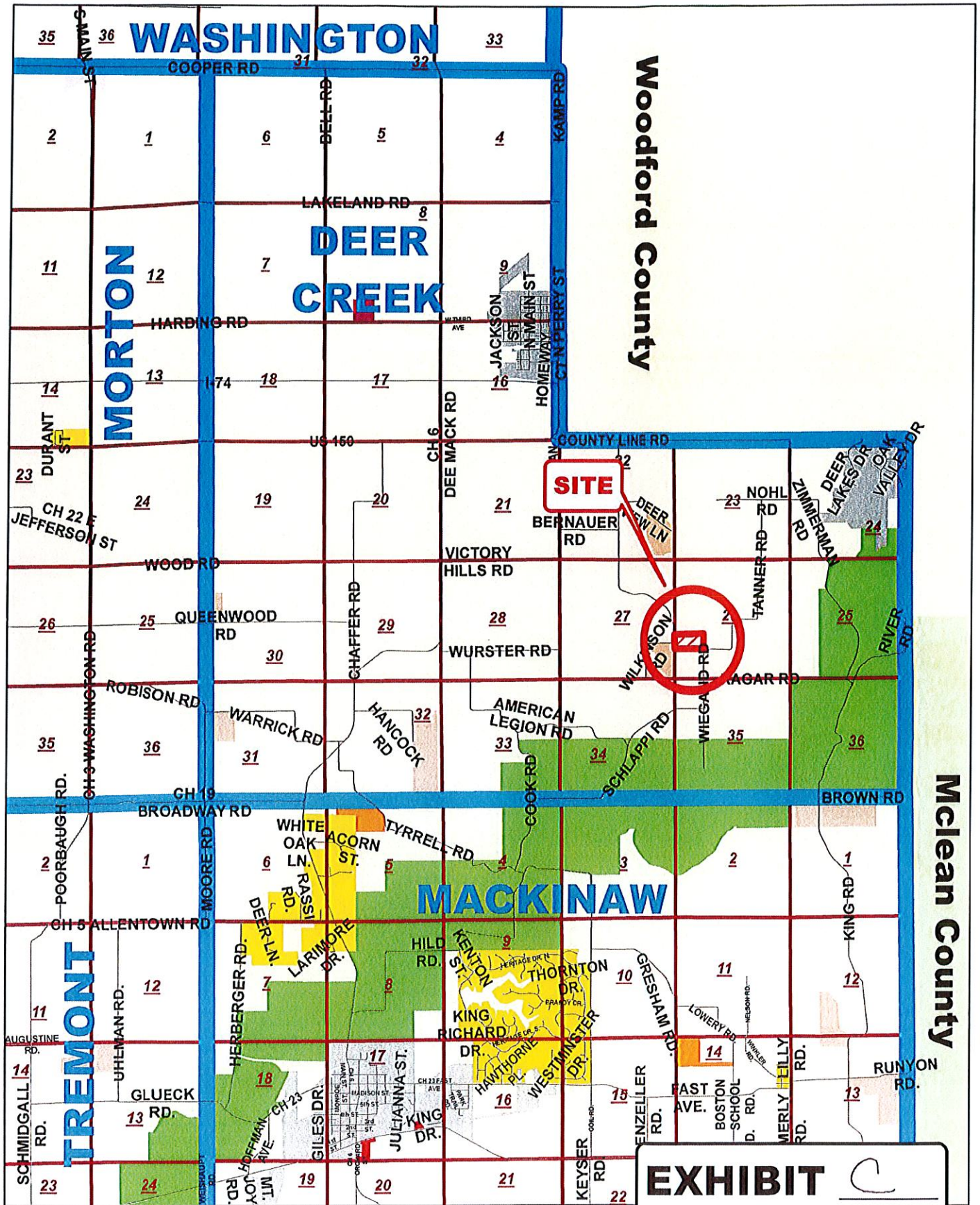


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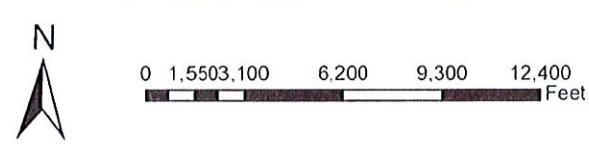
**Zoning District**

A-1 C-1 CITY I-1 R-1 R-R  
 A-2 C-2 CONS I-2 R-2





**EXHIBIT** C



**Zoning District**

A-1	C-1	CITY	I-1	R-1	R-R
AG Area	A-2	C-2	CONS	I-2	R-2



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve fencing, cameras, and an alarm system for the new Impound/Storage Building for the Sheriff's Office at the Tremont campus; and

WHEREAS, the project was funded through the Capital Improvement Plan; and

WHEREAS, approval of the bid award for the construction of the building was previously approved through resolution P-24-17 on June 26, 2024; and

WHEREAS, providing fencing, cameras and alarm system would complete the project; and

WHEREAS, FencePeoria was deemed the best option for a 150 linear feet galvanized chain link fence with 8' tall barbed wire fencing at the cost of \$15,525; and

WHEREAS, The Designed Solutions was deemed the best option for the camera equipment, including labor, at a total cost of \$7,340; and

WHEREAS, Oberlander Alarm Systems was deemed the best option for the alarm system, including labor, at a total estimated cost of \$1,100; and

WHEREAS, these costs would exceed the original budgeted amount for the project; and

WHEREAS, the County Administrator recommends moving forward with the projects as submitted.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Facilities Director, the Finance Director, Sheriff's Office, and the Auditor of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**Prepared For**

Tim Gillespie Tazewell Sheriff  
21304 IL Rt 9  
Tremont, Illinois 61568  
(309) 478-5616

**FencePeoria**

401 E Partridge St, 835  
Metamora, IL 61548  
Phone: (309) 397-6656  
Email: mcdonoughj@fencepeoria.com

Estimate # 102271  
Date 03/10/2025  
Business / Tax # 99-1505447

Description	Rate	Total
Chain Link Fence & Gates		
150 LF Galvanized Chain Link Fence Installation	\$103.50	\$15,525.00
8' tall w/ Barbed Wire		
12 Sliding Cantilever gate - 8' tall w/ Barbed wire		
Impound Lot Enclosure		
<b>Subtotal</b>		\$15,525.00
<b>Total</b>		<b>\$15,525.00</b>

We thank you for your business!

By signing this document, the customer agrees to the services and conditions outlined in this document.

## General Contract Terms

FencePeoria

401 E Partridge St.

PO 835

Metamora IL, 61548

### 1. Statement

1.1 We're excited to have your project. Here are the general contract terms to ensure a seamless, and assuring project from start to finish.

### 2. Payment Terms

2.1 Progress Payments: Payment for the services provided under this Agreement shall be made in two (2) progress payments as follows:

50% Upon Signing: An initial payment of fifty percent (50%) of the total contract price is due upon the execution of this Agreement.

50% Upon Completion and Final Walkthrough: The remaining fifty percent (50%) of the total contract price is due upon completion of the Project and after the final walkthrough and acceptance by the Customer.

### 3. Responsibilities of the Contractor

3.1 Services Provided: Contractor agrees to provide all necessary materials, labor, and equipment required to complete the fence installation as outlined in the project specifications attached hereto as Exhibit A ("Project").

3.2 Utilities: Contractor shall be responsible for utility-owned underground locates as required to perform the work outlined in this Agreement.

3.3 Permits: Contractor will obtain and manage all necessary permits and approvals required for the completion of the Project.

3.4 Material and Labor: Contractor is responsible for providing all materials and labor necessary to complete the Project as per the specifications.

3.5 Completion: Contractor agrees to complete the Project in a timely and professional manner, adhering to industry standards and the specifications detailed in Exhibit A.

### 4. Responsibilities of the Customer

4.1 Access: Customer shall provide Contractor with access to the property as necessary to perform the work outlined in this Agreement.

4.2 Payment: Customer agrees to make all payments according to the terms set forth in Section 2 of this Agreement.

4.3 Utilities: Any and all customer owned underground utilities must be pre-marked to the best of customers ability. FencePeoria is not to be held liable if damages occur without being made aware of any utilities.

4.4 Dirt Haul Away: FencePeoria does not include price in bid for dirt haul away. If necessary, cost may be added upon removal of dirt request by customer.

### 5. Changes and Modifications

5.1 Change Orders: Any changes or modifications to the scope of work must be documented in a written change order signed by both Parties. Such changes may result in adjustments to the total contract price and/or schedule.

### 6. Termination

6.1 Termination for Convenience: Either Party may terminate this Agreement for convenience by providing written notice to the other Party. In the event of termination, Customer shall pay Contractor for all work completed or materials ordered up to the date of termination, including any costs incurred.

6.2 Termination for Cause: Either Party may terminate this Agreement for cause if the other Party fails to perform its obligations under this Agreement and does not cure such failure within a reasonable period after receiving written notice of the failure.

#### 7. Dispute Resolution

7.1 Resolution: Any disputes arising out of or related to this Agreement shall be resolved through negotiation between the Parties. If the dispute cannot be resolved through negotiation, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

#### 8. Miscellaneous

8.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and communications, whether written or oral.

8.2 Amendments: No amendment or modification of this Agreement shall be effective unless made in writing and signed by both Parties.

8.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8.4 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.5 Insurance: Upon customer request, FencePeoria will be happy to provide a copy of our insurance.

8.6 Site Cleanliness: If FencePeoria crew endures any foul waste in the yard during the project, a fee may be applied. This is subject to any human, animal, and or other waste that is not tended to. This fee is a minimum of \$300.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FencePeoria

---

Tim Gillespie Tazewell Sheriff

## Timothy Gillespie

**From:** Jonathan Juergens <jjuergens@thedesignedsolutions.com>  
**Sent:** Thursday, February 27, 2025 3:47 PM  
**To:** Timothy Gillespie  
**Cc:** Tyler Tippet  
**Subject:** [EXTERNAL] RE: [EXTERNAL] Re: [EXTERNAL] RE: [EXTERNAL] RE: Two new camera's

**Caution:** This email and any attachments are UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy. Do not release this information to the public or other personnel who do not have a valid "need-to-know" without prior approval of the appropriate authority. If you are not an intended recipient or believe you have received this communication in error, please do not print, copy, retransmit, or otherwise use this information. Please notify the sender immediately by email if you have received this message in error.

Good Afternoon Chief,

I have this broken down for a few different reasons, first the licenses (Required) - \$484

### Required

Camera equipment -	\$3860.00	✓
Labor to run cable and install cameras -	\$2160.00	✓

Cameras are single multi-image (similar to the one on the EMA building), corner mounted on the building and a single dome inside the building.

### Strongly Recommended

Data Retention extension to get 90 - 120 days-	\$2650.00	
Labor-	\$ 750.00	✓

Adding cameras at this campus, has exceeded the 25% expandability for data retention to reach 90 days. As such, this would allow us to get you back to that range of 90 to 120 days retention with the new requested cameras

### Options for signal transmission (pick one, both not needed)

<b>Wired solution</b> between buildings-	\$ 300.00	✓
Labor (If aerial)-	\$1080.00	
Labor (if conduit provided)	\$ 270.00	✓
<b>Wireless solution</b> between buildings-	\$ 550.00	
Labor -	\$ 450.00	

\$7340

Please let me know if you have any questions, and which options you wish to have in an official quote.

Thank you for your time,

Jonathan Juergens,

## **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

### **RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid proposal submitted by P.J. Hoerr to design and build a new Animal Control Building at the Tremont Campus (RFP #2025-P-02); and

WHEREAS, the current animal control facility has been determined to be inadequate for current operations, with issues including:

- inadequate space for the animal control facilities team
- poor ventilation due to the HVAC system circulating the same air throughout the entire facility
- not meeting current-day animal standards based on the space within kennels, separation between kennels, and lack of quarantine areas
- kennels that are due for replacement
- not having the ability to perform veterinarian services onsite
- not having adoption rooms within the facility

WHEREAS, a request for proposal was issued soliciting proposals from vendors to 1) determine the ideal location for the facility on the Tremont Campus, and 2) propose a building that will meet the long-term needs of the facility based on a preliminary layout determined by the animal control director; and

WHEREAS, the proposed layout includes separate quarantine rooms, a veterinarian medical room, better pet adoption areas, dog kennels that will allow for interior and exterior access, and a fenced unloading area; and

WHEREAS, proposals were submitted by P.J. Hoerr, Blunier Builders, Inc., GIVSCO Construction Co., and CAD Construction, Inc., in the amounts provided in the attached bid report, excluding alternatives, with PJ Hoerr proposing a pre-engineered metal building and the other three vendors proposing a post-frame building; and

WHEREAS, PJ Hoerr's proposal is recommended as the best proposal with:

- The location being proposed along the ring road drive near the EMA building, with the cost of completely updating the drive being included in the proposal
- A pre-engineered metal building using steel, which eliminates any concerns with wood when areas of the facility are routinely power-washed
- A robust HVAC system, with three separate systems (employee areas, quarantined animals, and non-quarantined areas) using a dedicated outdoor air system (DOAS) which would have the ability to turn over air in the animal confinement areas fourteen times per hour.

WHEREAS, the proposed timeline by PJ Hoerr would result in the building being completed in January 2026; and

WHEREAS, preliminary building design features were provided with the proposal and county representatives would work with PJ Hoerr on determining the final layout and features prior to initiating construction; and

WHEREAS, PJ Hoerr's base bid price was submitted as three million four hundred eighty-nine thousand twenty-three dollars (\$3,489,023); and

WHEREAS, an alternate was given for PJ Hoerr to provide all counters and countertops, rather than being partially provided by the kennels vendor at a cost of thirty-two thousand dollars (\$32,000); and

WHEREAS, additional items are expected for the project with total costs of \$264,700, as listed below and in Exhibit A that will be County-purchased or able to be added to the PJ Hoerr contract at a later date:

- |  |            |
|--|------------|
| • Kennels Additional Costs:                                | \$ 150,000 |
| • Dog Kennel Runs (budgeted separately by Animal Control): | \$ 33,000  |
| • Furniture:   | \$ 45,000  |
| • Adding Windows in Animal Confinement Areas:              | \$ 15,000  |
| • Gas-Powered Hot Water High Pressure Washer:              | \$ 12,500  |
| • Shed Relocation (up to cost for site prep & moving):     | \$ 6,500   |
| • Builders Risk Insurance:                                 | \$ 2,700   |

WHEREAS, with the design being at the preliminary stage, it is recommended that 5% contingency be budgeted for the project to account for any changes during the final design process and for unforeseen items (e.g. additional site preparation costs) for a total amount of one hundred eighty-nine thousand, two hundred eighty-six dollars (\$189,286); and

WHEREAS, it is recommended that the County administrator, in consultation with the Property Committee Chairman and County Board Chairman, be authorized to issue change orders to incorporate the applicable above-listed expected costs when the amounts are fully determined, and for any other project costs that arise for a total amount not to exceed \$25,000, with Property Committee being notified of the change orders at the next scheduled meeting and having the ability to reset the County Administrator's change order authority; and

WHEREAS, \$1.576 million was budgeted for the facility in the 5-year Capital Improvement Plan ("CIP") through a combination of the CIP Fund and Animal Control Fund; and

WHEREAS, the additional \$2.23 million in expected costs, plus any used contingency, would be paid from the CIP Fund and would require that amount to be a budgeted transfer from the General Fund to the CIP Fund for FY 2026 to maintain 100% funding of the 5-year CIP Fund.


THEREFORE BE IT RESOLVED that the County Board approves the recommendations and authorizes the Chairman to enter into an agreement with PJ Hoerr for both the base bid and alternate for counters and countertops for three million five hundred twenty-one thousand and twenty-three dollars (\$3,521,023).

BE IT FURTHER RESOLVED that the County administrator, in consultation with the Property Committee Chairman and County Board Chairman, is authorized to issue change orders to incorporate the applicable above-listed expected costs when the amounts are fully determined, and for any other project costs that arise for a total amount not to exceed \$25,000, with Property Committee being notified of the change orders at the next scheduled meeting and having the ability to reset the County Administrator's change order authority.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Animal Control Director, Facilities Director, Finance, and the Auditor of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk  
\_\_\_\_\_  
Tazewell County Board Chairman



## Exhibit A - New Animal Control Facility Costs

### Current Proposed Contract Amount:

Base Bid	\$ 3,489,023
Alternate: Providing All Counters and Countertops	\$ 32,000
<b>Total</b>	<b>\$ 3,521,023</b>

### Known Additional Costs:

Kennels Additional Costs	\$ 150,000
Dog Kennel Runs (budgeted separately by Animal Control)	\$ 33,000
Furniture	\$ 45,000
Adding Windows in Animal Confinement Areas	\$ 15,000
Gas-Powered Hot Water High Pressure Washer	\$ 12,500
Shed Relocation (up to cost for site prep & moving)	\$ 6,500
Builders Risk Insurance	\$ 2,700
<b>Total</b>	<b>\$ 264,700</b>

**Total Expected Cost:** **\$ 3,785,723**

**5% Contingency Amount** **\$ 189,286**

**Tazewell County**  
**Project # 2025-P-02**  
**Design-Build of the Animal**  
**Control Facility**

03.14.2025 @ 2:30 pm

<b>Bidder:</b>	P.J. Hoerr	Blunier Builders, Inc.	GIVSCO Construction Co.
<b>Date/Time Received:</b>	03.14.2025 @ 2:02 pm	03.14.2025 @ 2:02 pm	03.14.2025 @ 2:22 pm
<b>Base Bid:</b> including all material costs, labor, freight, disposal of removed materials, repairs, etc.	Wood Building: \$3,471,307.00	\$2,880,200.00	\$3,399,000.00
<b>Optional Cost/Considerations:</b>	Pre-Engineered Metal Building: \$3,489,023.00		
<b>Rate for Time and Material Calculations</b>			
<b>Warranty Terms</b>			
<b>Start Date</b>	Proposed Start: 05.01.2025	Proposed Start: May, 2025	Proposed Start Date: 04.14.2025
<b>Completion Date/Number of Days to Completion</b>	Proposed Completion: 01.08.2026	Proposed Completion: June, 2026	Proposed Completion Date: 12.26.2025

**Tazewell County**  
**Project # 2025-P-02**  
**Design-Build of the Animal**  
**Control Facility**

03.14.2025 @ 2:30 pm

<b>Bidder:</b>	CAD Construction, Inc.		
<b>Date/Time Received:</b>	03.14.2025 @ 2:24 pm		
<b>Base Bid:</b> including all material costs, labor, freight, disposal of removed materials, repairs, etc.	\$3,460,000.00		
<b>Optional Cost/Considerations:</b>			
<b>Rate for Time and Material Calculations</b>			
<b>Warranty Terms</b>			
<b>Start Date</b>	Not Provided		
<b>Completion Date/Number of Days to Completion</b>	Not Provided		

# AIA® Document A141® – 2014

## ***Standard Form of Agreement Between Owner and Design-Builder***

**AGREEMENT** made as of the 16 day of April in the year 2025  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Tazewell County  
11 South 4<sup>th</sup> Street, Suite 432  
Pekin, Illinois 61554

and the Design-Builder:  
(Name, legal status, address and other information)

P.J. Hoerr, Inc.  
107 North Commerce Place  
Peoria, IL 61604

for the following Project:  
(Name, location and detailed description)

New Animal Control Building Project # 2025-P-02  
21314 State Route 9  
Tremont, IL 61568  
Project: Design and Construction of a New Animal Control Center

The Owner and Design-Builder agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

accommodate Animal Control's long-term needs. The Design-BUILDER will work with Animal Control to validate the design and propose modifications to address long-term needs and the building site. The Contractor will be responsible for all phases of the project, including site preparation.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:  
*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

The Project Specifications RFP 2025-P-02 Design-Build for New Animal Control Facility Sections 1.1 & 2.2 and Exhibit A Owner's Criteria as provided by the county in the Request for Proposal.

§ 1.1.3 The Project's physical characteristics:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Reference the attached proposal which the GMP is based off for specific building characteristics.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:  
*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*

None

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-BUILDER's services, are as follows:  
*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

None

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-BUILDER is set forth below:  
*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

\$3,500,000

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

NA

.2 Submission of Design-BUILDER Proposal:

NA

.3 Phased completion dates:

NA

.4 Substantial Completion date:

NA

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§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:  
(List name, address and other information.)

NA

§ 1.2.3 The Owner will retain the following consultants and separate contractors:  
(List discipline, scope of work, and, if known, identify by name and address.)

NA

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
(List name, address and other information.)

Matthew Brown & John Sutherland  
P.J. Hoerr, Inc.  
107 North Commerce Place  
Peoria, IL 61604

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

### § 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [ X ] Arbitration pursuant to Section 14.4
- ☐ [ ] Litigation in a court of competent jurisdiction
- ☐ [ ] Other: (Specify)

### § 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

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§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

NA

Individual or Position

Rate

**§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Four point four nine percent ( 4.49 %) of the expenses incurred.

**§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

1 % One Percent Per Month

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

**ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**

**§ 3.1 General**

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

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the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.9.2** The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

**§ 3.1.10 Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 3.1.11 Design-Builder's Submittals**

**§ 3.1.11.1** Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

**§ 3.1.11.2** By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

**§ 3.1.11.3** The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

**§ 3.1.11.4** The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

**§ 3.1.11.5** All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**§ 3.1.12 Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

#### § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

#### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

#### § 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

#### § 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

## **§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

## **§ 5.13 Construction by Owner or by Separate Contractors**

### **§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

## **§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 5.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 5.14.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

## **§ 5.15 Owner's Right to Clean Up**

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

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§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

#### § 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

#### § 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

### ARTICLE 8 TIME

#### § 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.3** The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

**§ 9.6.4** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the



**§ 9.8.6** The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

**§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

**§ 10.3.2** Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### **§ 11.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 12 COPYRIGHTS AND LICENSES**

**§ 12.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

**§ 12.2** The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 12.3** Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

**§ 12.3.1** The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

**§ 12.3.2** In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

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**§ 13.2.2 Termination by the Owner For Cause**

**§ 13.2.2.1** The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

**§ 13.2.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 13.2.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

**§ 13.2.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

**§ 13.2.3 Suspension by the Owner for Convenience**

**§ 13.2.3.1** The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 13.2.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 13.2.4 Termination by the Owner for Convenience**

**§ 13.2.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 13.2.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

**§ 13.2.4.3** In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

## **§ 14.2.2 Procedure**

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

**§ 14.2.3** In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

**§ 14.2.4** If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

**§ 14.2.5** The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 14.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

**§ 14.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 14.2.7** In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 14.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## **§ 14.3 Mediation**

**§ 14.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 14.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event,

the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 15.2.2** The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

**§ 15.2.3** If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### **§ 15.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 15.4 Rights and Remedies**

**§ 15.4.1** Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 15.4.2** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### **§ 15.5 Tests and Inspections**

**§ 15.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

**§ 15.5.2** If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

**§ 15.5.3** If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

**§ 15.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

**§ 15.5.5** If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

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and Commission; and (vii) Protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A) (4).

#### **§ 15.12 PREVAILING WAGE ACT**

§ 15.12.1 The Contractor shall pay, if applicable, no less than the prevailing rate of wages as established, to all laborers, workers and mechanics in the performance of the Work under this Contract in accordance with "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for Public Works," 820 ILCS 130/1 et seq. Section 00 73 43 Prevailing Wages contain the scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place a site of work.

§ 15.12.2 Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not all the expense of the Owner.

#### **ARTICLE 16 SCOPE OF THE AGREEMENT**

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

(Paragraph deleted)

- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

NA

- .6 Other:

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**DESIGN-BUILDER** (Signature)

John Sutherland Executive Vice President

\_\_\_\_\_  
(Printed name and title)

...

\$3,500,000

...

NA

...

NA

...

NA

...

NA

PAGE 4

NA

...

EA Architecture & Design, Inc.  
802 N Clinton St, Bloomington, IL 61701

...

KED bluestone  
707 NE Jefferson Ave., Peoria, Illinois

Austin Engineering  
311 SW Water St., Ste 215, Peoria, IL 61602

...

NA

...

**§ 1.1.12** If the Owner and Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, ~~or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including they shall endeavor to establish necessary protocols governing such transmissions.~~ Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

...

Mike Deluhery, County Administrator  
11 South 4th Street, Suite 432  
Pekin, Illinois 61554

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**§ 15.10 DRUG FREE WORKPLACE**

§ 15.10.1 The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act. 30 ILCS 580.1 et seq.

**§ 15.11 SEXUAL HARRASSMENT POLICY**

§ 15.11.1 The Contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigate and complaint process through the Illinois Department of Human Rights; (vi) Directions on how to contact the Department and Commission; and (vii) Protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A) (4).

**§ 15.12 PREVAILING WAGE ACT**

§ 15.12.1 The Contractor shall pay, if applicable, no less than the prevailing rate of wages as established, to all laborers, workers and mechanics in the performance of the Work under this Contract in accordance with "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for Public Works." 820 ILCS 130/1 et seq. Section 00 73 43 Prevailing Wages contain the scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place a site of work.

§ 15.12.2 Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not all the expense of the Owner.

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- ~~.4~~ — AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed  
~~.5~~ — AIA Document E202™ 2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, ~~5~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

NA

...

John Sutherland Executive Vice President

# **AIA** Document A141<sup>®</sup> – 2014 Exhibit A

## ***Design-Build Amendment***

This Amendment is incorporated into the accompanying AIA Document A141<sup>TM</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 15 day of April in the year 2025 (the "Agreement")  
(In words, indicate day, month and year.)

**for the following PROJECT:**  
(Name and location or address)

New Animal Control Building Project # 2025-P-02  
21314 State Route 9, Tremont, IL 61568

**THE OWNER:**  
(Name, legal status and address)

Tazewell County  
11 South 4<sup>th</sup> Street, Suite 432  
Pekin, Illinois 61554

**THE DESIGN-BUILDER:**  
(Name, legal status and address)

P.J. Hoerr, Inc.  
107 North Commerce Place  
Peoria, IL 61604

The Owner and Design-Builder hereby amend the Agreement as follows.

### **TABLE OF ARTICLES**

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

### **ARTICLE A.1 CONTRACT SUM**

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:  
(Check the appropriate box.)

☒ [ X ] Stipulated Sum, in accordance with Section A.1.2 below

☐ [ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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- [ ] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

**§ A.1.2 Stipulated Sum**

**§ A.1.2.1** The Stipulated Sum shall be Three Million Five Hundred Twenty One Thousand Twenty Three (\$ 3,521,023 ), subject to authorized adjustments as provided in the Design-Build Documents.

**§ A.1.2.2** The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)*

Counter and Cabinetry As Shown On Floor Plan Sketches Accepted, \$32,000.00 – Reference Attachment A

**§ A.1.2.3** Unit prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ A.1.5.2 Progress Payments—Stipulated Sum**

**§ A.1.5.2.1** Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ A.1.5.2.2** Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 1 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

**§ A.1.5.2.3** The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

**§ A.1.5.2.4** Reduction or limitation of retainage, if any, shall be as follows:

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*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

A reduction to 5% at 50% completion of work as billed.

*(Paragraphs deleted)*

**§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

**ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work not later than Five Hundred and Forty ( 540 ) days from the date of this Amendment, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Attachment A	PJ Hoerr Budget and Scope		

**§ A.3.1.2** The Specifications:

*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

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NA

Section	Title	Date	Pages
---------	-------	------	-------

**§ A.3.1.3** The Drawings:  
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

NA

Number	Title	Date
--------	-------	------

**§ A.3.1.4** The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
NA		

Other identifying information:

**§ A.3.1.5** Allowances and Contingencies:  
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

NA

.2 Contingencies

Contingency is carried by the Owner

**§ A.3.1.6** Design-Builder's assumptions and clarifications:

See PJ Hoerr Budget and Scope Attachment A

**§ A.3.1.7** Deviations from the Owner's Criteria as adjusted by a Modification:

See PJ Hoerr Budget and Scope Attachment A

**§ A.3.1.8** To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

NA

#### ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

**§ A.4.1** The Design-Builder's key personnel are identified below:  
(Identify name, title and contact information.)

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User Notes:

.1 Superintendent

Ross Hodgeson or Equivalent

.2 Project Manager

Matthew Brown

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:  
(List name, discipline, address and other information.)

EA Architect, Austin Engineering and KED bluestone

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
NA			

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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**§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

**§ A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

**§ A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

**§ A.5.1.5 Miscellaneous Costs**

**§ A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

**§ A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

**§ A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

**§ A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

**§ A.5.1.5.5** Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

**§ A.5.1.5.6** With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

**§ A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

**§ A.5.1.5.8** With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

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§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ A.5.1.6 Other Costs and Emergencies**

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

**§ A.5.1.7 Related Party Transactions**

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

**§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

**§ A.5.3 Discounts, Rebates, and Refunds**

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of

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surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### § A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

#### § A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### § A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
DESIGN-BUILDER (Signature)

\_\_\_\_\_  
(Printed name and title)

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(Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A141® – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:04 ET on 04/17/2025.

## PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 15 day of April in the year 2025 (the "Agreement")

...

New Animal Control Building Project # 2025-P-02  
21314 State Route 9, Tremont, IL 61568

...

Tazewell County  
11 South 4<sup>th</sup> Street, Suite 432  
Pekin, Illinois 61554

...

P.J. Hoerr, Inc.  
107 North Commerce Place  
Peoria, IL 61604

...

[ ☒ ] Stipulated Sum, in accordance with Section A.1.2 below

## PAGE 2

§ A.1.2.1 The Stipulated Sum shall be Three Million Five Hundred Twenty One Thousand Twenty Three (\$ 3,521,023 ), subject to authorized adjustments as provided in the Design-Build Documents.

...

Counter and Cabinetry As Shown On Floor Plan Sketches Accepted, \$32,000.00 – Reference Attachment A

...

NA

~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.~~

~~§ A.1.3.2 The Design-Builder's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)~~



**~~§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price~~**

**~~§ A.1.4.1~~** The Cost of the Work is as defined in Article A.5, Cost of the Work.

**~~§ A.1.4.2~~** The Design Builder's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*

**~~§ A.1.4.3 Guaranteed Maximum Price~~**

**~~§ A.1.4.3.1~~** The sum of the Cost of the Work and the Design Builder's Fee is guaranteed by the Design Builder not to exceed ~~(\$—)~~, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design Builder without reimbursement by the Owner.

*(Insert specific provisions if the Design Builder is to participate in any savings.)*

**~~§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price~~**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

*(Provide information below or reference an attachment.)*

**~~§ A.1.4.3.3~~** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*

**~~§ A.1.4.3.4~~** Unit Prices, if any:

*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**~~§ A.1.4.3.5~~** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**~~§ A.1.5 Payments~~**

**~~§ A.1.5.1 Progress Payments~~**

**~~§ A.1.5.1.1~~** Based upon Applications for Payment submitted to the Owner by the Design Builder, the Owner shall make progress payments on account of the Contract Sum to the Design Builder as provided below and elsewhere in the Design-Build Documents.

**~~§ A.1.5.1.2~~** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

~~§ A.1.5.1.3~~ Provided that an Application for Payment is received not later than the ~~day of the month~~, the Owner shall make payment of the certified amount to the Design-Builder not later than the ~~day of the month~~. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~( )~~ days after the Owner receives the Application for Payment.

~~(Federal, state or local laws may require payment within a certain period of time.)~~

~~§ A.1.5.1.4~~ With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

~~§ A.1.5.1.5~~ With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

~~§ A.1.5.1.6~~ In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

~~§ A.1.5.1.7~~ Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent ( 1 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %);

PAGE 3

A reduction to 5% at 50% completion of work as billed.

#### ~~§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee~~

~~§ A.1.5.3.1~~ Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

~~§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1—Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~2—Add the Design-Builder's Fee, less retainage of — percent ( — %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~3—Subtract retainage of — percent ( — %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~4—Subtract the aggregate of previous payments made by the Owner;~~
- ~~5—Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~6—Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.~~

**~~§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price~~**

~~§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1—Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.~~
- ~~2—Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~3—Add the Design-Builder's Fee, less retainage of — percent ( — %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~4—Subtract retainage of — percent ( — %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~5—Subtract the aggregate of previous payments made by the Owner;~~
- ~~6—Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~7—Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.~~

~~§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on~~

~~agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.~~

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than Five Hundred and Forty ( 540 ) days from the date of this Amendment, or as follows:

...

Attachment A

PJ Hoerr Budget and  
Scope

PAGE 4

NA

...

NA

...

NA

...

NA

...

Contingency is carried by the Owner

...

See PJ Hoerr Budget and Scope Attachment A

...

See PJ Hoerr Budget and Scope Attachment A

...

NA

PAGE 5

Ross Hodgeson or Equivalent

...

Matthew Brown

...

EA Architect, Austin Engineering and KED bluestone



...

NA

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, John Sutherland, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:04 ET on 04/17/2025 under Order No. 2114500459 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



# ***TAZEWELL COUNTY ANIMAL CONTROL FACILITY***



***DESIGN-BUILD FOR NEW  
ANIMAL CONTROL FACILITY***

Tremont, IL



March 14, 2025

#2025-P-02



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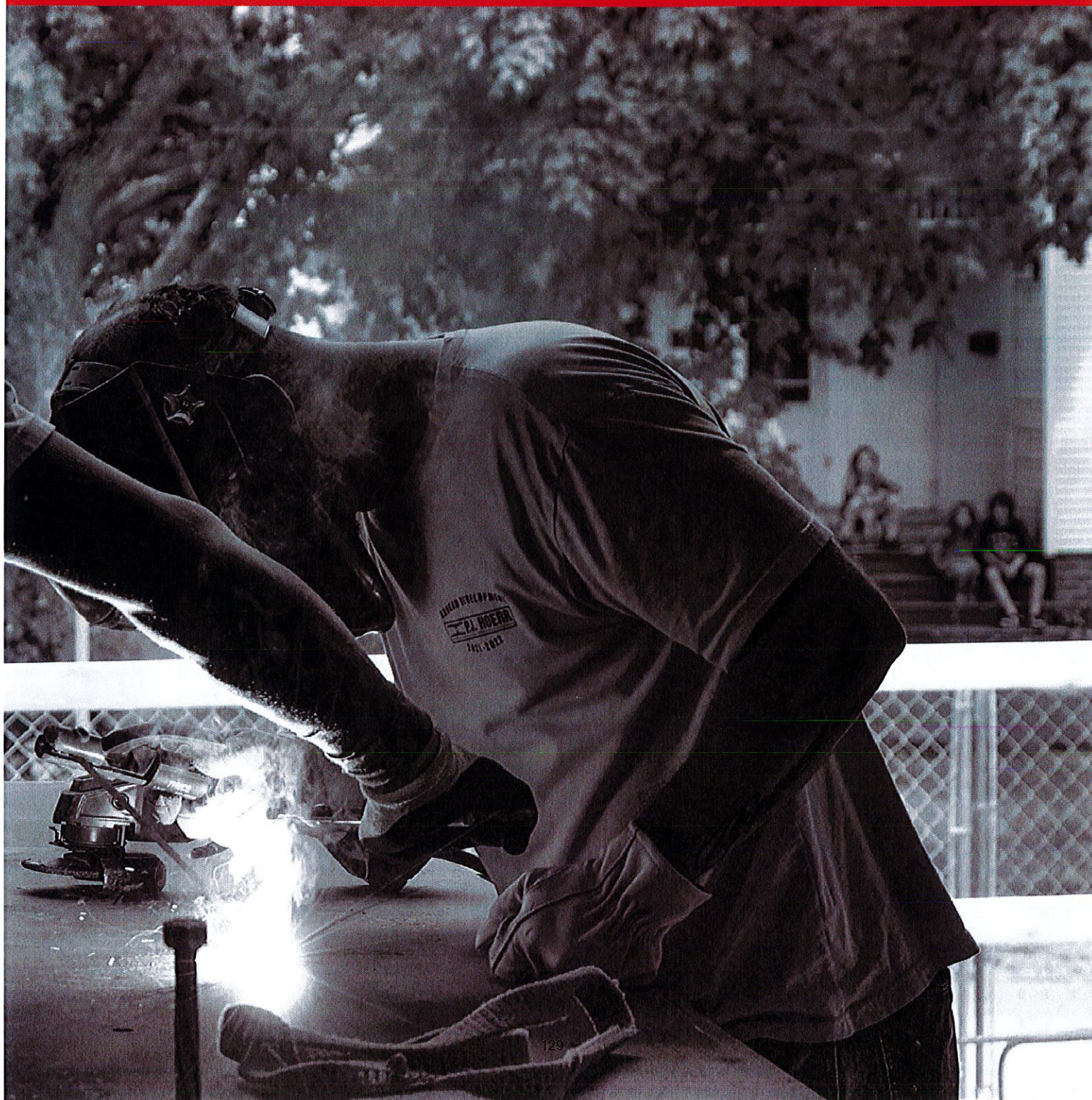
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## Tab 1 - LETTER OF INTRODUCTION







**Peoria Office:** 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567 • Fax: 309.688.9556

**Bloomington/Normal Office:** 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

March 14, 2025

Mindy L. Darcy, CPA  
Tazewell County Finance Director /  
Assistant County Administrator  
11 South Fourth Street, Suite #120  
Pekin, IL 61554

RE: Request for Proposal Response  
Design-Build Services – New Animal Control Building  
Project # 2025-P-02

Dear Ms. Darcy:

We are pleased to provide our design, construction and planning qualifications to you and your team. We believe you will find that PJ Hoerr has an outstanding resume of Design-Build and Construction Manager projects and more specifically, local government projects similar in nature to the New Animal Control Building. We have assembled a team that we feel is a “Great Fit” to design and construct your new facility.

PJ Hoerr has been in the construction business since 1914, and we are constantly improving the value and quality of our design, pre-construction and construction services. We believe in the Design-Build process, working closely with the client and designer to fully plan, design, budget, and schedule the project.

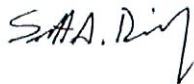
**We hope you will consider PJ Hoerr for your current project for the following reasons:**

- 1. PJ Hoerr knows Tazewell County and is familiar with performing work in the area. We have been a leading local construction company with our roots embedded in the Central-Illinois area since 1914. We continuously have projects located in and around Pekin/Tremont. Thus, we are familiar with the local economy, local contractors, and local labor. We have deep and trusting relationships with the local subcontracting and supplier community. This will guarantee you receive the best pricing and personnel assigned to your project.**
- 2. Our team values our relationship with Tazewell County. Over the past 7 months, we have gained an understanding of how to work best with Tazewell County while working on the Tazewell County Justice Center Annex, and we have proven to be an asset who always has the County's best interest at the forefront. We feel we can deliver excellent value while helping the team deliver the best fit building with the location that best serves your needs.**

3. **At the present time, nearly seventy percent (70%) of our business is performed on a construction manager or design/build basis. We know how to work as a part of a team, what attitude to bring to the project, and how to manage the pre-construction process to provide the best value to the Owner. We would be very comfortable entering into a Design-Build agreement as noted in the request.**
4. **PJ Hoerr is a leader in building envelope detailing and construction. We constantly aid our clients in designing and building very energy-efficient and water-tight facilities. Our experts have been called upon by both building owners and design professionals to troubleshoot problems and advise on design details. We are aware of no other local firm that has a full-time construction quality control superintendent.**
5. **PJ Hoerr has a reputation for producing quality work in a timely manner. We've been in business for over one hundred years and have built our reputation on quality work. The only way for our construction management and design/build business models to succeed is to maintain this reputation.**

We thank you again for allowing us the opportunity to describe our company and look forward to continuing our relationship with you in the future.

Sincerely,  
P. J. Hoerr, Inc.



Scott Rinkenberger  
CEO  
M: 309-303-3068  
E: [scott@pjhoerr.com](mailto:scott@pjhoerr.com)

Peoria Office  
107 N. Commerce Place  
Peoria, IL 61604  
309-688-9567  
[www.pjhoerr.com](http://www.pjhoerr.com)







# PRIORITY OF PROJECT

## **Understanding of the Priority:**

We understand that all public projects delivered by Tazewell County are important to the community. It will be under public scrutiny and be visible to the public and press. We acknowledge that the existing facilities need upgraded, and that this new facility will vastly improve the conditions for personnel and the animals which reside. We will maintain a sense of urgency to complete this project as efficiently as possible.

## **Personnel Commitment:**

PJ Hoerr is committing a company owner as the Principal In Charge (John Sutherland) and a Senior Project Manager (Matt Brown) as upper level management to oversee the planning and execution of the project. An additional Project Manager/Project Engineer will also be assigned to ensure all deliverables are met to satisfy the needs and timeline of Tazewell County. The Pre-Construction/Estimator (Adam Laible) has planned and priced many similar facilities of this nature throughout his career.

## **Corporate Commitment:**

Our company truly values our relationship with Tazewell County, and we care about the entire team's success. We commit to doing our very best to deliver the New Animal Shelter in the most economical way possible, with the highest level of quality, which meets your long-term goals. We will ensure that our personnel perform our work in a manner which meets and exceeds your expectations.

Although PJ Hoerr is not the largest construction company in the Central-Illinois area, most of the other firms do a large amount of their total work outside of Central-Illinois, and outside of Illinois, resulting in PJ Hoerr completing more work in Central-Illinois than any other construction firm. This repeat work only continues if we maintain a very good record of customer service and timely, quality construction.



## FIRM CONTACT INFORMATION

### PJ HOERR LOCATION RESPONSIBLE FOR PROJECT:



PJ Hoerr Inc.



107 N Commerce Place  
Peoria, IL 61604



309.688.9567

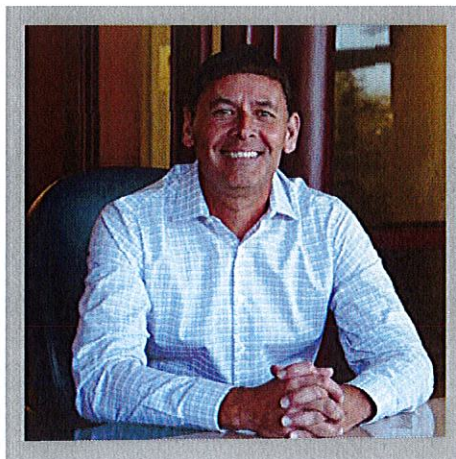


[pjhoerr.com](http://pjhoerr.com)

### PJ HOERR RFP PROPOSAL CONTACT:

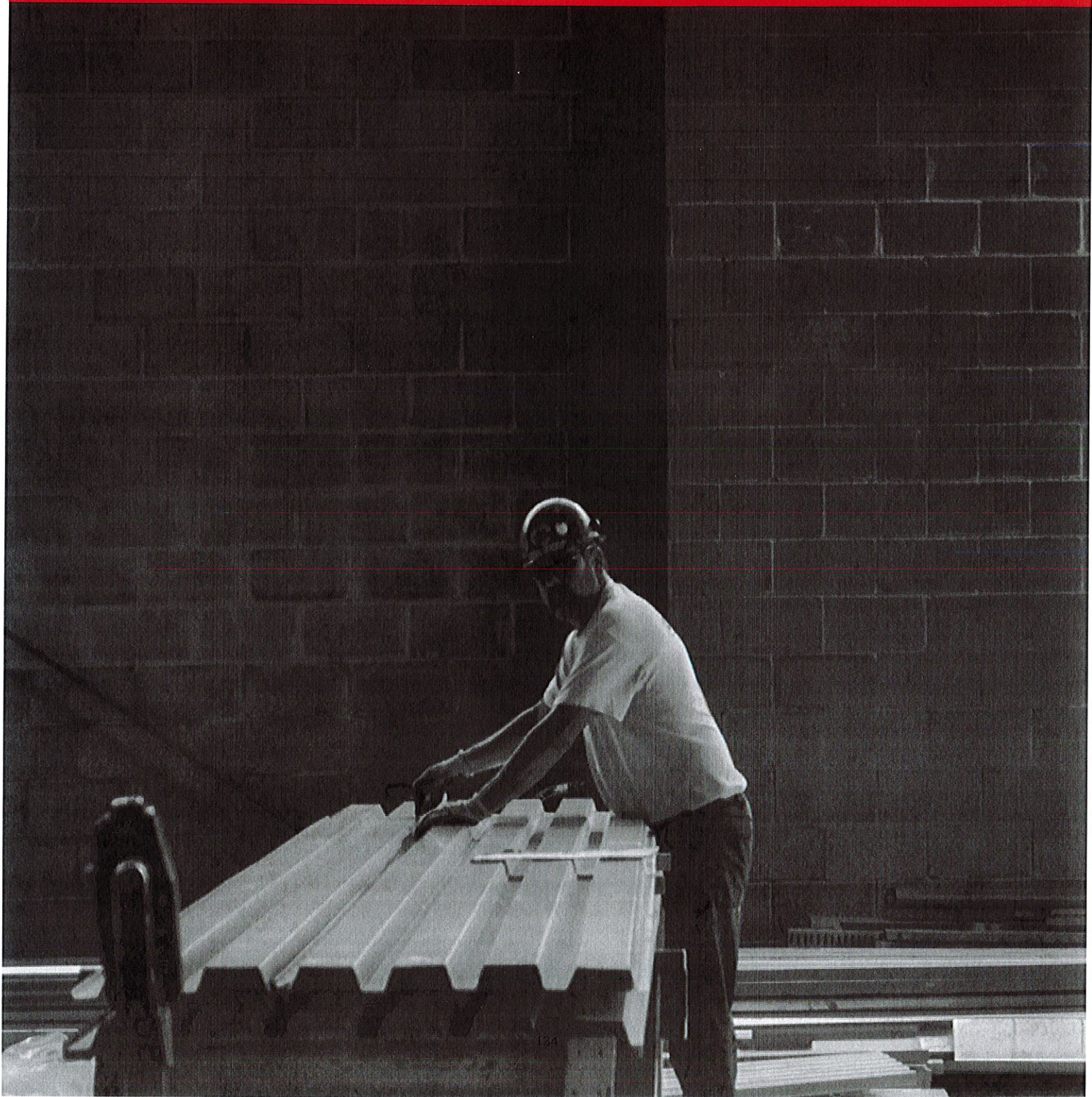
## JOHN SUTHERLAND

Executive Vice President  
PJ Hoerr Inc.  
107 N Commerce Place  
Peoria, IL 61604  
309.699.9191  
[john@pjhoerr.com](mailto:john@pjhoerr.com)





## Tab 2 - Company History





## FIRM HISTORY

PJ Hoerr stands as a premier general contractor, construction manager, and design-builder. Founded in 1914 by Philip J. Hoerr as a concrete construction company, our stamp can still be seen on many driveways and sidewalks. In 1957 PJ Hoerr was incorporated and transitioned into general commercial construction. Now into our 110th year of operation, PJ Hoerr has become a diverse, multi-office commercial builder performing nearly \$200 million of work annually.

PJ Hoerr is privately owned by the executive ownership team of Kirk Anderson as Chairman of the Board, Scott Rinkenberger serving as CEO, Nick Hart as President and John Sutherland as Executive Vice President. The leadership team is rounded out with Colin Logue as Vice President of Bloomington/Normal Operations. This team continues to lead the company based on the strong Christian values of its founder.

What makes PJ Hoerr different than other contractors is the large amount of pre-construction planning and design-build work that we perform. The vast majority of our work is contracted in this manner. We pride ourselves on being team players and we are very willing and able to take responsibility for both the design and construction of our projects. Our staff currently includes a licensed architect and a structural engineer. We also know that cost is always an issue in construction, so PJ Hoerr continues to pursue contracts on a hard-bid basis. We believe this “keeps our pencils sharp” and maintains our knowledge of current market costs.

PJ Hoerr self-performs approximately \$30 million of carpentry, general labor, steel erection, and concrete work each year. As opposed to some purely “briefcase” contractors and construction managers. PJ Hoerr knows the “nuts and bolts” of building construction.

In our relentless efforts to maintain a high-quality standard while reducing completion time to a minimum, we created three other affiliated companies that work with us to achieve these ends. These firms, Summit Masonry and Stone Works, Benchmark Cabinets and Millwork, and VanBuskirk Steel provide materials and craftsmanship during critical portions of the construction process. Depending on the type of project, these companies will work directly for PJ Hoerr or will supply independent bids and compete for the contract as a typical subcontractor.

Our PJ Hoerr team of over 150 full-time employees stand ready to develop creative ways to help you design, manage, and build your next construction project. Our philosophy of teamwork and our unwavering commitment to Philip J. Hoerr’s early ideals of hard work and quality guide us to our ultimate goal... an enthusiastic, long-term, and delighted client.

## General Business Organization

PJ Hoerr is an Illinois corporation with offices in Bloomington/Normal and Peoria, Illinois, and Columbia, Missouri. We are a union construction firm signatory with the Laborers, Carpenters, Concrete Finishers, and Iron Workers unions. Our subsidiary companies include VanBuskirk Steel, a structural steel erection company, Benchmark Cabinets and Millwork, a union casework production company, Summit Masonry, a union masonry construction company, and Reinhardt Construction, a general contracting company in Columbia, MO.

PJ Hoerr states that it is a domestic corporation and is incorporated under the laws of the State of Illinois. PJ Hoerr has complied with all the provisions of the Business Corporation Act of the State of Illinois and is in good standing as a domestic corporation in the State of Illinois. See Appendix for certificate.

PJ Hoerr is not barred to hold public contracts in Illinois.

PJ Hoerr is not in any direct open litigation or arbitration and has none to report for the last 5 years. However, PJ Hoerr is named in a lawsuit filed between a Subcontractor and an Owner. We can provide additional information upon request.

### Firm Revenues – Broken Down by Division and Subsidiaries:

	2020	2021	2022	2023	2024
PJ Hoerr	134,960,300	174,416,000	172,541,322	176,958,500	150,399,302
Benchmark	3,770,800	4,828,000	4,550,800	5,240,813	5,641,657
VBS	4,298,800	4,885,900	4,990,800	3,416,320	5,599,897
Reinhardt	-	1,679,300	11,176,278	7,901,526	9,262,332
Summit	3,385,400	3,894,200	3,927,500	5,089,641	5,923,368
<b>TOTAL</b>	<b>146,415,300</b>	<b>189,703,400</b>	<b>197,186,700</b>	<b>198,606,800</b>	<b>176,826,556</b>

### Size of Firm – Staffing:

Executive and Mid-Level Managers – 7 employees

Professionals – 33 employees

Administrative Support – 12 employees

Skilled Trades / Field Laborers – approximately 100 employees

Total – 150+ employees

### Professional Affiliations:

AGC (Association of General Contractors), AIA (American Institute of Architects), LEED (Leadership in Energy and Environmental Design), LEAN, ASHE (American Society for Health Care Engineering), NFPA (The National Fire Protection Association), ASCE (American Society of Civil Engineers), SEI (Software Engineering Institute)



## Tab 3 - Unique Qualifications & Experience





## Firm Experience Summary

In the last ten years, P.J. Hoerr has emphasized building our local government and municipal building market. To accomplish this, we have hired several respected and knowledgeable industry professionals who are leaders in this field. Combined, these individuals have over 100 years of experience completing government and municipal projects.

On your Tazewell County Animal Shelter project, we plan to staff the project with our four most experienced individuals in this market. As stated in the personnel section, these are John Sutherland as the Project Executive, Matt Brown as the Senior Project Manager, Adam Laible as the Pre-Construction/Estimator, and Ross Hodgeson as the Project Superintendent. Collectively, they have managed the construction of local government, federal Government, private and municipality facilities. They have led the estimating and preconstruction efforts on well over 25 projects.

Due to the uniqueness of this project, we have collected a team of design firms who are the right fit for this project who add tremendous value locally to your project. EA Architects have worked on countless projects with PJ Hoerr and have proven to be common sense architects with an abundance of experience without the big firm price tag.

We have also partnered with Austin Engineering. Austin Engineering has extensive local civil engineering knowledge and understands how to work with the County Administration office and the local jurisdictions. Their value as a trusted partner has shined while working with PJ Hoerr and the County on the Tazewell County Justice Center Annex.

Finally, we have brought in one of the best Mechanical, Electrical and Plumbing engineers in the area. KED has proven themselves to be exceptional partners who have vast experience in projects of this nature. KED has agreed to work with the following trade partners to deliver a design build solution; Montefusco HVAC, Illini Plumbing and Laser Electric, and Pipco which will all be subcontracted directly to PJ Hoerr and utilize KED to assist them with the MEP Design Build.

We have intentionally brought together a team who you can partner with in achieving your goals in delivering a New Animal Shelter on time and on budget. This is a team you can have confidence in. We commit to being a team that does what is best for Tazewell County and the people who count on your services. We want our experience as a group to be the trusted choice.

Although we have a deep resume of projects, the following pages show a sampling of the PJ Hoerr Team project experience. This selection includes many projects of similar type and structure to the proposed New Animal Shelter.

These projects include:

1. Tazewell County Justice Center Annex
2. Miller Welding Facility PEMB
3. Peoria Athletic Dome
4. ULM Veterinary Clinic
5. Highland Pet Hospital and Wellness Center
6. Peoria Animal Wellness Shelter (PAWS)
7. The Peoria Zoo
8. Humane Society of Central Illinois MEP Upgrades
9. Miller Park Zoo – South American Exhibit
10. Miller Park Zoo – Mule Foot Hog Exhibit
11. Miller Park Zoo – Sloth Exhibit
12. Miller Park Zoo – Concession
13. Wildlife Prairie Park - Cougar and Bear Enclosure
14. Wildlife Prairie Park - Wolf Compound
15. Wildlife Prairie Park - Buffalo and Elk Areas





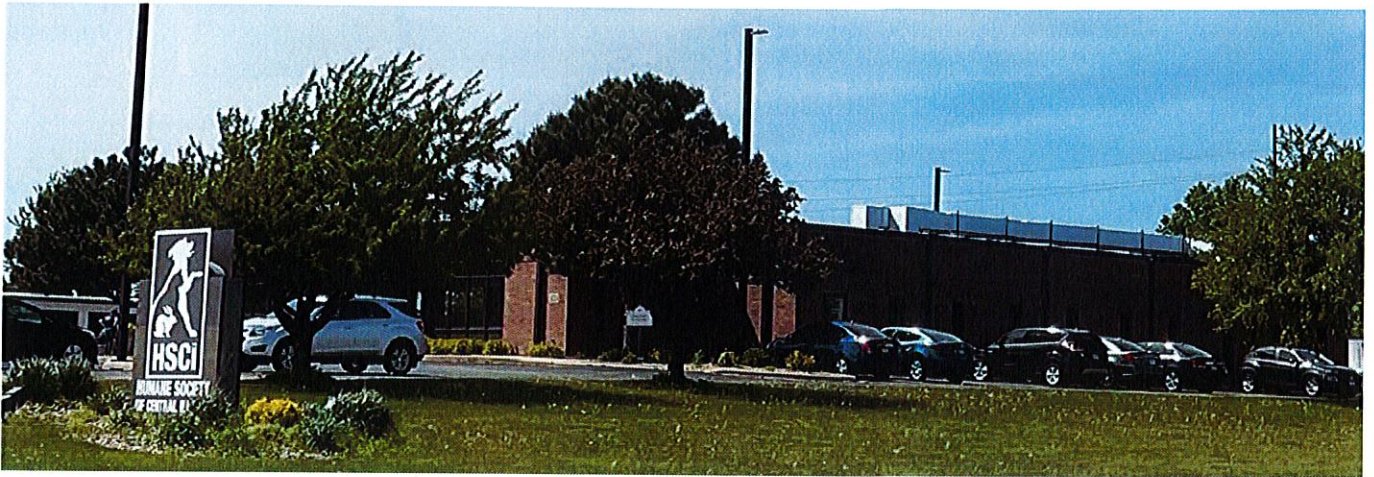
## TAZEWELL COUNTY JUSTICE CENTER ANNEX (COURTHOUSE) - PEKIN, IL

Project Address	101 S Capitol St. Pekin, IL 61554
Type of PJH contract	Construction Manager at Risk
Owner Rep Name	Mike Deluhery
Owner Rep Address	115 4th st. Suite 432, Pekin, IL 61564
Owner Rep Phone	309.478.5704
Owner Rep Email	mdeluhery@tazewell-IL.gov
Arch Rep Name	Matt Bickel, Wold Architects & Engineers
Arch Rep Address	220 N Smith St. Suite 310 Palentine, IL 60067
Arch Rep Phone	847.241.6100
Arch Rep Email	mbickle@woldae.com
Project Size (SF)	90,000 SF

Project Description: PJ Hoerr is the Construction Manager at Risk on a new \$39 Million, 90,000 SF, 3-story courthouse facility in Pekin, IL. This new facility consists of 3 courtrooms, judges chambers, jury assembly space, state's attorney offices, probation and drug treatment offices, and jury deliberation space. A secured, in-custody transport tunnel is being built between the new courthouse and the existing Tazewell County Justice Center.

Construction Costs (less A/E and CM Fees)	\$39,000,000
Project Status	In Pre-Construction
Date Complete	December 2026
PJH PE	John Sutherland
PJH PM	Matthew Brown
PJH Supt	Brian Eddy
Any DBE Participation (Explain)	TBD
Any Federal/State/Local Funds (Explain)	Local/Federal Funds (ARPA)





## HUMANE SOCIETY OF CENTRAL ILLINOIS - NORMAL, IL

Type of PJH contract	Hard Bid General Contract
Arch Name	Shive-Hattery
Arch Rep Address	909 Arrow Road, Champaign, IL 61821
Project Size (SF)	8,800 SF

Project Description: This project was strictly an HVAC replacement and upgrade to the facility. Upgrades included air handlers, ductwork, ACT grid ceilings were installed throughout.

Construction Costs (less A/E and CM Fees)	\$1,062,000
Project Status	Complete
Date Complete	2021
PJH PE	Colin Logue
PJH PM	Jeff Trower
PJH Supt	Rob Mullens
Any DBE Participation (Explain)	No
Any Federal/State/Local Funds (Explain)	No



## **SOUTH AMERICAN EXHIBIT-MILLER PARK ZOO - BLOOMINGTON, IL**

Type of PJH contract

Hard Bid General Contract

Arch Name

WDM Architects/Farnsworth

Project Size (SF)

1,075 SF

Project consists of the demo/removal of the existing exhibit. Installation of a retaining wall, site improvements to divide site into three exhibits, installation of site ponds and new fencing. New building to house the Tortoise, Ant Eater and Bush Dogs. Includes custom fabricated cage/gate enclosures in the building.

Construction Costs (less A/E and CM Fees) \$1,062,600

Project Status

Complete

Date Complete

Spring 2023

PJH PE

Colin Logue

PJH PM

Dave Wilson

PJH Supt

Les Tiller

Any DBE Participation (Explain)

No

Any Federal/State/Local Funds (Explain)

No



## Additional References

In addition to the contacts listed on the project profiles, we would like to provide the following references for your follow-up, if desired.

### Reference #1

Bob Senneff  
CEO  
Graham Health System  
210 West Walnut Street, Canton, IL 61520  
309-647-5240 x2201  
rsenneff@grahamhospital.org

Bob has been our point of contact for this 22-year relationship. We have completed over 50 complex projects totaling over \$110 million in construction. Scott Rinkenberger is currently the Principal in Charge on all of Graham's projects.

### Reference #2

Paula Pratt  
Development Director  
Miller Park Zoo  
1020 S Morris Ave  
Bloomington, IL 61701  
Phone: 309-434-2243  
ppratt@mpzoologicalsociety.org

Paula has worked with PJ Hoerr on many projects over the years and has continually utilized PJ Hoerr as a resource when it comes to all aspects of construction. These projects are fun in nature, and she recently awarded PJ Hoerr an exhibit which will be completed in May of 2025. She has worked with Matt and the team over the years successfully completing projects for the zoo.

### Reference #3

George Alwan  
West Region Construction Manager  
Carle Health / Carle Young Minds  
221 NE Glen Oak Ave, Peoria, IL 61636  
309-219-2133  
george.alwan@carle.com

George has overseen multiple projects during our nearly 20-year relationship with Methodist, Unity Point, now Carle Methodist, and Carle Pekin Hospital.

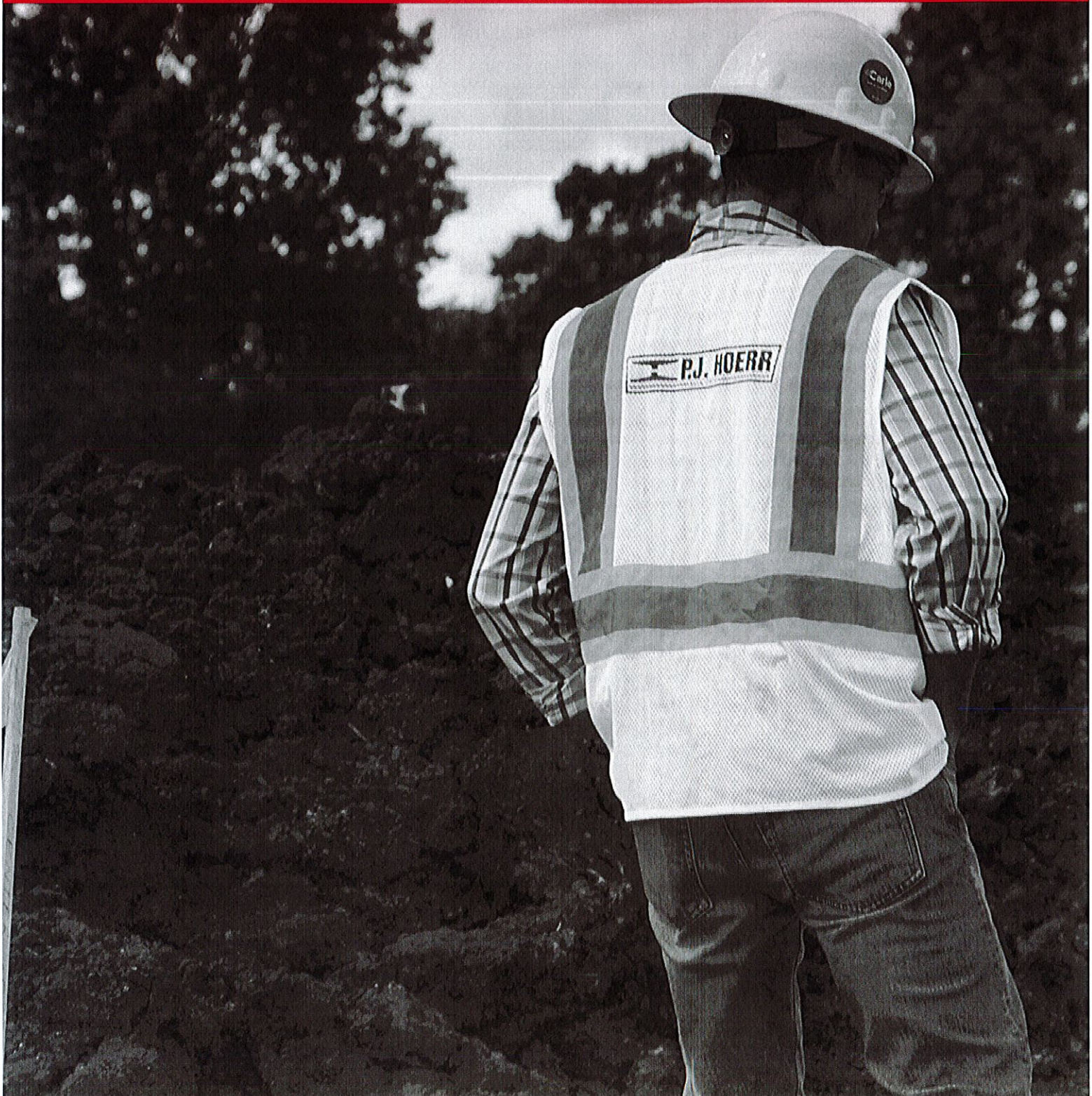
### Reference #4

Lisa Thompson  
CEO  
Project Oz  
1105 W Front St.  
Bloomington, IL 61704  
309-827-0377  
lisat@projectoz.org

Lisa recently oversaw an expansion project at Project OZ. She worked diligently with our team overcoming preconstruction hurdles that ultimately strengthened our team relationship.



## Tab 4 - Key Personnel





## Key Personnel and Responsibilities

### **John Sutherland**

M: 309-699-9191

E: john@pjhoerr.com

#### **Principal in Charge (PIC)**

Mr. Sutherland will have overall responsibility for the successful completion of the project from beginning to end. He will oversee the design and preconstruction process to ensure that all stakeholders are satisfied with the overall team's performance. During construction, John will still maintain overall responsibility and conduct frequent site visits, but the day-to-day management of the project will shift to the PJ Hoerr Project Management team.

### **Matt Brown**

M: 309-214-1085

E: mattb@pjhoerr.com

#### **Senior Project Manager (PM)**

Mr. Brown will be involved in the pre-construction phase of the project by working closely with the Project Executive to help to develop agendas, schedules, estimates, and construction schemes. He will be very involved in subcontracting the project. Once construction begins, Matt will be on-site frequently and will have day-to-day responsibility to manage the project and communicate with the Owner. Matt will also be responsible for preparing and submitting pay requests.

### **Ross Hodgson**

M: 309-303-8163

E: ross@pjhoerr.com

#### **Project Superintendent (PS)**

Mr. Hodgson will have some involvement in pre-construction services advising the team on constructability, schedule, and methods. During construction, Ross will be on the site all day, every day, to supervise the construction, resolve problems, advance the schedule, coordinate deliveries, inspect for quality workmanship, and communicate with the owner.

### **Adam Laible**

M: 309-635-1730

E: adam@pjhoerr.com

#### **Pre-Construction / Estimating**

Adam Laible has been in the construction industry for 11 years, since he started his career at P.J. Hoerr in 2014. Adam works in the preconstruction and estimating department for P.J. Hoerr. His estimates focus on industrial, manufacturing, municipal/government, healthcare and commercial clients. His estimating responsibilities have included hard bid estimates, conceptual budgets, design development budgets, scheduling, writing contracts, and ensuring a smooth handoff to the project managers and field superintendents. Adam will serve as the lead estimator for this project providing budgetary updates with drawing progress sets through the design process as well as analyzing value engineering opportunities and alternative materials to help remain within budget. Adam will coordinate with our chosen construction and design partners to ensure the quality and constructability standards of PJH are withheld even during the planning stages of the project.

### **Hans Hinrichsen**

M: 309-370-2893

E: hans@pjhoerr.com

#### **Safety Director (SD)**

Along with the Project Executive, the Project Manager, the Project Superintendent, and every other PJ Hoerr employee on the site, Mr. Hinrichsen will share responsibility for safe work practices and a safe environment. Specifically, Hans will meet with subcontractors before they start work on the site to review their work plans, he will review PJ Hoerr's work plans, and he will make frequent site visits to help protect the workers, visitors, and staff from unsafe project situations.

**Phil Watkins**

M: 309-208-3821

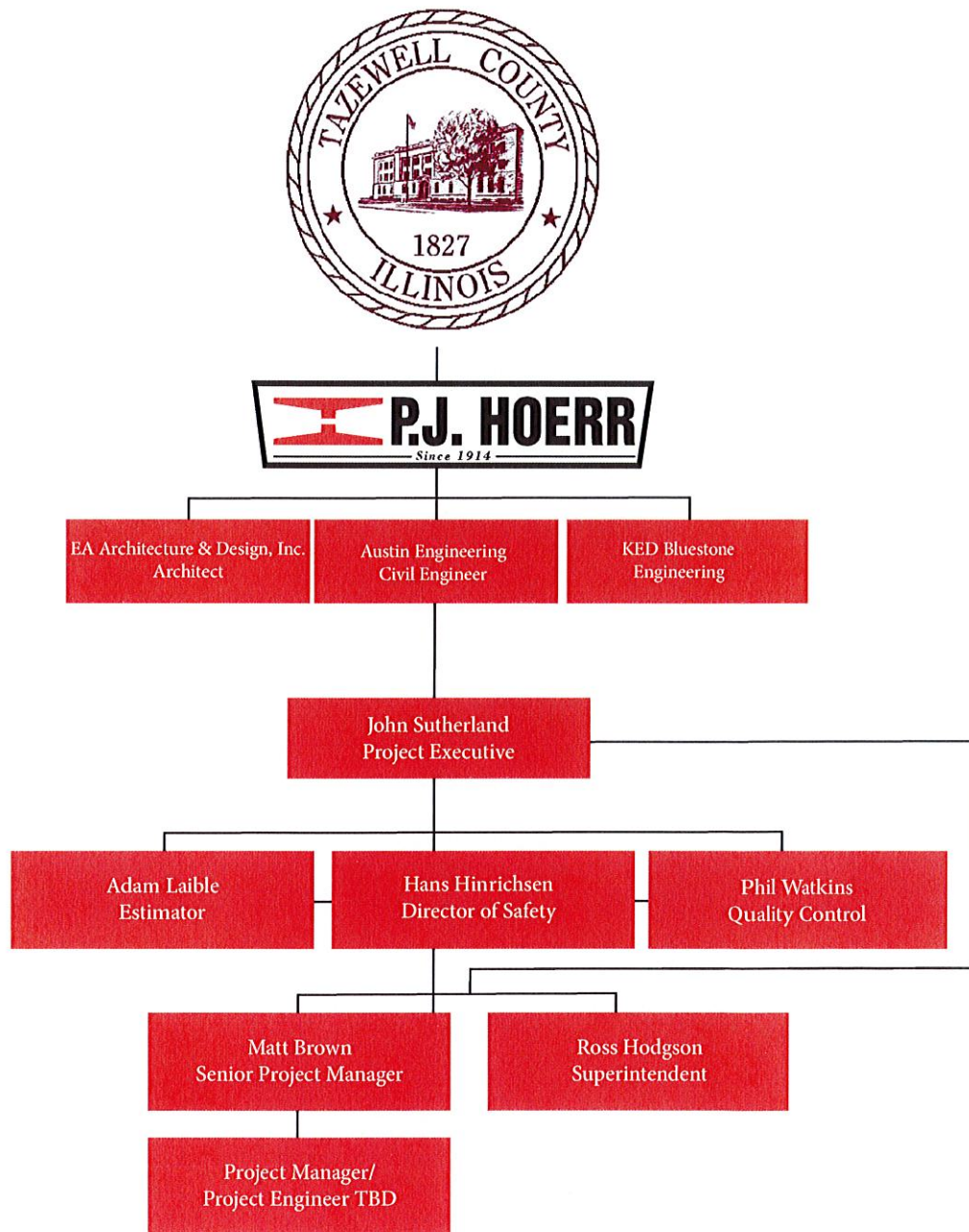
E: [pwatkins@pjhoerr.com](mailto:pwatkins@pjhoerr.com)

**Quality Control Superintendent (QCS)**

Mr. Watkins will have responsibility during pre-construction to review the designer's details to enhance weather tightness and long-term durability advising the designers to help create an energy-efficient and watertight building envelope if new openings are added to the exterior. Phil will also review the documents for any issues that could affect energy efficiency and construction quality control. During construction, he will be on-site to review installation details with the glazers, the masons, the carpenters installing siding, the roofer, and the mechanical subcontractors.



# PROPOSED PROJECT TEAM CHART







## **John Sutherland**

### **Project Executive**

#### **EDUCATION:**

Bachelors of Science in  
Construction, Minor in  
Business Administration  
Bradley University, Peoria, IL

#### **AWARDS:**

Tricon/Better Built 2018 Construc-  
tion Person of the Year  
Neighborhood House 2024 John  
Brock Award

#### **ORGANIZATIONS:**

American Society of Healthcare  
Engineers (ASHE)  
The Builders Association - Kansas  
City – Past Board Member  
Construction Specifications Insti-  
tute – Central Missouri Chapter –  
Past President  
Central Illinois Builders of AGC –  
Past President  
Greater Peoria Contractors & Sup-  
pliers Association – Past President

#### **CERTIFICATIONS:**

ASHE / Healthcare Construction  
Certificate (HCCC)  
International Brotherhood of  
Carpenters ICRA Training

#### **SAFETY TRAINING:**

OSHA / 30 Hour Construction  
Safety and Health Training  
American Red Cross First Aid  
Training

John has served in many roles during his construction career, starting as an intern while attending Bradley University, working as a Project Manager overseeing very complex and difficult construction projects throughout the Midwest. With all of this, he has established and grown a regional division, and worked his way to the position of President of a ENR Top 400 Contractor.

John has served as Project Executive on numerous county and public safety projects ranging from county jails and courthouses to county office spaces. His role in this project is complete oversight of the preconstruction and budgeting process, constructibility and security reviews, construction oversight and expediting construction schedules and closeouts. John is here to ensure that the construction team provides exceptional service and that the overall quality and timeliness of the project meets the customer's expectations.

When the Tazewell County Justice Center was built in 2002, John served as the Lead Project Manager for the \$14 million, 80,000 sf facility. Currently, John serves as the Project Executive on the new Tazewell County Justice Center Annex and also serves as the Project Executive for Peoria County construction management projects. John is also involved in a renovation project for Brown Animal Hospital in Peoria.





## **Matt Brown**

### **Senior Project Manager**

*United State Air Force  
Veteran*

#### **EDUCATION:**

Indiana State University  
B.S. Construction Management/  
Industrial Supervision  
Community College of the Air Force  
A.S. Computer Systems Control –  
Network Infrastructure

#### **TRAINING & CERTIFICATION:**

Confined Space  
Fall Protection  
OSHA 10 & 30  
Core of Eng. Quality Control  
Community and Professional  
Leadership  
Certified Rigger  
CPR/AED/First Aid  
Job Hazard Analysis

A motivated and engaged team member who is goal oriented, driven for team success, dedicated to the quality of work, and who can lead fast track construction projects. Over 20 years of experience in the construction industry serving in nearly every role of management. Successfully building project in multiple industries including industrial, retail, pharmaceuticals, government, aviation, manufacturing, corrections, and general commercial construction projects across the United States. Projects individually ranged from \$300,000 up to \$350,000,000 in revenue.

#### **PROJECT EXPERIENCE**

**Champaign County Satellite Jail Consolidation – Urbana, IL** – Senior project manager for this \$25 million project that consisted of a new correctional facility that is connected to the existing jail with over 75 inmate beds. Phase 2 of the project consisted of renovation of the existing building while it remains operational. Working closely with the County and Sheriff's department on daily activities to limit any disruptions. Managed all aspects of the Project. Responsible for safety, onsite personnel, quality, schedule, contracting and the budget for this Project.

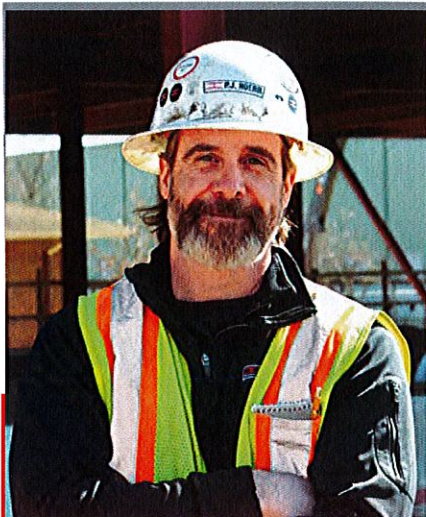
**McLean County Law and Justice Center – Bloomington, IL** – Senior project manager for this \$40 million project that consisted of a new correctional facility with over 240 inmate beds, new medical and mental health areas. Phase 2 of the project consisted of renovation of the existing building while operational. Worked closely with the County and Sheriff's department on daily activities to limit any disruptions. Managed all aspects of the Project. Responsible for safety, onsite personnel, quality, schedule, contracting and the budget for this Project.

**Urbana Fire Stations – Urbana, IL** – Senior project manager for this \$15 million project that consisted of two new fire stations in Urbana. These state-of-the-art fire stations showcase functional apparatus bays to meet the demands of the firefighters and a comfortable residential living space for the units during their down time. Phase 2 of the project consisted of renovation of the existing building while operational. Worked closely with the City of Urbana to manage all aspects of the preconstruction, construction, and post construction.

**Veteran's Affairs Clinic – Bloomington, IL** – Senior project manager for this 13,000 square foot Hamilton Road Clinic, which serves 22,000 veterans in the McLean County area. This includes primary care, behavioral health, laboratory, therapy, dietitian and prescription services.

**Rivian/Phoenix Group Kerrick Road Warehouse – Normal, IL** – Senior project manager for this \$38 million project that consisted of a new 500,000 square foot warehouse space with office areas, team areas, integrated mechanical and electrical system, mass site excavations and site restorations. This project was an extension of an existing facility and required detailed coordination and planning with multiple stakeholders.





## **Ross Hodgson** Project Superintendent

### **EDUCATION:**

Illinois State University, Normal, IL  
B.S. Construction Management

### **TRAINING & CERTIFICATION:**

Dale Carnegie Leadership Training Course  
U.S. Army Corps Quality Management for Contractors Training Course  
OSHA 30 HR.  
Carpenter Apprenticeship  
Total Station Surveying

Ross Hodgson joined the team in 2014 as a Project Superintendent. Ross is unique in that he not only has great field experience, but also has a degree in construction management. This background increases his knowledge and effectiveness in meeting schedules and reducing costs. Ross has successfully managed multiple projects ranging from a fire station facility, two major long term care facilities, a training center and a cancer care facility. Ross is organized, aggressive, safe and schedule oriented. He demands quality construction and productivity from everyone on the job site. Ross plans ahead and is very good at working directly with the client and keeping them fully informed throughout the project.

### **PROJECT EXPERIENCE**

**Komatsu America Corp. Office Building - Peoria, IL** – Project Superintendent responsible for this \$25 million, 75,000 sq. ft. new office building that is being built to replace an aging office building. Once construction is complete the existing building will be demolished. 2025 - In progress

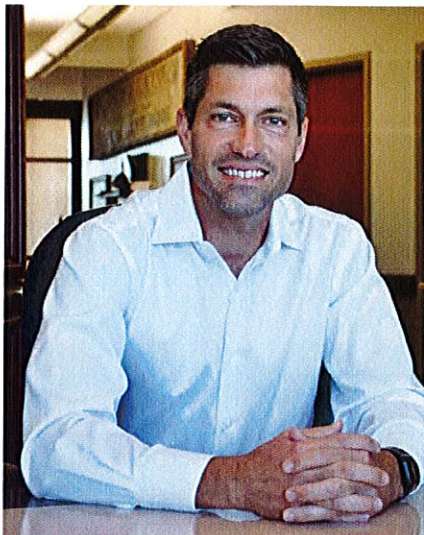
**Hangar Development Project – Bloomington, IL** – Project Superintendent responsible for this 88,000 sq. ft. Pre-Engineered Metal Building hangar facility consisting of two large hangar bays, ancillary maintenance and storage rooms, office and break room spaces, and interior parking. The mechanical system and radiant in-floor heat associated with this project, coordination with contractors, A&E firm, and owner was crucial. This project also required close coordination with Central Regional Airport. 2021-Present

**Westminster Village Assisted Living Building - Bloomington, IL** - Project Superintendent responsible for this \$21 million, 80,000 square foot, Illinois Department of Public Health licensed building that will replace Westminster Village's existing assisted living facility. This is the second phase of Westminster Village's master plan to upgrade their campus. The new building includes twelve memory care units and sixty assisted living units. Other features of the new building include new administration offices, a salon, a fitness room, a theatre room, new kitchens, new dining areas, and a memory care courtyard. - 2020

**Westminster Village Martin Health Center - Bloomington, IL** - Project Superintendent responsible for this new \$26 million, 42,000 square foot, Illinois Department of Public Health licensed, two-story building with 48 private rooms - 24 on each floor. This new facility was constructed as a rectangle surrounding a wheelchair-accessible courtyard for residents to safely enjoy the outdoors. - 2018

**Normal Fire Department Headquarters - Normal, IL** - Project Superintendent responsible for the construction of this new \$8 million, 30,000 square foot, facility. This new headquarters fire station is located near Illinois State University and uptown Normal. This station is also the location of the training facility for the entire department. - 2017





## **Hans Hinrichsen**

### **Director of Safety**

#### **EDUCATION:**

Bachelor in Science in Safety  
Illinois State University - Bloomington/Normal, IL

#### **SAFETY TRAINING:**

- OSHA 502 Construction Outreach Trainer
- OSHA 40-Hour Hazwoper
- Rigger Level 1 Trainer
- Signal-Person Trainer
- Root-Cause and Incident investigation
- OSHA 30-hour
- Hydromobile Erector/dismantler
- MEWP certified (Mobile Elevated Work Platforms)

Hans joined PJ Hoerr in 2012 where he has taken PJ Hoerr's safety program to a new level. He works with field supervision to further safety performance on-site, reviews and manages claims on all insurance lines, oversees quarterly safety meetings, and performs incident investigations. He also develops weekly PJ Hoerr specific toolbox talks for the purpose of educating our field and office employees about safety on active job sites. Hans and his department, oversee all safety for PJ Hoerr and related companies.

During Hans' time at PJ Hoerr, he has focused on updating several areas of the current safety program to mirror industry leading safety standards. A new PJ Hoerr specific New Hire Orientation Video was developed and a Large Project Subcontractor Orientation Video was produced and implemented under his guidance. Another development introduced by Hans was an app-based auditing system for job site safety which provides real time analytics of company safety performance. In addition to his work at PJ Hoerr, Hans serves on the Illinois State University Safety Advisory Board in hopes to be a mentor and a strong example to the future minds of the safety industry.





**Adam Laible**  
Sr. Project Estimator

**EDUCATION:**

Bachelor of Science in Construction  
Bradley University, Peoria, IL

**CERTIFICATIONS**

OSHA 30 Hour

Adam Laible has been in the construction industry for 11 years since he started his career at P.J. Hoerr in 2014. Adam works in the preconstruction and estimating department for P.J. Hoerr. His estimates focus on industrial, manufacturing, municipal/government, healthcare and commercial clients.

His estimating responsibilities have included hard bid estimates, conceptual budgets, design development budgets, scheduling, writing contracts, and ensuring a smooth handoff to the project managers and field superintendents. Adam will serve as the lead estimator for this project providing budgetary updates with drawing progress sets through the design process as well as analyzing value engineering opportunities and alternative materials to help remain within budget. Adam will coordinate with our chosen construction and design partners to ensure the quality and constructability standards of PJH are withheld even during the planning stages of the project.





## **Phil Watkins**

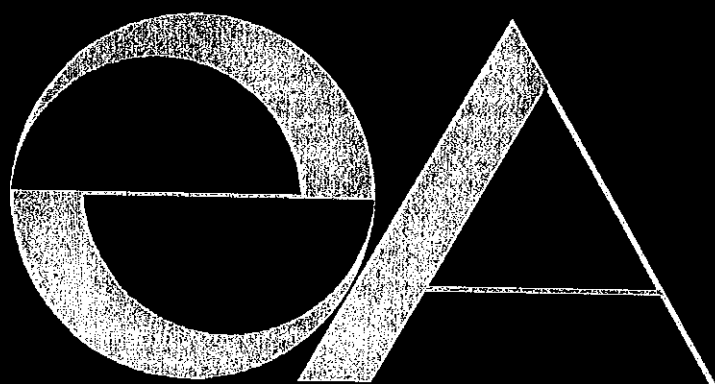
### **Quality Control**

#### **SAFETY TRAINING:**

- JLG Lift Training
- Scaffold Safety Training
- Asbestos Awareness Training

Phil has been working in the construction industry for over 35 years. In the early days of his career, Phil served as a masonry superintendent on hundreds of different projects. Since joining PJ Hoerr in 1999, he has acted as a field Superintendent, Project Manager, and finally, a Quality Control Specialist. He has worked closely with forensic engineers and architectural firms in the development of construction details for exterior building envelopes and the interfaces of building exterior components. Phil is responsible for the quality control of the entire building including the roofing, flashings, window systems, doors, mechanical units, and building component interfaces.

Phil has been involved in large churches, medical office buildings, hospitals, long-term care facilities, schools, industrial buildings, and community centers. Another responsibility Phil takes on is reviewing the proposed plans/specifications during the design process. He also inspects the work as it develops through the building process. This is done by setting up spray racks and testing water tightness and air filtration.



ARCHITECTURE & DESIGN INC.

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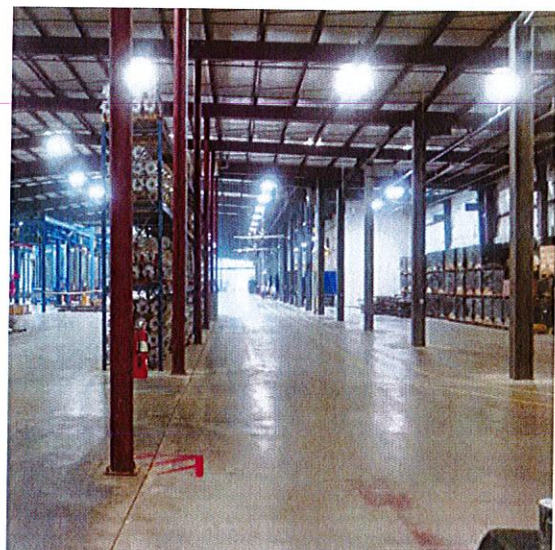
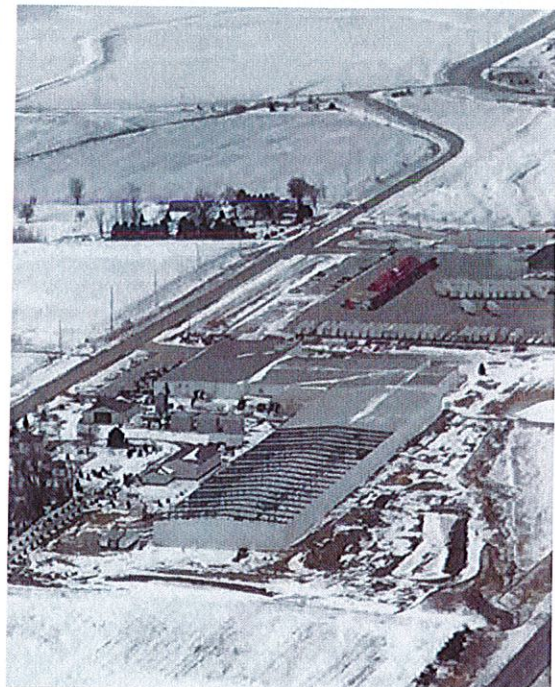


# KONGSKILDE INDUSTRIES

## Industrial Agriculture Equipment

Normal, Illinois

The Kongskilde Addition Project consisted of a 75,000 square foot industrial building addition to the current facility. A sophisticated powder coating paint line was installed within this addition, used to paint the agriculture equipment that Kongskilde produces. Other activities within this addition include several individual welding stations, two robotic welding stations, and a general storage area for painted product.



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# ROB DOB'S

## Restaurant & Bar

Bloomington, Illinois

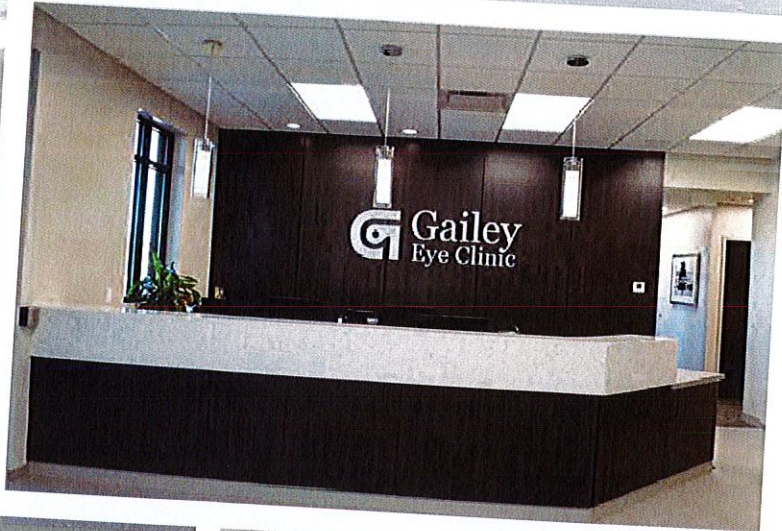
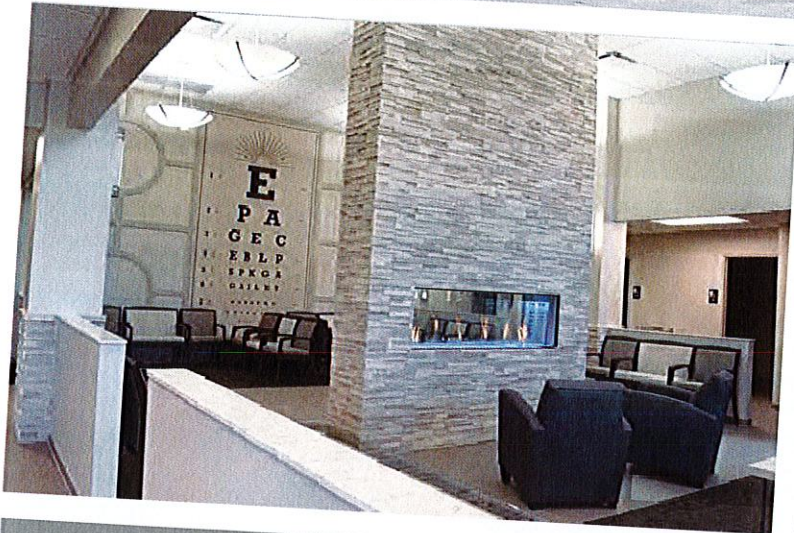
A veteran of the central Illinois restaurant industry, the owner of Rob Dob's Restaurant & Bar approached EA Architecture & Design with a vision -- to develop an empty lot on Bloomington's east side into a fine-dining restaurant. Over the course of 2 years the team at EA strategized, sketched and planned in close collaboration with Mr. Dobski to bring his dream to life. EA provided site development consulting, 3D visualization studies, structural design, architectural & interior design, lighting design, furniture procurement, artwork consultation, and construction administration.

The restaurant is attached to a 3600 square-foot tenant space.

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# GAILEY EYE CLINIC

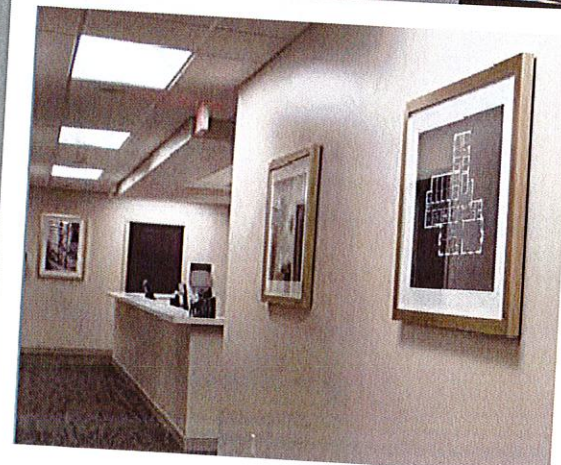
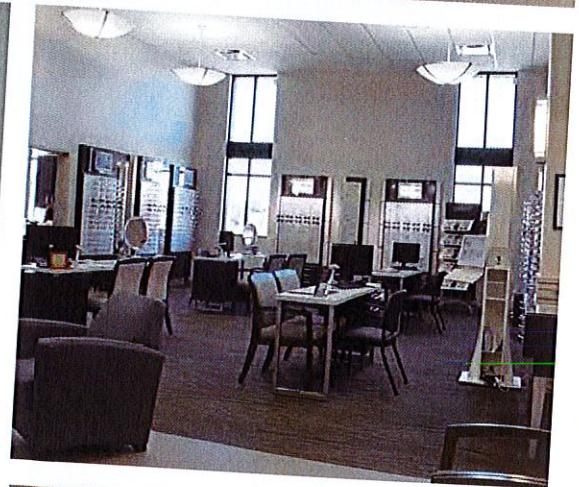
## New Construction Facility

Peoria, Illinois

After 75 years in business in Central Illinois, Gailey Eye Clinic ventured to open a new clinic in an up-and-coming shopping district of Peoria, IL. To attract and retain clientele in an already well-established community, Gailey required a modern facility boasting the latest in technology and design.

EA was hired early in the development process to design the site, the building and interior spaces from the ground up. Creating something unique and impressive was priority, while budget and timeframe were slim.

The team at EA produced full architectural and interior design, as well as furniture & accessory selection. Our design team also hand-selected & procured custom artwork from the archives of Gailey Eye Clinic's historical documents and photography. The oversized, vintage eye chart installation in the lobby won MDC's Great Space Award.



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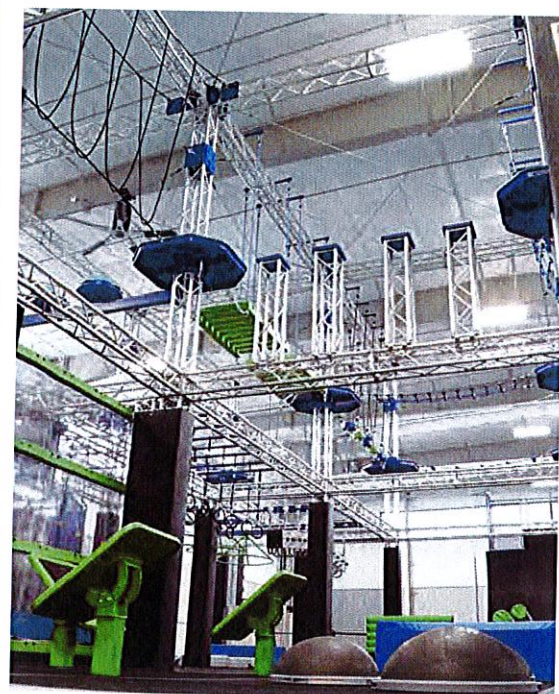
# IRON COYOTE CHALLENGE PARK

## Fitness Center

Bloomington, Illinois

Iron Coyote is a 16,000 square foot building that provides an alternate avenue for physical fitness. Within the building includes a ninja obstacle apparatus, a ropes course, a bouldering scalable wall, fun walls, basketball court and zip line for all ages young and old. Support spaces for the gym area include a small office space for staff, rentable party rooms, and second level terrace serving food and drink.

Construction began on this building in October of 2018 lasting for 11 months with an opening in August of 2019. The building consists of a pre-engineered metal building on a traditional concrete foundation system.



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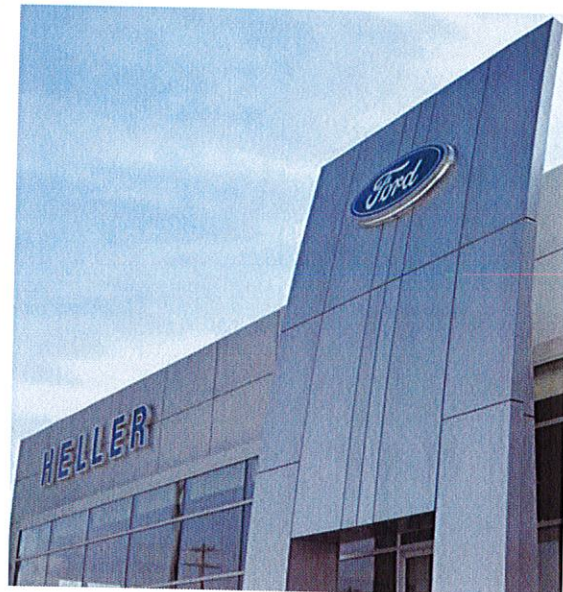
# HELLER FORD

## Fordland Dealership Remodel

El Paso, Illinois

When Heller Ford started the process of updating their dealership in El Paso, IL, EA Architecture & Design was tasked with administering the Fordland Dealership Facility Design Prototype standards into the remodeling. Most important to the owners was applying the program standards in a way that made economical and logistical sense for their existing building.

EA Architecture & Design provided site planning, architectural & interior design, code review, construction documents & construction administration. Fordland Dealership Facility Design Prototype implementation was at the core of the process throughout. The designers at EA used their experience with corporate prototype implementation to guide the decision makers at Heller Ford seamlessly through the process.



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# LEMAN TOYOTA

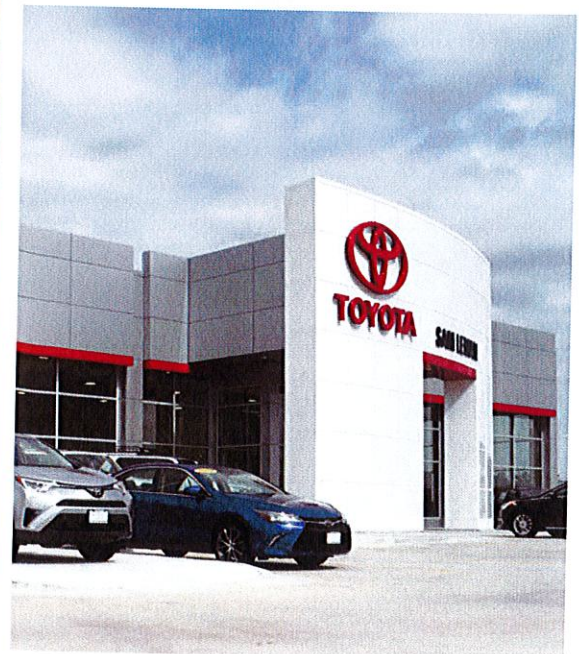
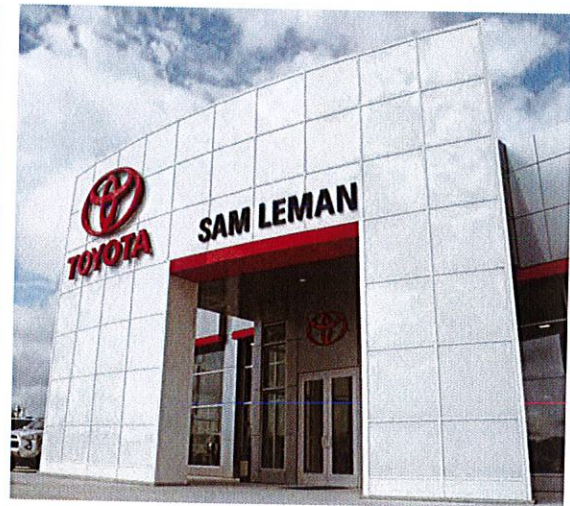
## Toyota Dealership

Bloomington, Illinois

Leman Toyota is a new dealership in Bloomington, IL. The building is approximately 34,000 square feet composed of precast panel shop walls & metal panel with aluminum storefront showroom walls.

The shop contains 16 service bays, tool storage, parts storage and support areas for staff. The showroom includes office space, customer areas and vehicle display space.

Along with Toyota Image Prototype Design implementation, EA provided the design for the architectural, structural and MEP systems.



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### **Education**

Master of Architecture with  
Structural Emphasis  
– University of Illinois at  
Urbana-Champaign

Bachelor of Science,  
Architectural Studies  
– Southern Illinois University  
Carbondale

### **Licenses / Certifications**

Registered Architect,  
Illinois

Green Globes Fellow,  
Green Building Initiative

Green Globes Assessor,  
Green Building Initiative

Registered LEED AP – Building  
Design + Construction,  
United States Green Building  
Council

National Council of Architectural  
Registration Boards Certificate

### **Professional Affiliations**

American Institute of Architects

### **Professional Experience**

April 2014 – Present,  
EA Architecture & Design, Inc.

2003 – March 2014,  
Previous Employer

## **nathan elliott**

AIA, ALA, GGA, NCARB, LEED AP  
Principal

### ***Biography***

Nathan has over 22 years of work experience in the architectural field. From compiling details and drawings as an intern-architect, to leading the project design through project completion, Nathan has provided his knowledge and leadership in many capacities.

### ***Project Experience***

#### **Kongsilde Industries, Inc. Hudson, Illinois**

Being a design-build project, Nathan help facilitate owner-contractor meetings discussing building details, building layouts, and equipment coordination for the construction of a 75,000 square foot addition.

#### **Gailey Eye Clinic Peoria, Illinois**

This is a design-build project that required clear coordination between the owner, contractor, and design team. Project details were communicated between all members to ensure the final product will meet the owner's expectations. This is newly construction a 7,000 square foot building with a scheduled completion of 1 July 2016.

#### **Buffalo Wild Wings Pekin, Illinois**

Nathan provided the structural design for this project located in Pekin, Illinois. The building's structure is composed of a metal stud bearing wall system with a steel joist supported roof. The 10,000 square foot building was designed for a developer in the Peoria area. The majority of the building serves as the Buffalo Wild Wings restaurant chain and the other serves as a leasable space for a future tenant.

#### **Iron Coyote Challenge Park Bloomington, Illinois**

This building will house a climbing wall, training area, a zip line, and an elaborate suspended ropes course. This pre-engineered building is 17,000 square foot in size with a 3,000 square foot second floor. Nathan provided schematic design, foundation engineering and is overseeing construction.



## Firm Description

### Get to know us.

At KEDbluestone, we are an innovative team of MEP engineers who provide an extraordinary client experience. Our job is to simplify the complex, and to deliver seamless solutions that our clients can count on. Our aim is simple: to be exceptional.

Originally established as two independent firms with similar values, Keith Engineering Design and Bluestone Engineering joined forces to become KEDbluestone in 2024. With a history of collaboration that goes back decades, we are known for our unwavering commitment to client success, for delivering the highest standards of quality in MEP engineering design, and for providing an enjoyable and personable client experience. Our combined team includes nearly 70 employees and offices in Des Moines, Peoria, and Iowa City. Clients across the Midwest and beyond choose KEDbluestone for our proven track record of delivering the highest quality engineering solutions coupled with a tailored, engaging experience.

### ABOUT KEDBLUESTONE

- > 65+ engineers practicing across various disciplines
  - Electrical
  - Mechanical
  - Plumbing/ Fire Protection
  - Technology
- > Known for a culture of owner-focused solutions
- > Multiple team members with LEED AP and PE Credentials
- > Reputation of responsiveness
- > Offices located in:
  - Peoria, Illinois
  - Des Moines, Iowa
  - Iowa City, Iowa

#### BASIC SERVICES

: *provided by KEDbluestone*

- > Schematic Design Phase
- > Design Development Phase
- > Construction Documents Phase
- > Bidding Phase
- > Construction Phase

#### ENGINEERING SERVICES

: *provided by KEDbluestone*

- > Mechanical engineering
- > Electrical engineering
- > Plumbing engineering
- > Fire protection engineering
- > Technology engineering

#### ADDITIONAL SERVICES

: *provided by KEDbluestone*

- > Construction Observation
- > Commissioning
- > Energy Modeling
- > Building Information Modeling
- > Sustainability and LEED design
- > Study Analysis

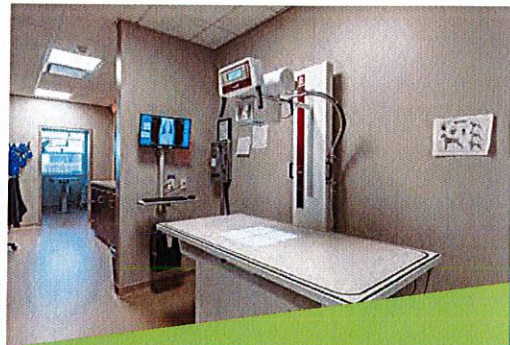


[www.KEDbluestone.com](http://www.KEDbluestone.com)



## Bringing a Custom-Designed Vet Clinic to Life

Ulm Veterinary Clinic : 530 E Fort St, Farmington, IL 61531



### Project Size & Cost

3,335 square feet | \$1.2 million

### The Challenge

After outgrowing its existing space, this vet clinic constructed a new building in a residential area. The veterinarian was directly involved in construction, requesting custom design touches—such as wall-length benches instead of chairs in exam rooms, exam tables that fold into the wall and plenty of windows for natural light—to meet patient and owner needs.

### KEDbluestone Solution

We coordinated with local utilities to bring all new electric, gas and water service to the site and built box shields around parking lights to prevent glare on neighbors' properties. Because the building featured a sloped roof, we selected ground-mounted HVAC equipment with ventilation and exhaust features—including electric reheat—to keep odor, moisture and humidity out of the exam, kennel and waiting room areas. We also installed specialty veterinary-style plumbing, along with corrosion-resistant electrical fixtures in the kennel area.

### Engineering Services

- Electrical Service
- Mechanical
- Plumbing
- Lighting
- HVAC

Client  
Contact

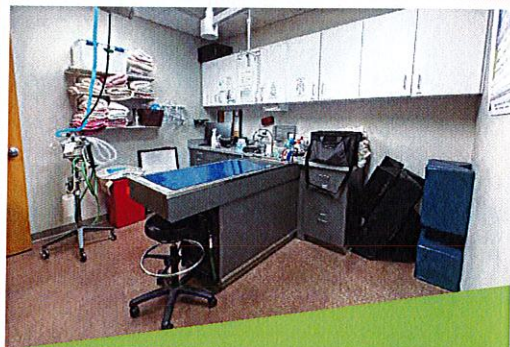
Dr. Jennifer Ulm, DVM  
Ulm Veterinary Clinic  
309 / 245 . 2888

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bluestone  
www.KEDbluestone.com



## Designing Highland Pet Hospital's New Facility

Highland Pet Hospital & Wellness Center: 118 Greenwood Ave, Bloomington, IL 61704



### Project Size & Cost

7,000 square feet | \$1.4 million

### The Challenge

Highland Pet Hospital was outgrowing their existing facility, so they purchased an undeveloped plot of land to house a new, larger facility. With this, not only did they need MEP system designs, but they also needed to bring services to the undeveloped plot. Animal Hospitals also require specialized boom lighting, animal-safe spaces, and surgical equipment, adding complexity. The client requested as much usable interior space as possible, so they requested that we minimize utility space as much as possible.

### KEDbluestone Solution

We designed the mechanical system to include outdoor units, thereby minimizing the amount of interior space being taken up by utilities. We coordinated with service providers, ensuring the necessary services were extended to the plot, at the correct amounts to support the new facility. When designing each system, we considered animal-safety measures, as well as specialized surgical equipment needs. The dental, surgical, and outpatient treatment rooms were designed to include specialized boom lighting. As a result, the Highland Pet Hospital now has a new, state-of-the-art facility, that will allow them to serve the community at a greater capacity.

### Engineering Services

- Electrical
- Mechanical
- Plumbing
- Lighting
- HVAC
- Technology
- Fire Alarm

### Client Contact

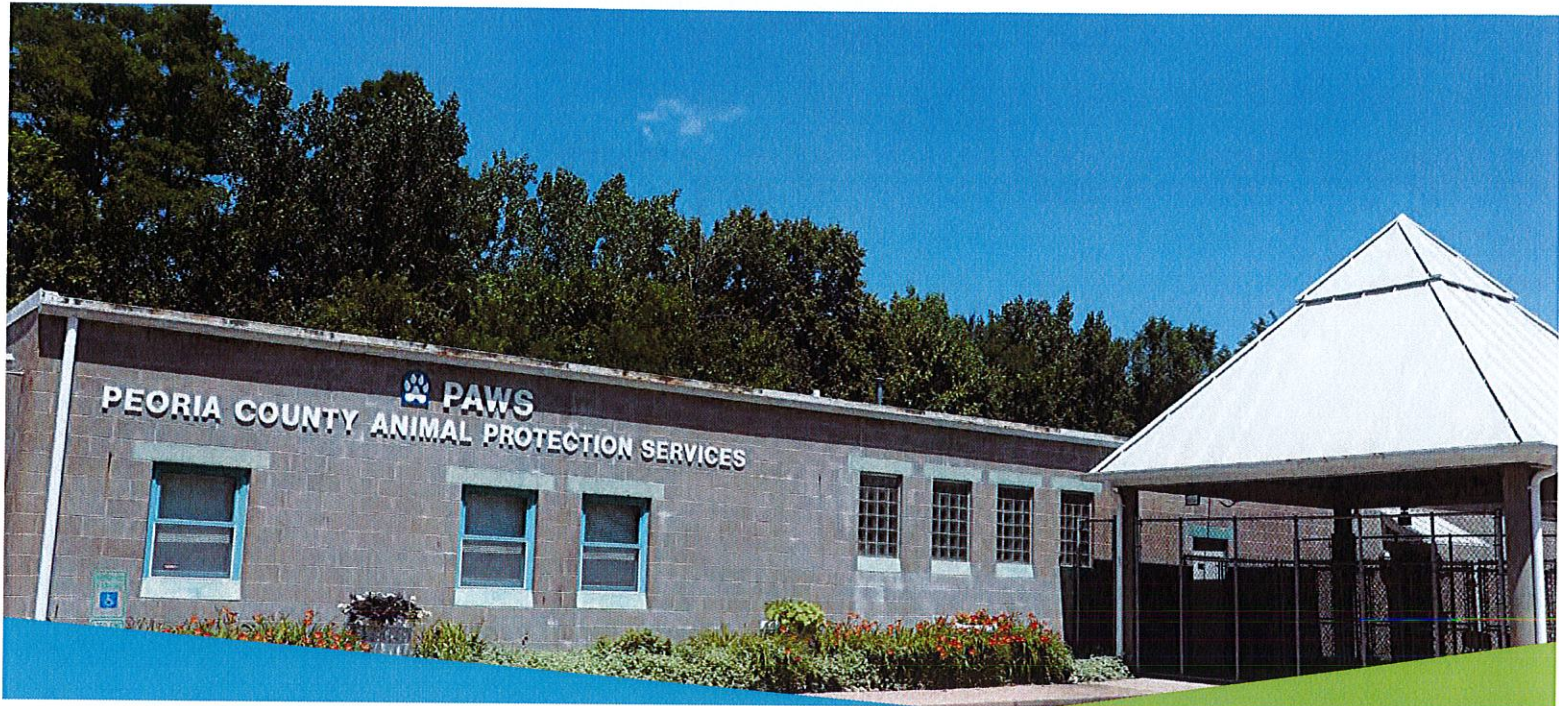
Kyle Glandon, *Architect*  
Highland Pet Hospital  
309 / 533 . 9706

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# Modernizing the Peoria Animal Wellness Shelter

Peoria Animal Wellness Shelter (PAWS) : Peoria, Illinois



## Project Size & Cost

8,000 square feet | cost undisclosed

## The Challenge

PAWS needed to renovate their facility to improve environments for both animals and staff. One of the client's main concerns was improving ventilation and temperature control. However, the facility's current electrical service could not support the HVAC upgrades. The facility's renovation was also more complex because it required all corrosion-resistant, animal-safe materials. Additionally, PAWS needed a backup generator, to prevent HVAC downtime and the need for animal relocation.

## KEDbluestone Solution

We redesigned the electrical system to incorporate a backup generator, ensuring cooling and ventilation would be maintained in case of a power outage, preventing the need for animal relocation. We utilized stainless steel enclosures, ensuring all materials were animalsafe. We increased the electrical service, allowing the facility to receive the necessary HVAC upgrades. As a result, the facility now has an upgraded electrical service, an upgraded HVAC system, animal-centric, corrosion-resistant environments, and a system that includes a backup generator for peace of mind.

## Engineering Services

- Electrical
- Lighting

Client  
Contact

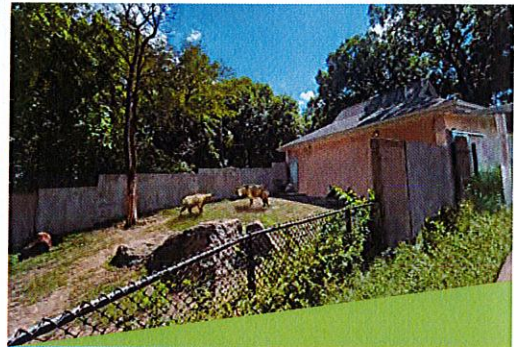
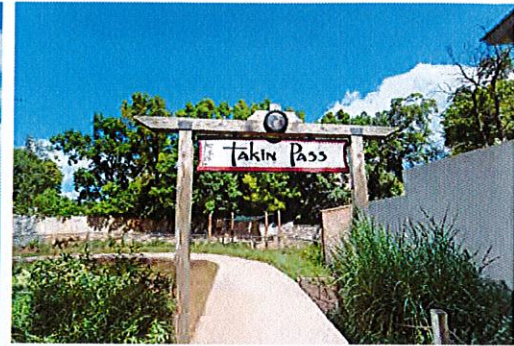
Lauren Malmberg, *Animal Control Administrator*  
PAWS  
309 / 245 . 2888

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bluestone  
[www.KEDbluestone.com](http://www.KEDbluestone.com)



## Electrical System Designs for a New Animal Enclosure

The Peoria Zoo : 2320 N Prospect Rd, Peoria, IL 61603



### Project Size & Cost

2,505 square feet | cost undisclosed

### The Challenge

The Peoria Zoo was expanding to include a new Takin animal enclosure. This enclosure required unique electrical designs, based around the specific needs and abilities of the animal. Anything within reach of the animals needed to be indestructible and corrosion resistant. The enclosure would need to include lighting, fans, and electric waterers.

### KEDbluestone Solution

We designed the system to incorporate all necessary features for the animal's habitat, including the lighting, fans, and electric waterers. All materials and equipment were chosen based on their durability and corrosion resistance, ensuring a safe and secure system for the enclosure. As a result of the project, the Peoria Zoo now has a Takin Exhibit, creating a home for the animals and expanding the zoo experience for visitors.

### Engineering Services

- Electrical
- Lighting
- Technology

### Client Contact

Rebecca Fredrickson, *Superintendent of Planning, Design, and Construction Division*

Peoria Park District  
309 / 682 . 1200

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## Principal



**Brian Keith** / Principal | President | Electrical

### **KEDbluestone**

707 NE Jefferson Ave., Peoria, Illinois 61603  
309 / 431-3723 : direct

Bradley University : Electrical Engineering  
B.S. in Electrical Engineering : 1988

34 years of professional experience

Registered Professional Engineer (P.E.)  
LEED Accredited Professional (LEED AP)

As President, Brian maintains an active role in all of the company's projects - overseeing all electrical engineering from schematic design through the project close-out. He has 34 years of experience in the design of institutional, industrial, and commercial electrical systems, a deep understanding of how electrical systems are designed and installed, and detailed knowledge of the electrical costs associated with commercial projects. Before becoming a Principal and President, Brian served as a project manager, design engineer, and estimator for a commercial electrical contractor.

## Project Experience

### **Highland Pet Hospital**

New Facility Design  
Bloomington, Illinois  
Project Size & Cost:  
7,000 square feet | \$1.4 million

### **Peoria Animal Control**

Facility Renovation  
Peoria, Illinois  
Project Size & Cost:  
8,000 square feet | undisclosed

### **DeWitt County Animal Shelter**

New Facility  
Clinton, Illinois  
Project Size & Cost:  
2,688 square feet | undisclosed

### **Ulm Veterinary Clinic**

New Facility Design  
Farmington, Illinois  
Project Size & Cost:  
3,335 square feet | \$1.2 million

### **Peoria Zoo**

Addition and Renovations  
Peoria, Illinois  
Project Size & Cost:  
TBD | anticipated \$53.9 million

### **Peoria Zoo**

New Takin Animal Enclosure  
Peoria, Illinois  
Project Size & Cost:  
2,500 square feet | undisclosed



## Principal



**Adam Camp** / Principal | Mechanical

### **KEDbluestone**

707 NE Jefferson Ave., Peoria, Illinois 61603  
309 / 431-3712 : direct

Bradley University : Mechanical Engineering  
B.S. in Mechanical Engineering : 2015

10 years of professional experience

Registered Professional Engineer (P.E.)

Throughout Adam's ten years of professional experience, he has become an expert in conceptual and schematic design, mechanical load calculations, mechanical equipment selection, and piping/ ductwork layout across a diverse set of HVAC applications - including education, medical, industrial, commercial, and government buildings. As the head of the mechanical department at KEDbluestone, Adam not only manages his own projects from kick-off to closeout, but he also assigns project teams and mentors junior engineers, fostering a culture of continuous learning and growth within our organization, ensuring our clients receive the highest quality end result.

## Project Experience

### **Highland Pet Hospital**

New Facility Design  
Bloomington, Illinois  
Project Size & Cost:  
7,000 square feet | \$1.4 million

### **Peoria Animal Control**

Facility Renovation  
Peoria, Illinois  
Project Size & Cost:  
8,000 square feet | undisclosed

### **DeWitt County Animal Shelter**

New Facility  
Clinton, Illinois  
Project Size & Cost:  
2,688 square feet | undisclosed

### **Ulm Veterinary Clinic**

New Facility Design  
Farmington, Illinois  
Project Size & Cost:  
3,335 square feet | \$1.2 million

### **Peoria Zoo**

Addition and Renovations  
Peoria, Illinois  
Project Size & Cost:  
TBD | anticipated \$53.9 million

### **Peoria Zoo**

New Takin Animal Enclosure  
Peoria, Illinois  
Project Size & Cost:  
2,500 square feet | undisclosed





**James Harmon** / Plumbing & Fire Protection Manager

**KEDbluestone**

707 NE Jefferson Ave., Peoria, IL 61603  
309 / 431-3724 : direct

29 years of professional experience

James combines a deep understanding of plumbing and fire protection design with a broad base of 29 years of experience—from drafting and design to estimation and construction project management. At KEDbluestone, his responsibilities include mechanical, fire protection, and plumbing system design and he applies his expertise to ensure high-quality finished products for government, commercial, healthcare, institutional and educational facilities.

## Project Experience

**Highland Pet Hospital**

New Facility Design  
Bloomington, Illinois  
Project Size & Cost:  
7,000 square feet | \$1.4 million

**Peoria Animal Control**

Facility Renovation  
Peoria, Illinois  
Project Size & Cost:  
8,000 square feet | undisclosed

**DeWitt County Animal Shelter**

New Facility  
Clinton, Illinois  
Project Size & Cost:  
2,688 square feet | undisclosed

**Ulm Veterinary Clinic**

New Facility Design  
Farmington, Illinois  
Project Size & Cost:  
3,335 square feet | \$1.2 million

**Peoria Zoo**

Addition and Renovations  
Peoria, Illinois  
Project Size & Cost:  
TBD | anticipated \$53.9 million

**Peoria Zoo**

New Takin Animal Enclosure  
Peoria, Illinois  
Project Size & Cost:  
2,500 square feet | undisclosed





## **AUSTIN ENGINEERING CO., INC.**

Consulting Engineers / Landscape Architects / Surveyors  
Peoria, IL - Davenport, IA – Chattanooga, TN

[austinengineeringcompany.com](http://austinengineeringcompany.com)

PJ Hoerr  
Matt Brown  
Senior Project Manager  
107 Commerce Place  
Peoria, IL 61604  
(309) 888-9567  
[mattb@pjhoerr.com](mailto:mattb@pjhoerr.com)

March 07, 2025

Re: Design Build of New Animal Control Building  
Tremont, IL  
Tazewell County  
Due Date - Time: Friay March 14<sup>th</sup> at 2:30 PM

Matt:

Pursuant to your request, please utilize the following information for including Austin Engineering in your response to the above referenced RFQ.

*Lead/Senior Civil Engineer*  
*Lead/Senior Surveyor*  
*Lead/Senior Architect*

**Devin Birch, PE, President**  
**Mike Cochran, PLS, Secretary-Treasurer**  
**Sean Rennau, PLA**

### *Company Bio – Statement*

Austin Engineering provides professional Civil Engineering, Land Surveying and Landscape Architecture services. Our company was established in 1937 and incorporated in 1947 and has played an integral role in the development of the Greater Peoria area for almost eight decades. We are licensed in several states across the country. Our clientele includes a diverse group of public and private clients, general contractors, as well as architects and fellow engineers. We regularly team with General Contractors for Design Build contracts. We also perform projects on a variety of budgets including lump sum contracts, cost-plus, not to exceed, and on an hourly basis.

The Austin Engineering team prides itself on its ability to work together with our clients to produce cost-effective designs that meet our client's needs and desires. AEI has extensive experience in land design including subdivision development, senior living facilities, apartment complexes, condominiums, sport fields, recreational, and commercial property site development. We also specialize in stormwater control and management including detention/retention facility

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220 Emerson Pl., Suite 101-A, Davenport, IA 52801  
2115 Stein Drive, Suite 201, Chattanooga, TN 37421  
P 1 (844) 691-AEI

**Incorporated August 18, 1947**

design and flood studies as well as hydraulic and hydrologic analysis. Our general experience includes numerous public improvement projects for water mains, water treatment facilities, sanitary sewer mains, sewage treatment plants, storm sewers, stormwater drainage, and transportation projects, all of which include both new projects and rehabilitation projects as well.

Austin Engineering is also a full-service Land surveying company with three full-time survey crews on staff in Peoria, IL. Our surveys include property boundary surveys, ALTA surveys, outside construction staking services, flood elevation certificates, and right of way and easement surveys. In addition, our survey staff provides invaluable support to our engineering staff by performing topographic surveys and all other survey work necessary to perform our design projects.

Lastly, Austin Engineering is an award-winning Landscape Architecture firm. Our project design experience includes commercial property, residential, governmental and public streetscapes and spaces. Our focus is on cost-effective sustainable site planning that enhances the beauty of the natural environment. Our work has been recognized with awards from the Illinois Landscape Contractors Association.

*Summary/Statement for approach to energy efficient/sustainable designs.*

Austin Engineering blurs the lines between Landscape Architecture and Civil Engineering to create optimal sustainable site designs for their clients. Elements such as storm water detention basins are designed with locally sourced native forbs and grasses that can tolerate the extremes of the local climates while helping to reduce runoff and pull stormwater deep into the soils to help replenish aquifers. Our native planting designs also help to reduce landscape maintenance costs while also providing habitat for native animals, not to mention aesthetic beauty.

To assist with energy savings, we carefully position plants and deciduous trees help to place dense leafy shade on structures, utilities and parking lots in the summer while dropping colorful leaves in the fall to allow warm sun exposure to building roofs and facades in the winter. We also use certain tree species to design wind breaks to save on heating bills during the winter. To further assist with sustainability within the built environment, we can use green roofs or permeable pavements that help reduce run off as well as reduce glare that helps to reduce heat island affect.

If you should find that you require any additional information to complete our firm's addition into your response to the RFQ, please do not hesitate to contact me.

Sincerely,



Devin Birch, PE

311 SW Water St., Suite 215, Peoria, IL 61602  
220 Emerson Pl., Suite 101-A, Davenport, IA 52801  
2115 Stein Drive, Suite 201, Chattanooga, TN 37421  
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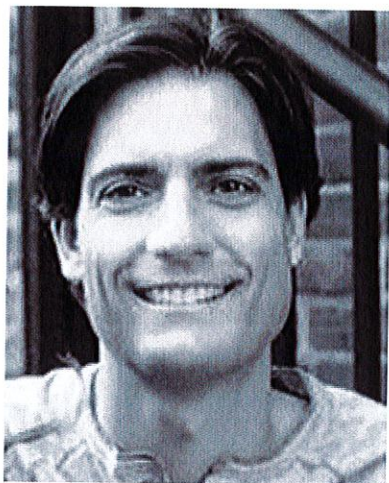




## AUSTIN ENGINEERING CO., INC.

Consulting Engineers / Landscape Architects / Surveyors  
Peoria, IL - Davenport, IA – Chattanooga, TN

[austinengineeringcompany.com](http://austinengineeringcompany.com)



CIVIL ENGINEER  
AUSTIN ENGINEERING COMPANY, INC.  
DEVIN BIRCH, PE

University of Illinois – Urbana-Champaign  
University of Illinois – Springfield

B.S. Civil Engineering  
M.B.A.

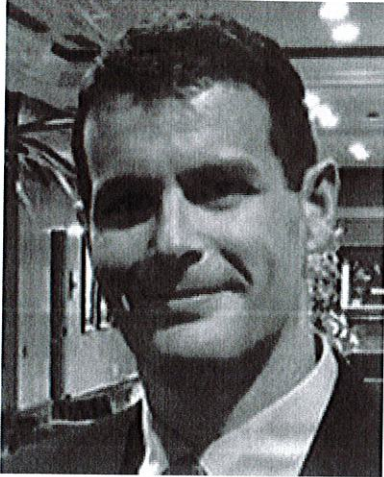
Devin has over 25 years of professional experience in the Civil Engineering field in the following areas: Project Management, Roadway Design (Local & State), Erosion-Sedimentation-Storm Water Control, Storm Sewer Design, Sanitary Sewer Design, Water Main Design, Site Development (Residential, Commercial and Industrial), Quantity Take-off, Cost Estimating and Construction Observation and Inspection. Devin has been a principal with Austin Engineering since 2008. He initially obtained his Professional Engineering License in Illinois in 2006 and is presently licensed in fourteen (14) other states.

Tazewell County - Pekin, IL  
Tazewell County – Mackinaw, IL  
St. Joseph Church of Pekin – IL  
Fondulac Park District – East Peoria, IL  
Peoria Housing Authority – IL  
City of Peoria Public Works – IL

Tazewell County Justice Center Annex  
Heritage Lake Roadway & Culvert Improvements  
New Parrish Addition  
Farm Park Splash Pad & Restroom Improvements  
East Bluff Scattered Sites Residential  
Villa Lake Drive & Wildlife Drive Re-Construction

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LAND SURVEYOR  
AUSTIN ENGINEERING COMPANY, INC.  
MIKE COCHRAN, PLS

Southern Illinois University – Carbondale  
University of Illinois – Springfield

B.S. Industrial Technology  
M.B.A.

Mike has over 20 years of field and office experience as a Surveyor in the following areas:  
Property Boundary Surveys, G.P.S. Surveys, Lot Surveys, Tract Surveys, ALTA Surveys,  
Duplex Splits, Condominium Plats, Subdivision Surveys, Easement & Right of Way Surveys,  
Construction Staking, Topographic Surveys, Aerial Control Surveys, Elevation Certificates,  
L.O.M.A. & Related F.E.M.A. Reports. Mike has been a Principal with Austin Engineering  
since 2019.

City of Pekin  
City of Washington  
City of Peoria  
City of East Peoria

Velde & Parkway Intersection Improvements  
Lakeshore Drive Right of Way Survey  
Urban Decay Survey  
Access Rd. No 6 Re-Construction

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LANDSCAPE ARCHITECT – CIVIL ENGINEER  
AUSTIN ENGINEERING COMPANY, INC.  
SEAN RENNAU. PLA

University of Illinois – Urbana-Champaign  
Bradley University

B.S. Landscape Architecture  
B.S. Civil Engineering

Sean has over 20 years of combined experience in the Civil Engineering and Landscape Architecture fields. His employment with traditional design-build firms has garnered experience on a variety of Civic and Residential projects from across the Midwest. His understanding of the design process and experience in the construction industry has honed his abilities to listen to project owners and work with Architects, Engineers, and Contractors in the optimal development of exterior spaces and habitats. Sean's diverse background provides the means to better understand the scientific and aesthetic principles of Civil Engineering projects

Carle Health

Peoria School District 150  
Illinois Capital Development Board  
Quincy, IL Housing Authority

Methodist Café Courtyard Improvements  
Proctor Café Courtyard Improvements  
Anni Jo Gordan Splash Pad  
State Fair Ground Coliseum Sculpture & Garden  
Frederick Ball Apartments

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2115 Stein Drive, Suite 201, Chattanooga, TN 37421  
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A photograph of a person from behind, wearing a white t-shirt and a light-colored baseball cap with sunglasses perched on top. The t-shirt features a large, dark rectangular logo on the back. The logo contains a stylized anvil icon on the left, followed by the text 'P.J. HOERR' in a bold, sans-serif font, and 'Since 1914' in a smaller font below it. The background is dark and out of focus.

## Tab 5 - Project Approach



## Site Specific Approach

PJ Hoerr and our design team have performed our initial investigation into each proposed site. Although we have not completed a comprehensive engineering evaluation, we have reached an initial assessment to provide you with a preliminary recommendation for the location of the New Animal Shelter.

Once selected, our preconstruction team and engineers develop a comprehensive Alta survey, identify all existing utilities at each site, do preliminary soil bores, provide a qualified site analysis confirming our initial assessment of the proper location for the building. In the meantime, based on the known facts, the site we feel is the most economical location is the location nearest to the Tazewell County Emergency Management Agency Building. (See Below)



The following items for each site were considered major items for consideration in choosing our preliminary site location:

### Southern Site Location

1. This location potentially would take away space currently being utilized by the Highway Department.
2. Substantial earthwork import fill and compaction would be required, adding costs to the project.
3. Based on utility information which we have obtained, we have reservations on the requirements needed to introduce the sanitary into the existing system. We see the potential for a costly solution.
4. Other Utility runs are further from this location.
  - a. Water
  - b. Gas
  - c. Sanitary
5. We would need to demolish existing parking areas to bring in utilities.
6. Most impactful location to current ongoing county operations.



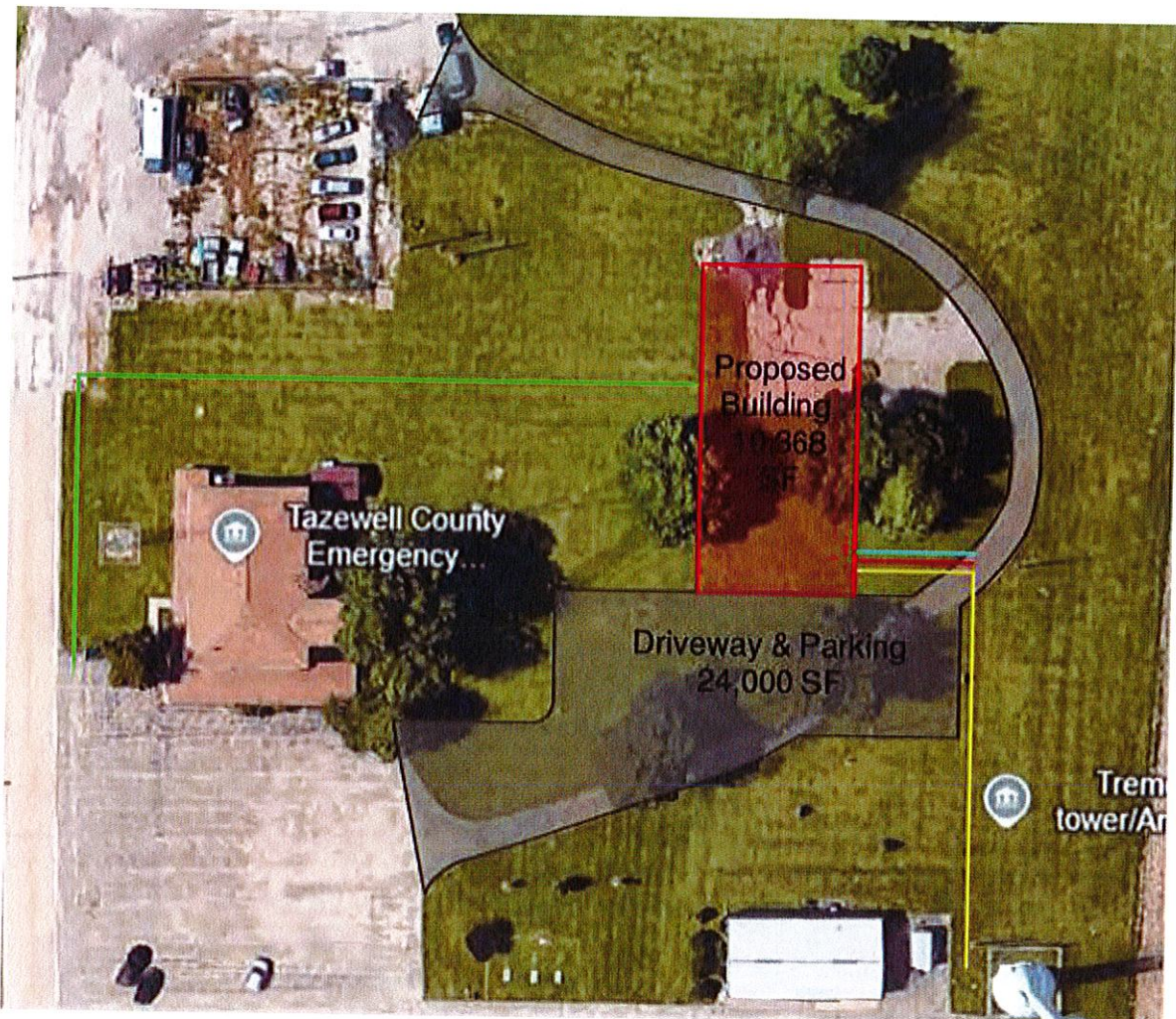
#### Central Site Location

1. From a soil standpoint, without borings, building on farmland might not be suitable soil from a structural standpoint. We often find layers of soft unusable soil when constructed in existing farm fields which increases the risk of unsuitable soil during construction or at the time of borings.
2. This location potentially adds congestion to a parking lot that seems to be full and utilized near to its capacity
3. Our ability to route utilities to this site is better than the Southern location, but not as efficient as the Northern location.
4. This location is not ideal for county logistics and parking.

#### Northern Site Location

1. This location is at a higher elevation and anticipated to be "dry", reducing risk and limiting costs.
2. All utilities are readily available in comparison to the other two locations.
3. We think we can introduce sanitary upstream and not overload the existing capacity of the system.
4. It is a earthwork cut site in lieu of fill which is more cost effective.
5. This spot already has a circle drive that can be updated and expanded on improving access for county personnel and maintenance.
6. It has unused parking south of the Tazewell County Emergency Management Agency building that could be utilized for overflow and/or primary staff parking.
7. We can also easily add parking at the back side of the building.
8. We feel it will cost the least to build here as we can take advantage of existing resources.

Below is a snapshot of the proposed location of the building in association with your existing facilities.





## Creating a Quality, Long Lasting Structure

Our priority is delivering a high-quality facility that will last over time. Our proposal reflects this approach of blending quality and value to produce two separate viable options for design and construction. We have planned and priced a building with a structure and finishes which will increase the lifespan of the facility. Our Pre-Engineered Metal Building (PEMB) option will last an additional 25 years minimum in comparison to a traditional post frame style building. Additionally, our slightly cheaper option of “stick framed” will outperform any post frame construction building available. Our thoughtful approach keys in on three main qualities:

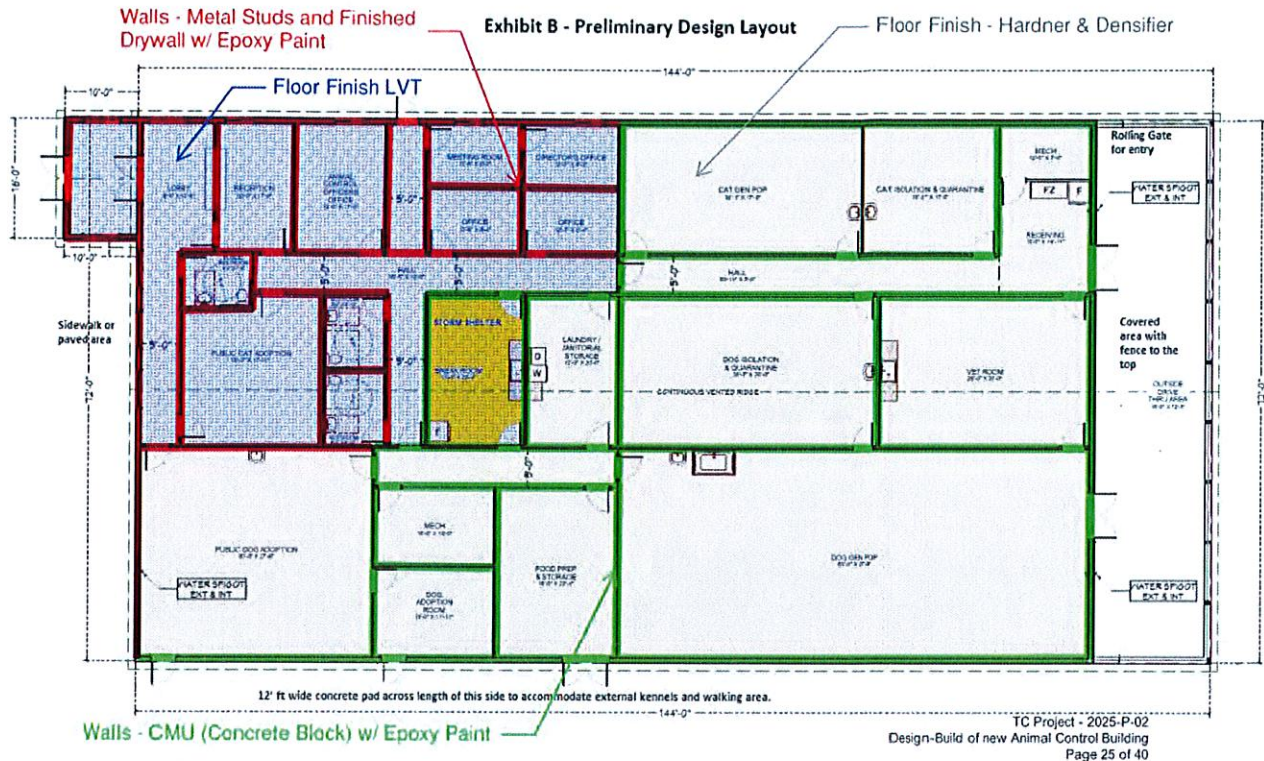
1. Structural Integrity and Energy Code
2. Longevity and Ease of Maintenance
3. Sanitary Environment for animals

The following represents a few examples of how we approached the design, construction materials and methods to meet our 3 main quality objectives. The following is included in our base price proposal:

1. Our buildings incorporate the right sized foundation packages and civil principles that will ensure your building is sound.
2. Our PEMB option is made of an all steel structure to add decades to the lifespan of the facility.
3. There are very few screws in a PEMB standing seam roof in comparison to a post frame or traditional metal roof or shingled system. This system is low maintenance, does not require screw replacement and sealing and is not susceptible to the many leaks in a traditional roof system.
4. Our stick frame option includes 12' eave heights instead of 10' because the 10' option does not work due to the fire code and space which is required to run the mechanical, electrical and plumbing above.
5. PJ Hoerr has included the most durable interior wall system in our proposal. (See plan model below)
  - a. All back of house wet areas will have CMU walls with epoxy paint.
    - i. This is much more durable than cheap FRP panels.
    - ii. Easy spray cleaning eliminates mildew, mold and bacteria which will accumulate behind and potentially on the seams and surface of the FRP.
    - iii. There are no exposed fasteners that could cause injury to animals.
    - iv. Maintenance free other than washing.
6. The ceiling system we have included in the back of house is scrubbable and can be sanitized enhancing the lifespan and reducing the risk of mildew, mold and bacteria.
7. Our back of house area is clean room capable.
8. The doors we have proposed are commercial grade, which include hollow metal frames, solid core doors and commercial hardware. Which in comparison to the prehung residential style products you may see from others provide the standard of quality you are accustomed to.
9. Our flooring types were selected on the criteria of “best environmental use”, not on what is the most affordable.

We understand that the county will be comparing our approach, and we want to stand out as the company who understands what is required to produce a building that should last 75 years with minimal maintenance. Our product will be a worker friendly environment, a place the public will embrace and enjoy visiting all while creating a place with minimal maintenance requirements within your budget.

Below is a snippet of our building showing each area and identifying what floor and wall assemblies have been planned.



## General Project Approach

While some construction firms want nothing to do with a project before it is completely designed and documented, PJ Hoerr believes we offer additional value by being involved in early preparatory design, planning, and cost estimating for any construction project. Our firm includes engineers, architects, and builders who are skilled at partnering with our design team in making important decisions early in the process. We also believe that every activity should have a schedule. Time is money and our ability to schedule preconstruction activities can help to reduce overall preconstruction time as well as construction durations. Our Design-Build delivery is what we do best.

As the leader of the preconstruction team, our personnel would lead all design meetings. In addition, we would immediately develop a conceptual design, detailed budget and then update that budget as decisions are made and the design is refined. We would also develop a preliminary project schedule including design and preconstruction services. Since we are very concerned about a building's weather tightness and energy consumption, we will also review proposed construction details for state-of-the-art construction methods. All these activities could culminate in the development of a guaranteed maximum price (GMP) proposal for the Owner's review. If the cost of the project is still in need of trimming, then value engineering options will be developed to reduce costs without sacrificing the uses and purpose of the facility. If accepted, construction of the project can begin on a fast-track basis even though all the final construction documents are not complete.

During the construction of the project, our team will hold frequent planning and scheduling meetings with the subcontractors on the project and hold monthly (at least) update meetings with the Owners and Designers. Our team will also work on a day-to-day basis with the Architect to review the work as it progresses and develop solutions to the various issues that will arise.

In the following pages, please see the myriad of tasks we will perform during each phase of the project that are imperative to properly manage schedule, budget, and quality.



## Scope of Services – Pre-Construction Services and Deliverables

- Meet with the Design Team and Owner to understand their initial view of the project, the challenges expected, and our initial design strategy.
- Deliberation of the site location utilizing our experienced design and construction team:
  - Discuss Advantages of each location
  - Discuss disadvantages of each location
  - Select a site location for the new building
- Develop a conceptual design, conceptual budget and conceptual schedule for the project based on the initial information available.
- Provide the preliminary plans:
  - Advise on materials
  - Advise on constructability
  - Advise on details, especially for building envelope
- Provide standard process design documents for Owner review:
  - Conceptual Design Documents
  - Schematic Design Documents
  - Design Documents
  - Permit Documents
  - For Construction Documents
- Collaborate with the Owner to plan all construction phase items including:
  - Construction sequencing
  - Staging and material storage
  - Contractor parking
- Based on the Owner's request and mutual agreement on project status, develop a Guaranteed Maximum Design Build Price.
- Develop a detailed Disadvantaged Business Enterprise (DBE) participation plan. (If required)
  - Confirm and establish percentage goals in each category.
  - Locate and contact all prospective DBE firms.
  - Determine any needs the DBE firms may have and develop solutions.
  - Ensure the DBE firms have equal opportunity.
- Perform a detailed building envelope review
  - Complete a multi-page checklist of envelope details and systems
    - Masonry details and flashings
    - Air/moisture barrier
    - Joints
    - Window details
    - Roofing
  - Discuss our findings with the designers and make detailed recommendations
- Aid the Owner in obtaining zoning changes, certificates of need, etc.
- Aid the design team in master planning the facility
  - Analyze available and required utilities
  - Investigate the most efficient phasing of the project
- Develop detailed cost estimates at the completion of Conceptualization, Schematic Design, Design Development, and Construction Documents.

- Perform value engineering analysis as needed:
  - Investigate life cycle costs
  - Investigate alternate materials/systems
  - Investigate the value of upgrades/downgrades
- Finalize construction documents performing budget updates along the way.
- Develop a detailed construction schedule to be used throughout the project.
- Determine long lead items and pre-order if required.
- Perform preliminary layout/surveying.
- Assist the Design Team with any LEED and/or commissioning requirements.
- Attend any required Tazewell County meetings to inform the board of the progress of the design, budget, and schedule.

#### **Scope of Services – Bid and Buy**

- Work with the Owner to develop a list of proposed bidders with the desired goal of obtaining multiple bids in each division with exception of our design build partners.
- Develop work scopes and bid forms for each trade package.
- Advertise project for bids/distribute plans.
- Ensure all potential DBE firms are contacted in the pre-construction phase and participate in the bidding activities.
- Plan for and administer pre-bid meetings.
- Answer or coordinate questions during bidding.
- Purchase long lead items as required by evaluation in the pre-construction phase.
- Submit for land use and building permits.
- Receive bids and make a preliminary determination of the lowest responsible bidder.
- Produce a tabulation of all bids and provide to the Owner.
- Hold detailed pre-award meetings with apparent low bidders to determine that work scopes are completely covered.
  - Determine their suppliers and any subcontractors
  - Discuss as-bid quantities and any exclusions/clarifications
  - Determine if subcontractors have any concerns with how the project is designed
  - Discuss cleanup expectations
  - Discuss the schedule at length
  - Determine the subcontractor's proposed on-site personnel and supervision
  - Review safety rules/requirements
  - Confirm requirements are included
- Make written recommendation of award to Owner for each subcontractor



- Execute subcontracts and purchase orders for all labor and materials.
- Attend any required Tazewell County meetings to inform the board of the final bid and buy progress. This will also detail the required next steps and approvals needed to proceed.

#### **Scope of Services – Construction/Contract Administration**

- Hold pre-construction meetings with the Owner, Design Team, and Subcontractors.
- If part of the project, start Building Information Modeling (BIM) coordination of the mechanical trades.
- Hold LEAN Pull-Planning meetings with the subcontractors to develop detailed Weekly Work Plans.
- Develop monthly schedule updates.
- Develop monthly progress reports for the Owner.
- Coordinate materials testing and inspection services.
- Hold weekly progress meetings with subcontractors.
- Hold progress meetings with the Owner and designers as often as they prefer.
- Maintain logs for all submittals, Architect's Supplemental Instructions, and Requests for Information.
- Review/process requests for Change Orders.
- Track lien waivers and initiate pay requests.
- Maintain contact with building inspectors and other governing authorities.
- Perform quality control inspections and water testing of the building envelope elements.
- Verify the Authority Having Jurisdiction conformance during construction.
- Monitor and track any DBE requirements.
- Assist the Design team with any LEED and/or commissioning requirements.
- Attend any required Tazewell County meetings to inform the board on the progress of the work and status of the budget.

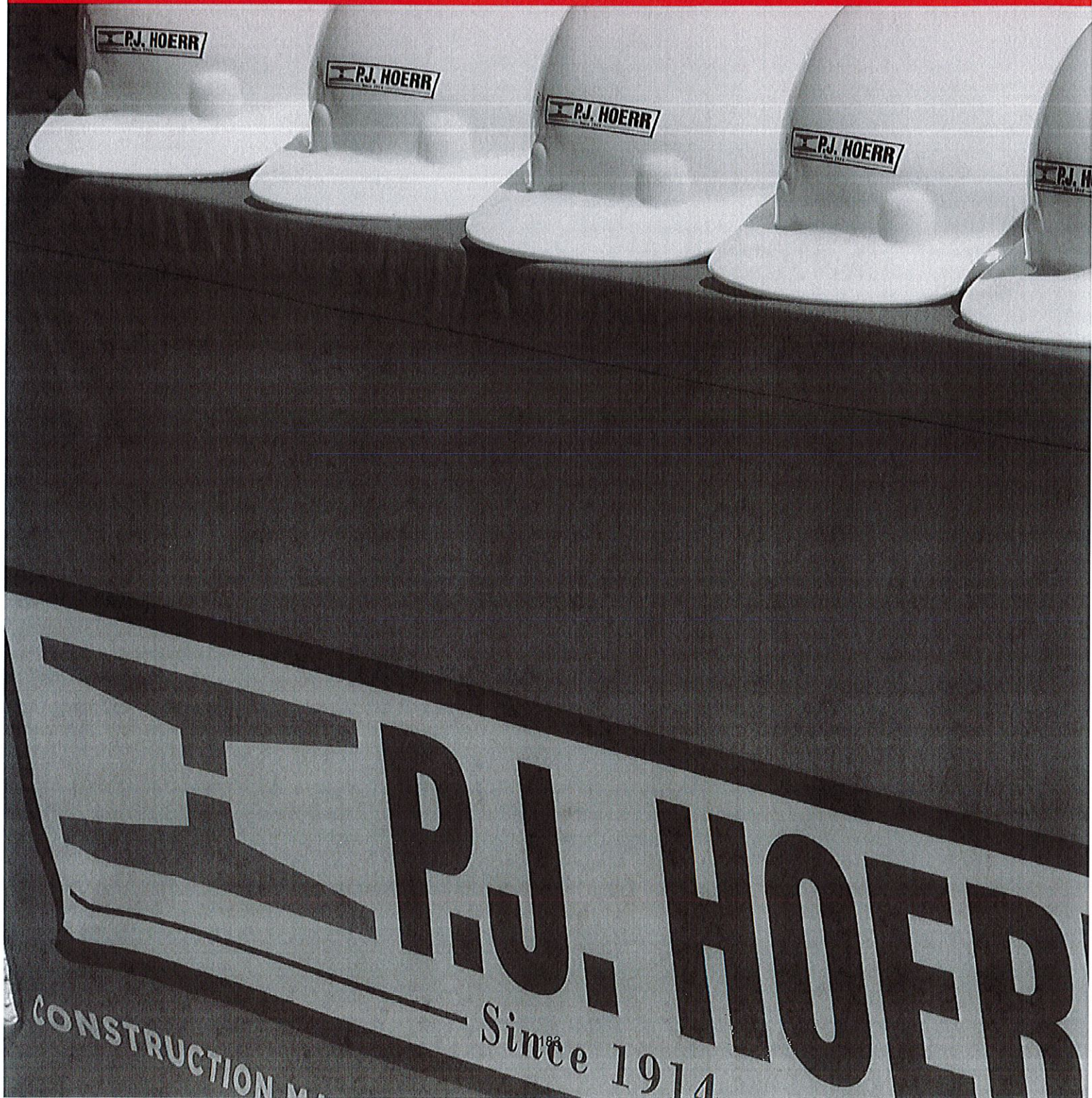
#### **Scope of Services – Close Out**

- Assist Owner and Design Team in the preparation and completion of all punch lists.
- 
- Coordinate/manage/document Owner training.
- Arrange and manage Certificate of Occupancy inspection.
- Work with Design Team to obtain successful inspection and licensing, if required.
- Assist the Owner and Design Team in assembling and submitting all Authority Having Jurisdiction (AHJ) required certifications and forms.

- Resolve any AHJ related issues that arise from the final inspection.
- Compile Operations and Maintenance Manuals for the facility.
- Develop an emergency contact list for the Owner.
- Compile and submit record drawings to the Design Team and Owner.
- Finalize all lien waivers, complete final payments, and close remaining contracts.
- Communicate with the Owner after move-in to correct any issues or problems.
- Provide all warranties as required.



## Tab 6 - Additional information





## **Energy Efficiencies Implementation Leadership in Energy and Environmental Design (LEED) Experience**

PJ Hoerr has been committed to constructing green for many years. Our team has had multiple individuals who have been trained on the requirements necessary to complete an Energy Efficient and LEED certified project. Additionally, PJ Hoerr has a licensed architect on staff who holds the LEED Accreditation for Building Design and Construction. Also, on non-LEED projects, we make it a policy to work with owners to develop recycling procedures for construction waste and utilize environmentally friendly design practices, among other construction methods to reduce our carbon footprint.

### **Recent PJ Hoerr LEED Certified Projects and LEED Status**

**Illinois Central College Workforce Sustainability Center**  
East Peoria, IL  
LEED Silver

**Normal Fire Department Headquarters**  
Normal, IL  
LEED Silver

**Knox College Whitcomb Art Building**  
Galesburg, IL  
LEED Gold

**Knox College Alumni Hall**  
Galesburg, IL  
LEED Gold

**Caterpillar PPG MDC**  
East Peoria, IL  
LEED Silver

**Roanoke-Benson CUSD #60 High School-Sowers Elementary School**  
Roanoke, IL  
LEED Silver

**Princeville High School**  
Princeville, IL  
LEED Silver

**Illinois Fire Service Institute**  
Champaign, IL  
LEED Silver

**University of Illinois Huff Hall Addition**  
Champaign, IL  
LEED Silver



## **Building Information Management (BIM) Experience**

P.J. Hoerr has made significant investments in training, software, and hardware to provide complete Building Information Modeling or Building Information Management (BIM) on our projects. Our initial step, completed in the design phase, is to develop a BIM Execution Plan. This plan includes a step-by-step process throughout the project that all contractors are to follow. This process manages all the mechanical, electrical, and plumbing contractors through complete mechanical coordination. This shows potential issues through clash detection and gives clear construction methods due to the 3D modeling. This process will significantly reduce construction time and change orders.

Items included in the BIM Execution Plan

1. Design Model Use and Requirements
2. Coordination Process
3. Coordination Sign-Off
4. Model Requirements
5. Software Utilized
6. File Naming Structure
7. Coordination Milestones
8. Coordination Meeting Schedule

PJ Hoerr employs a BIM Manager, who oversees the entire BIM process. This BIM manager will attend early design meetings and provide input to ensure the project is set up to fully utilize the BIM process.

### **Sampling of Recent BIM Projects**

**Illinois Central College Workforce Sustainability Center – East Peoria, IL** – Project consists of a 2-story, 29,000 SF new building that includes hands-on training bays, open work areas, classrooms, and offices. \$16 million. 2023

**Gibson Area Hospital New MOB – Gibson City, IL** – Project consists of a 2-story, 36,000 SF new building which includes a therapy gym, x-ray suite, exam rooms, and offices. \$11 million. 2022

**YMCA – Bloomington – Normal, IL** – Project consists of a 2-story, 76,000 SF new building which includes a full-size gym, track, pools, fitness areas, therapy rooms, and offices. \$23 million. 2021

**Buehler Home Southeast Addition – Peoria, IL** – Project consists of a 4-story, 35,000 SF addition that includes apartments, dining, workout, therapy pool, and a parking garage. \$9 million. 2021

**Westminster Village Assisted Living – Bloomington, IL** – Project consists of a new 3-story, 80,000 SF assisted living facility. \$22 Million. 2019.

**St. John's Medial Office Building – Springfield, IL** – Project consists of a 4-story 96,000 SF new building across the street from the existing hospital and connected via a sky bridge over the street to allow the hospital to become its tenant. \$16 Million. 2017

**Buehler Home Florence Ave Apartments Addition – Peoria, IL** – Project consists of a four-story 30,000 SF addition consisting of a ground-level parking garage, ten apartments, and a penthouse restaurant with a rooftop patio. \$7 Million. 2017

## **Cost and Change Order Control Processes**

PJ Hoerr uses the following techniques, procedures, and processes to reduce costs on the project:

- Working directly with Subcontractors, PJ Hoerr will develop multiple cost estimates during the design process
- Develop value engineering alternatives that could reduce costs
- Develop enthusiasm for the project in the community with an effort to receive the maximum number of bids from quality subcontractors
- Conduct organized pre-bid meetings to fully explain the project to bidders. This will reduce the number of unknowns thereby increasing confidence in the project and lowering costs
- Hold detailed pre-award meetings with the apparent low bidder in each work category to ensure that scopes are covered, and everyone is on the same page
- Push the schedule of the project to completion as quickly as possible using LEAN Construction techniques. Time equals money and the quicker the project can be constructed, (while maintaining quality) the lower the final cost

### **Change Order Control**

The items listed above also greatly reduce change orders, but in addition, PJ Hoerr recommends the following processes to reduce change orders.

- The LEAN process vastly increases collaboration, increases project knowledge, and lowers the incidence of frivolous change order requests
- PJ Hoerr will review all change order requests for fairness, accuracy, and costs
- The best way to reduce change orders is to have a complete and thorough set of plans and to hold a detailed scope review process as described above in our "Pre-Award" process

### **Work Product Examples**

See attached for sample cost and change order work products showing the following:

- Cost Comparison (Budget/GMP/Bid) Breakdown
- Value Engineering / Cost Savings Spreadsheet
- Contingency Change Order Tracking Spreadsheet



# New Facility

## 50% SD Budget Phase 1 Summary Comparison

Date: June 27, 2023

Project Square Footage: 155,000

DIVISION	DESCRIPTION	Good Option			Better Option			Best Option		
		TOTAL COST	COST/SF	% OF JOB	TOTAL COST	COST/SF	% OF JOB	TOTAL COST	COST/SF	% OF JOB
1	General Requirements	\$ 3,772,395	\$ 22.86	5.92%	\$ 3,891,465	\$ 23.58	5.43%	\$ 3,998,365	\$ 24.23	4.81%
2	Existing Conditions (Demo / Abatement / Well)	\$ 30,000	\$ 0.18	0.05%	\$ 30,000	\$ 0.18	0.04%	\$ 30,000	\$ 0.18	0.04%
3	Concrete	\$ 4,186,250	\$ 25.37	6.37%	\$ 4,186,250	\$ 25.37	5.84%	\$ 4,186,250	\$ 25.37	5.04%
3	Precast	\$ 4,138,800	\$ 25.08	6.50%	\$ 1,022,850	\$ 6.20	1.43%	\$ 1,022,850	\$ 6.20	1.23%
4	Masonry	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
5	Structural & Misc. Steel	\$ 6,300,000	\$ 38.18	9.89%	\$ 7,038,000	\$ 42.65	9.82%	\$ 5,598,000	\$ 33.93	6.74%
6	Rough Carpentry	\$ 253,918	\$ 1.54	0.40%	\$ 339,118	\$ 2.06	0.47%	\$ 360,418	\$ 2.18	0.43%
6	Timber Framing	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
6	Finish Carpentry / Casework	\$ 130,628	\$ 0.79	0.21%	\$ 130,628	\$ 0.79	0.19%	\$ 130,628	\$ 0.79	0.16%
7	Membrane Roofing	\$ 4,207,500	\$ 25.50	6.61%	\$ 4,474,000	\$ 27.12	6.24%	\$ 4,474,000	\$ 27.12	5.38%
7	Green Roof	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
7	Roof Pavers	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
7	Roof Screening	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
7	Waterproofing	\$ 119,000	\$ 0.72	0.19%	\$ 119,000	\$ 0.72	0.17%	\$ 119,000	\$ 0.72	0.14%
7	Air Barrier	\$ 54,000	\$ 0.33	0.08%	\$ 462,000	\$ 2.80	0.64%	\$ 462,000	\$ 2.80	0.56%
7	Metal Panels	\$ 450,000	\$ 2.73	0.71%	\$ 3,284,850	\$ 19.91	4.58%	\$ 2,490,600	\$ 15.09	3.00%
7	Fireproofing	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
8	Doors, Frames, and Hardware	\$ 168,000	\$ 1.02	0.26%	\$ 168,000	\$ 1.02	0.23%	\$ 168,000	\$ 1.02	0.20%
8	Overhead Doors	\$ 80,000	\$ 0.48	0.13%	\$ 80,000	\$ 0.48	0.11%	\$ 80,000	\$ 0.48	0.10%
8	Glazing	\$ 799,400	\$ 4.84	1.26%	\$ 2,065,200	\$ 12.52	2.88%	\$ 3,936,000	\$ 23.85	4.74%
9	Drywall & Acoustical	\$ 1,352,600	\$ 8.20	2.12%	\$ 2,211,000	\$ 13.40	3.08%	\$ 2,211,000	\$ 13.40	2.66%
9	Painting	\$ 535,900	\$ 3.25	0.84%	\$ 448,350	\$ 2.72	0.63%	\$ 606,400	\$ 3.67	0.73%
9	Flooring / Polish Concrete / Epoxy / Tile	\$ 1,024,540	\$ 6.21	1.61%	\$ 1,064,540	\$ 6.45	1.49%	\$ 1,064,540	\$ 6.45	1.28%
10	Specialties	\$ 81,810	\$ 0.50	0.13%	\$ 81,810	\$ 0.50	0.11%	\$ 81,810	\$ 0.50	0.10%
11	Loading Dock Equipment	\$ 120,000	\$ 0.73	0.19%	\$ 120,000	\$ 0.73	0.17%	\$ 120,000	\$ 0.73	0.14%
12	Window Treatment	\$ 5,400	\$ 0.03	0.01%	\$ 55,000	\$ 0.33	0.08%	\$ 55,000	\$ 0.33	0.07%
13	Entry Canopy or Wood Sunscreen / Rainscreen	\$ 222,000	\$ 1.35	0.35%	\$ 222,000	\$ 1.35	0.31%	\$ 1,714,250	\$ 10.39	2.06%
13	Living Plant "Green" Wall System	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
13	Clean Room	\$ 200,000	\$ 1.21	0.31%	\$ 200,000	\$ 1.21	0.28%	\$ 200,000	\$ 1.21	0.24%
14	Elevators	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14	Cranes	\$ 60,000	\$ 0.36	0.09%	\$ 60,000	\$ 0.36	0.08%	\$ 60,000	\$ 0.36	0.07%
21	Fire Suppression	\$ 975,000	\$ 5.91	1.53%	\$ 975,000	\$ 5.91	1.36%	\$ 975,000	\$ 5.91	1.17%
22	Plumbing	\$ 2,927,000	\$ 17.74	4.60%	\$ 2,927,000	\$ 17.74	4.08%	\$ 3,177,000	\$ 19.25	3.82%
23	HVAC	\$ 4,785,000	\$ 29.00	7.51%	\$ 6,105,000	\$ 37.00	8.52%	\$ 7,420,000	\$ 44.97	8.93%
26	Electrical	\$ 8,085,000	\$ 49.00	12.69%	\$ 8,500,000	\$ 51.52	11.86%	\$ 9,655,000	\$ 58.52	11.62%
26	System	\$ -	\$ -	0.00%	\$ 950,000	\$ 5.76	1.33%	\$ 2,050,000	\$ 12.42	2.47%
31	Earthwork	\$ 2,100,400	\$ 12.73	3.30%	\$ 2,100,400	\$ 12.73	2.93%	\$ 2,100,400	\$ 12.73	2.53%
31	Soil Improvement	\$ 2,715,000	\$ 16.45	4.26%	\$ 2,715,000	\$ 16.45	3.79%	\$ 2,715,000	\$ 16.45	3.27%
32	Asphalt Paving	\$ 1,328,400	\$ 8.05	2.09%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
32	Site Concrete	\$ 1,159,050	\$ 7.02	1.82%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
32	Unit and Permeable Pavers	\$ 480,000	\$ 2.91	0.75%	\$ 3,283,060	\$ 19.90	4.58%	\$ 3,283,060	\$ 19.90	3.95%
32	Building Water Features / Reflection Pool	\$ -	\$ -	0.00%	\$ 480,000	\$ 2.91	0.67%	\$ 480,000	\$ 2.91	0.58%
32	Landscaping	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
32	Irrigation	\$ 1,164,250	\$ 7.06	1.83%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
32	Detention Ponds	\$ 50,000	\$ 0.30	0.08%	\$ 1,164,250	\$ 7.06	1.62%	\$ 1,164,250	\$ 7.06	1.40%
32	Miscellaneous Site Improvements	\$ 100,000	\$ 0.61	0.16%	\$ 50,000	\$ 0.30	0.07%	\$ 50,000	\$ 0.30	0.06%
32	Bridges - Pedestrian and Vehicular	\$ 78,000	\$ 0.47	0.12%	\$ 100,000	\$ 0.61	0.14%	\$ 100,000	\$ 0.61	0.12%
32	Stream Bank Restoration	\$ -	\$ -	0.00%	\$ 78,000	\$ 0.47	0.11%	\$ 78,000	\$ 0.47	0.09%
32	Storm Sewer	\$ 160,500	\$ 0.97	0.25%	\$ -	\$ -	0.00%	\$ 480,000	\$ 2.91	0.58%
33	Central Plant Utility Connections	\$ 1,671,125	\$ 10.13	2.62%	\$ 160,500	\$ 0.97	0.22%	\$ 160,500	\$ 0.97	0.19%
33	Sanitary Sewer	\$ -	\$ -	0.00%	\$ 1,671,125	\$ 10.13	2.61%	\$ 1,771,125	\$ 10.73	2.13%
33	Sanitary Sewer	\$ 298,000	\$ 1.81	0.47%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
33	Water and Fire Service	\$ 542,000	\$ 3.28	0.85%	\$ 298,000	\$ 1.81	0.42%	\$ 298,000	\$ 1.81	0.36%
33	Site Gas (Misc. - Not Service)	\$ 58,125	\$ 0.35	0.09%	\$ 542,000	\$ 3.28	0.76%	\$ 542,000	\$ 3.28	0.65%
33	Design Fees	\$ -	\$ -	0.00%	\$ 58,125	\$ 0.35	0.08%	\$ 58,125	\$ 0.35	0.07%
	Subtotal (Before Contingency and Fee)	\$ 56,968,000.20	\$ 345.27	89.45%	\$ 64,111,520.20	\$ 388.55	89.45%	\$ 74,341,570.20	\$ 450.55	89.45%
	Contingency	\$ 7.50%	\$ 4,272,668	\$ 25.89	\$ 4,808,364	\$ 29.14	6.71%	\$ 5,575,618	\$ 33.79	6.71%
	PJ Hoerr Fees	\$ -	\$ 2,449,663	\$ 14.85	\$ 2,756,795	\$ 16.71	3.85%	\$ 3,196,688	\$ 19.37	3.85%
	<b>PROJECT TOTAL</b>	<b>\$ 65,691,230</b>	<b>\$ 386.01</b>	<b>100.00%</b>	<b>\$ 71,676,680</b>	<b>\$ 434.40</b>	<b>100.00%</b>	<b>\$ 83,113,875</b>	<b>\$ 503.72</b>	<b>100.00%</b>

# SAMPLE VALUE ENGINEERING / COST SAVINGS SUMMARY

August 16, 2019

VE / Cost Saving Options - Final

Item	Description	Proposed Change	Accepted Amount
General Items			
G1	Delete entire folding panel partition system <b>(not approved based on approval of G3)</b>	\$ (25,384.00)	\$ -
G2	Delete folding panel partition only (structural and soffit remain in contract for future installation) <b>(not approved based on approval of G3)</b>	\$ (15,388.00)	\$ -
G3	Delete folding panel partition system alternate. Add new metal stud wall with double door between Break and Conference. <b>(approved)</b>	\$ (18,000.00)	\$ (20,159.00)
G4	Revise type of Acoustical Ceiling Tile to lesser sound rating. Finish to be similar, insulated walls to deck remain. <b>(approved)</b>	\$ (4,744.00)	\$ (4,744.00)
G5	Change to Level 4 finish in lieu of Level 5 except hallway, entry <b>(approved)</b>	\$ (3,000.00)	\$ (3,000.00)
Plumbing			
P1	Revise SK-1 to a 22 gauge stainless sink in lieu of 18 ga <b>(approved)</b>	\$ (3,200.00)	\$ (3,200.00)
P2	Eliminate mixing valves at stainless sinks <b>(approved)</b>	\$ (1,000.00)	\$ (1,000.00)
P3	Eliminate hot water circulating line. Connect ends of hot water loop to maintain circulation around the facility at all times. <b>(approved)</b>	\$ (7,000.00)	\$ (7,000.00)
HVAC			
H1	Delete control system connection to hospital BAS <b>(not approved based on approval of H6)</b>	\$ (7,020.00)	\$ -
H2	Delete hail guards on 7 RTUs <b>(not approved)</b>	\$ (1,666.00)	\$ -
H3	Delete 5 year factory labor warranty on 7 RTUs <b>(approved)</b>	\$ (3,500.00)	\$ (3,500.00)
H4	Delete interlock of 4 exhaust fans to RTUs. Install line voltage time clocks above ceiling below each fan <b>(approved)</b>	\$ (1,071.00)	\$ (1,071.00)
H5	Delete the Trane roof top HVAC unit, wireless thermostats, and wireless BACnet interface. Replace with either Carrier or York roof top HVAC units. Install standard electromechanical thermostats. <b>(not approved based on approval of H6)</b>	\$ (50,115.00)	\$ -
H6	Delete the Trane roof top HVAC unit and wireless thermostats. Replace with either Carrier or York roof top HVAC units. Install Schneider communicating, BACnet thermostats, one each for the 7 roof top HVAC units. Connect these thermostats to the hospitals existing FMCS. Viewable points will be unit status, space temperature, and duct smoke detector alarm status. <b>(approved)</b>	\$ (30,186.00)	\$ (30,186.00)



Electrical			
E1	Relocate utility transformer closer to building in landscaped area <b>(approved)</b>	\$ (11,474.00)	\$ (11,474.00)
E2	Delete conduit(s) between MOB and Hospital <b>(approved)</b>	\$ (35,797.00)	\$ (35,797.00)
E3	Delete fiber optic line between MOB and Hospital <b>(approved)</b>	\$ (5,200.00)	\$ (5,200.00)
E4	Delete fire alarm network connection to Hospital (PMH will need to contract with 3rd party monitoring service) <b>(approved)</b>	\$ (4,061.00)	\$ (4,061.00)
E5	Delete fire alarm additional point capacity for future growth <b>(approved)</b>	\$ (1,882.00)	\$ (1,882.00)
E6	Delete requirement for spare parts and additional materials called for in specifications <b>(approved)</b>	\$ (3,693.00)	\$ (3,693.00)
E7	Delete video security system in its entirety <b>(not approved)</b>	\$ (13,385.00)	\$ -
E8	Delete access control system in its entirety <b>(approved)</b>	\$ (32,829.00)	\$ (32,829.00)
E9	Delete all 10 card access openings in their entirety. 4 openings to include Trilogy type push button lock, the other 6 openings will be standard keyed locks. <b>(approved)</b>	\$ (4,000.00)	\$ (4,945.00)
<b>Total Accepted Credit to Project</b>			<b>\$ (173,741.00)</b>

Potential Additional Items			
	Add (3) 1-1/4" innerduct bundle in 4" conduit between MOB and Hospital <b>(not approved)</b>	\$ 4,900.00	\$ -
	Add 4" conduit between telephone pole and MOB for phone line, this is required if conduit between MOB and hospital is removed. <b>(approved)</b>	\$ 6,383.00	\$ 6,383.00
	Add copper connection between MOB and Hospital. Pulled in new innerduct. (assume 10 pair) <b>(not approved)</b>	\$ 5,000.00	\$ -

Additional Items Discovered to Date			
	Concrete discovered in street at water line connection <b>(approved)</b>	\$ 2,500.00	\$ 2,980.00
	Foundation discovered at canopy excavation <b>(approved)</b>	\$ 1,500.00	\$ 1,376.00
	Finish changes (No cost change) <b>(approved)</b>	\$ -	\$ -

Total Change to Bid Amount based on VE and Additional Items	\$ (163,002.00)
Fee Savings (5% of total)	\$ (8,150.10)
Total Saving including Fee	\$ (171,152.10)
Contingency Savings (2% of total)	\$ (3,423.04)
Total Savings to Project (Including Fee and Contingency)	\$ (174,575.14)

<b>VE / Cost Saving Overall Summary</b>	
<b>Original Bid Amount</b>	<b>\$ 4,691,465.00</b>
<b>Total Savings to Project (Including Fee and Contingency)</b>	<b>\$ (174,575.14)</b>
<b>Updated GMP Amount</b>	<b>\$ 4,516,889.86</b>



**Peoria Office:** 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567  
Mailing Address: P.O. Box 3333, Peoria, IL 61612-3333 • Fax: 309.688.9556

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**Bloomington/Normal Office:** 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

**RE:** Mindy L. Darcy, CPA  
Tazewell County Finance Director /  
Assistant County Administrator  
11 South Fourth Street, Suite #120  
Pekin, IL 61554

## WARRANTY

In accordance with our Construction Documents, we herewith guarantee all work on the above captioned project against defective material, equipment, or workmanship for a period of one (1) year beginning January 1<sup>st</sup>, 2025.

Should any defects develop in the materials or workmanship within the specified period, upon notice from the Owner, the Contractor agrees within five (5) days after receiving written notice and without expense to the Owner, to repair, replace, and in general to perform all necessary corrective work with regard to the defective or nonconforming work or materials to the satisfaction of the Owner. The foregoing shall not in any manner limit the Owner's remedy to the Contractor's liability to those defects appearing within the guaranteed period. The Contractor agrees to perform the work in a manner and at a time as to minimize any damage sustained by the Owner and so as to not interfere with or in any way disrupt the operations of the Owner.

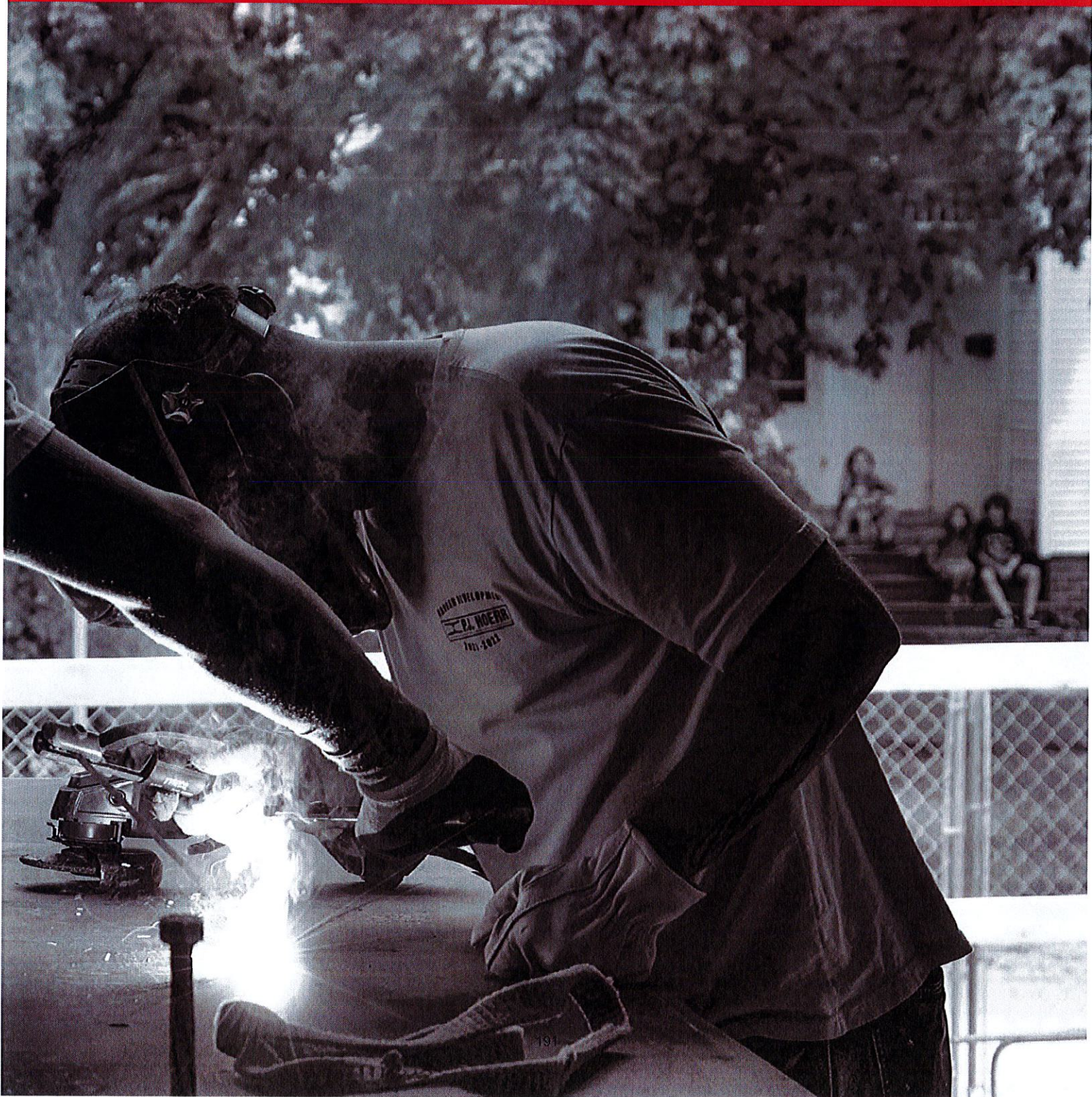
Any defect or damage due to improper use or neglect on the part of the Owner shall be at the Owner's expense.

Sincerely,  
***P.J. Hoerr, Inc.***

***Matthew Brown***  
Senior Project Manager



## Tab 7 - Pricing and Required Documents





# WOOD FRAMED BUILDING OPTION

## BID FORM

Execution of this form certifies understanding and compliance with the total bid package and any addenda.

**A. Fixed Fee for Complete Design-Build of the Animal Control Facility:**

Three million four hundred seventy one thousand three hundred and seven dollars

(\$ 3,471,307.00 )

**B. Proposal Submitted By:**

Company Name: PJ HOERR INC

Authorized Agent Name & Title:

JOHN SUTHERLAND : EXECUTIVE VICE PRESIDENT

Contact Person: JOHN SUTHERLAND

City, State Zip Code: 107 N COMMERCE PLACE PEORIA IL 61604

Daytime Telephone: 309 678 9567

Email: john@pjhoerr.com

Addenda Received: 

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>        </u>
2/13	2/26	2/26	3/02	3/10	



Signature of Authorized Agent

3/14/25

Date



# PRE-ENGINEERED METAL BUILDING OPTION

## BID FORM

Execution of this form certifies understanding and compliance with the total bid package and any addenda.

### A. Fixed Fee for Complete Design-Build of the Animal Control Facility:

Three million four hundred and eighty nine thousand and twenty three dollars

(\$ 3,489,023 )

### B. Proposal Submitted By:

Company Name: PJ HOERR INC

Authorized Agent Name & Title:

JOHN SUTHERLAND : EXECUTIVE VICE PRESIDENT

Contact Person: JOHN SUTHERLAND

City, State Zip Code: 107 N COMMERCE PLACE PEORIA IL 61604

Daytime Telephone: 309 678 9567

Email: john@pjhoerr.com

Addenda Received: 

1	2	3	4	5	
2/13	2/26	2/26	3/02	3/10	



Signature of Authorized Agent

3/14/25

Date

**Tazewell County**  
**Project #2025-P-02**  
**Design-Build of New Animal Control Building in Tremont, IL**  
**SUBCONTRACTOR LISTING**

**Vendor/Contractor:**

PJ Hoerr Inc.

Subcontractor name & address:	The PIPCO Companies 1409 W. Altorfer Dr. Peoria, IL 61615
Scope of work to be completed by subcontractor:	FIRE SUPPRESSION / PROTECTION

Subcontractor name & address:	Illini Plumbing, INC 8703-C N. University St. Peoria, IL 61615
Scope of work to be completed by subcontractor:	PLUMBING

Subcontractor name & address:	Montefusco HVAC 2200 W. Altorfer Dr. Peoria, IL 61615
Scope of work to be completed by subcontractor:	HEATING, VENTILATION & AIR CONDITIONING

Subcontractor name & address:	Laser Electric 3611 SW Adams St. Peoria, IL 61605
Scope of work to be completed by subcontractor:	ELECTRICAL



We the undersigned agree to furnish the listed equipment according to the County's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

PJ Hoerr Inc.  
Company Name

Peoria  
County

107 N Commerce Place  
Address

Peoria  
City

Illinois  
State

61604  
Zip

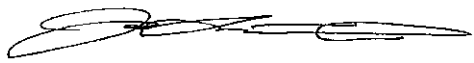
309.688.9567  
Phone

309.688.9556  
Fax

john@pjhoerr.com  
E-mail

Cash Discount % if any

John Sutherland  
Agents Name (print)

  
Signature

3.12.25  
Date



Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567 • Fax: 309.688.9556

Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

3.14.25

Mindy Darcy  
Assistant County Administrator / Finance Director  
Tazewell County  
11 South Fourth Street Suite 120  
Pekin Illinois 61554

Re: Conceptual Budget - Wood Framed  
Tazewell Co. Animal Control Building

Attn: Mindy & Committee Review Members.

Per your request, below is our Design Build Budget for the above mentioned project. This budget is based on the conceptual RFP package "Design-Build of New Animal Control Building in Tremont, Illinois Project # 2025-P-02" and the 4 issued Addendums. Our scope of work and budgetary cost is listed below.

<b>OPTION 1 : TOTAL - WOOD FRAMED STRUCTURE</b>	<b>\$</b>	<b>3,471,307</b>
<b>OPTION 2: TOTAL - PRE-ENGINEERED METAL BUILDING</b>	<b>\$</b>	<b>3,489,023</b>

#### Demolition

- 1 No work included.

#### Concrete

- 1 Furnish and install Cast in Place building foundations.
- 2 Furnish and install a 6" Reinforced Slab on Grade for the building.
- 3 **For the PEMB Option we will utilize Cast in Place Footings and Piers with a Masonry Foundation Wall.**

#### Masonry

- 1 Furnish and install 8" Fully Grouted and Reinforced CMU & The Breakroom / Storm Shelter.
- 2 Furnish and install 6" CMU walls in the "Back of house" or Animal areas.

#### Steel

- 1 No work included.

#### Carpentry

- 1 Furnish and install in-wall blocking for misc. wall hung items.
- 2 Furnish and install Truss Package, Wood Panelized wall Systems and all associated framing package.
- 3 Furnish and install code required Sheeting, Fire Lid and Attic Draft Stops.
- 4 Casework / Countertops / Lower Cabinets & Upper Cabinets
  - a. Solid Surface Transaction top at Reception
  - b. Solid Surface Countertop, Base Cabinets and Upper Cabinets at Breakroom
  - c. Solid Surface Countertop and Base Cabinet at Laundry / Janitorial Storage
  - d. Solid Surface Countertop, Base Cabinets and Upper Cabinets at Vet Room

#### Thermal & Moisture Protection

- 1 Furnish and install Shingled Roofing, Gutters, Downspouts, Soffit and Fascia.
- 2 Furnish and install Metal siding.





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#### Openings

- 1 Commercial grade Hollow Metal Frames and Hollow Metal Doors with a 1/2 lite in the Kennel & Back of House
- 2 Commercial grade Hollow Metal Frames and Solid Wood Core doors in the Office / Lobby area.
- 3 2ea Double door storefront entrances at the vestibule.

#### Finishes

- 1 Furnish and install LVT flooring in Office, Lobby, Restrooms and Breakroom areas.
- 2 Furnish and install a hardener and densifier on the concrete floor in all other areas.
- 3 Walls in the Office, Lobby and Restrooms will be standard framing with drywall and epoxy paint.
- 4 All masonry walls will be epoxy painted.
- 5 Ceilings will be Acoustical Ceiling Tile Throughout.
- 6 Ceilings in the Animal areas and Vet Room will be Cleanable Ceiling Tile.
- 7 **For the PEMB option we will utilize exposed ceilings in the Animal areas.**

#### Specialties

- 1 Furnish and install 3ea grab bars, 1ea toilet paper dispenser and mirror in each restroom.
- 2 Furnish and install 1ea paper towel dispenser and 1ea soap dispenser at each sink location.
- 3 Furnish and install 2ea fire extinguishers and cabinets.
- 4 Furnish and install corner guards on all outside gyps / stud framing corners.
- 5 Furnish and install Chain-link fencing and gates at covered area.

#### Equipment

- 1 This proposal includes a \$250,000 allowance for purchase and installation of kennels.
- 2 Items Provided by owner @ Installed by contractor.
  - a. Pressure Washer
- 3 Items Provided and Installed by Owner.
  - a. Office Furniture, Filing Cabinets, Computer and Printers
  - b. Medical Equipment
  - c. Grooming Tub & Table (Plumbing connections are included in the GC cost of work)
  - d. Washers and Dryers (Plumbing and Electrical connections are included in the GC cost of work)
  - e. Refrigerators, Freezers and Microwaves
  - f. Safe's, Storage, and Shelving

#### Furnishings

- 1 No work included.

#### Special Construction

- 1 Wood Framed Option - No Work Included
- 2 **PEMB Option - Furnish and install a pre-engineered metal building designed to IBC 2018 with a steel frame, standing seam roof, metal wall panels and insulation package.**

#### Conveying Equipment

- 1 No work included

#### Fire Suppression

- 1 Furnish and install a complete wet sprinkler (or combination wet / dry for the wood building option) sprinkler system per NFPA 13. Including inspections, testing, required draining, hangers, design and calculations.
- 2 Exposed areas will utilize brass uprights.
- 3 Areas with ceilings shall use recessed sprinklers on flexible connections.



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- 4 Backflow preventer (Installed Tested and Certified)
- 5 Fire Department Connection.

#### Plumbing

- 1 All waste and vent piping in PVC.
- 2 All water piping in copper.
- 3 All gas piping Sch. 40 Black Steel above ground & Flex piping underground.
  - a. Gas piping to 3ea HVAC Units
  - b. Gas piping to 1ea Generator
  - c. Gas piping to 1ea Owner Provided Pressure Washer
  - d. Gas piping to 3ea Owner Provided Dryers.
- 4 All plumbing piping insulation.
- 5 New plumbing fixtures.
  - a. 3ea ADA Tank Type Toilers
  - b. 5ea ADA Wall Hung Lavatories
  - c. 12ea Floor Drains
  - d. 1ea Floor Sink
  - e. 3ea Washer Boxes
  - f. 1ea Icemaker
  - g. 3ea Mob Sinks
  - h. 1ea Laundry Sink
  - i. 8ea Drop in Stainless Steel Sinks
  - j. 3ea Exterior Hose Bibbs
  - k. 3ea Interior Hose Bibbs
  - l. 2ea Instantaneous Water Heaters
  - m. 7ea Trench Drains
  - n. 1ea 1-1/2" Softener Unit

#### HVAC

- 1 Provide and install 3ea ground mounted gas/electric package rooftop units and curbs. Rooftop units serving areas
- 2 Provide and install 1ea ERV unit to provide fresh air and air turnover.
- 3 Provide and install exhaust fans, louvers, and motorized dampers for animal areas.
- 4 Provide and install restroom exhaust fans.
- 5 Provide and install all return, supply, outside air, and exhaust ductwork.
- 6 Provide and install takeoffs, pipe and flex ducting with insulation.
- 7 Provide and install all grilles, registers and diffusers.
- 8 Provide and install water heater and other flue piping.
- 9 Provide and install stand alone controls, humidity sensors and CO2 sensors.

#### Electrical

- 1 Furnish and install 208/120V, 3 Phase 400A Distribution to serve the new facility.
- 2 Furnish and install a 100KW, 208/120V, 3 Phase Diesel Powered Stand by generator and associated transfer switch. (Generator sized to backup the entire building load)
- 3 **Furnish and install site lighting per owners requirements.**
- 4 Furnish and install local means of disconnect, required branch circuitry and final connection to all HVAC and Plumbing equipment.
- 5 Furnish and install lighting fixtures, lighting controls and associated branch circuitry.
- 6 Furnish and install general purpose wiring, devices and associated branch circuitry.
- 7 Furnish and install electrical rough-ins for low voltage systems.
  - a. Fire Alarm
  - b. Telephone
  - c. HVAC Thermostats (Controls Devices and Installation by HVAC Contractor)
  - d. Security
  - e. Access Control
  - f. Data





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- 9 All network / IT / Security connections are Rough-In only. Devices and connections are by owner.

#### Sitework

- 1 Site striping and clearing of organic materials.
- 2 Mass earthwork to establish rough grade, building pad elevation, parking area and ring road.
- 3 Site utilities including gas, water, fire line, storm and sanitary sewer based on the provided existing utilities
- 4 This budget includes allowances for a new small parking area and ring road.
- 5 Seeding and final grading are included. Watering and establishing maintenance is assumed to be by owner.
- 3 Chain link enclosure with standard gate around the perimeter of the back "Covered Area"

#### Exclusions & Clarifications

- No Overtime / Shiftwork / Premium Time / Holidays is included. All work shall be first shift, Monday - Friday.
- No sales tax is included.
- No winter conditions are included.
- No Building Permits / Inspection Fees are included.
- This budget includes a Payment & Performance Bond.
- No bid bond or builder's risk insurance is included. (Can be provided upon request)
- This budget includes our standard General Liability Insurance. (A Sample Copy can be provided upon request)
- No Removal, testing, inspections or disposal of any hazardous materials is included.
- Ameren Electrical Service to Site by Owner. We will come from the transformer set by Ameren into the new
- Utility service / tap fees by Owner.
- No material testing fees are included. Assumes 3rd party testing will be contracted by owner.
- No LEED certifications, requirements or costs are included.
- No landscape beds, plantings or irrigation costs are included.
- This budget assumes that the Storm Shelter does not require FEMA rated door or hardware.
- Assumes free use of power, water and gas provided by the owner.
- Assumes the owner will provide adequate space for construction material storage, equipment & parking.
- Assumes all soils are suitable. (No undercutting, soil stabilization or soil amendments are included)
- Assumes no existing utilities will need to be reworked, relocated or upsized in order to accommodate the new
- Assumes data and communications work is rough-in only, devices, final terminations and testing are by owner.
- Due to normal construction operations, damage or excessive wear may occur to existing adjacent roadways. No cost has been included to repair this damage or replace the pavement.
- This pricing is subject to market driven price increases.
- This budget assumes that any allowances or contingencies to cover unforeseen cost, design changes, or material price increases will be held by owner.
- All agreements are contingent upon strikes, accidents or delays beyond our control.

If you have any questions about the above information do not hesitate to contact our office.

Sincerely,

John Sutherland  
Executive Vice President

P. J. Hoerr, Inc.



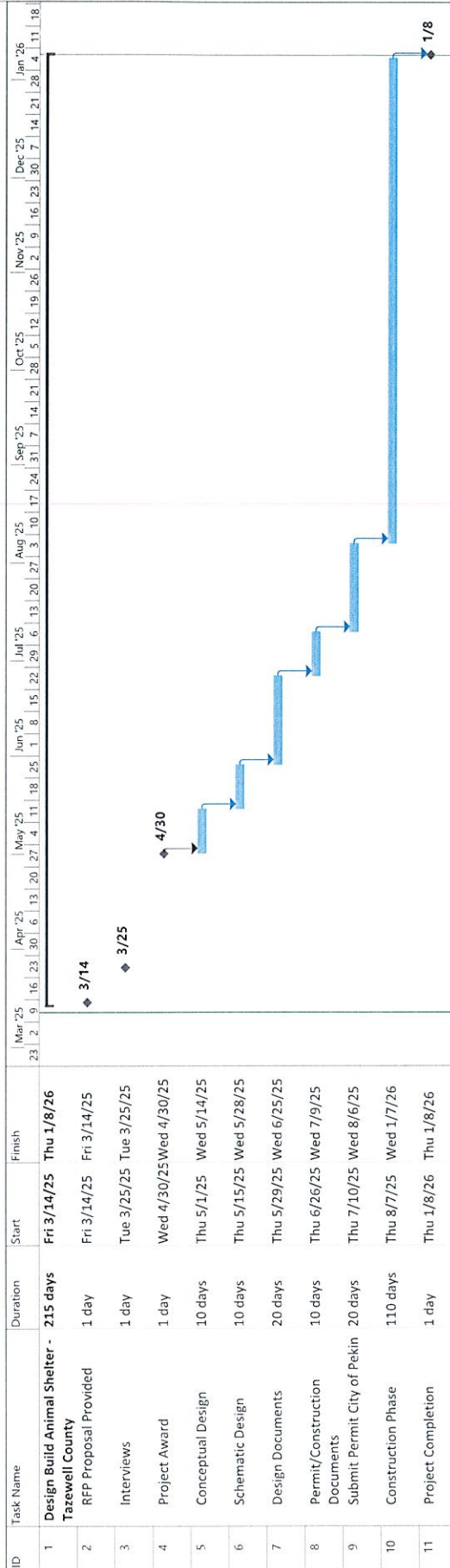
## Tazewell Co. Animal Control Building

Cost Breakdown	Conceptual Budget - Wood Framed				Conceptual Budget - PreEngineered Metal Building			
	Date: 3.14.25				Date: 3.14.25			
	Square Footage: 9,300				Square Footage: 9,300			

DIVISION	DESCRIPTION	TOTAL COST	COST/SF	% OF JOB	TOTAL COST	COST/SF	% OF JOB
1	General Requirements	\$ 213,183.33	\$ 22.92	6.14%	\$ 213,183.33	\$ 22.92	6.11%
2	Demolition / Existing Conditions	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
3	Concrete	\$ 186,185.00	\$ 20.02	5.36%	\$ 224,746.25	\$ 24.17	6.44%
4	Masonry	\$ 83,100.00	\$ 8.94	2.39%	\$ 148,200.00	\$ 15.94	4.25%
5	Structural & Misc. Steel	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
6	Rough and Finish Carpentry	\$ 173,710.00	\$ 18.68	5.00%	\$ 28,910.00	\$ 3.11	0.83%
7	Envelope (Roofing, Siding, Insulation)	\$ 148,460.00	\$ 15.96	4.28%	\$ -	\$ -	0.00%
8	Openings (Doors & Glazing)	\$ 140,430.00	\$ 15.10	4.05%	\$ 134,130.00	\$ 14.42	3.84%
9	Finishes (Drywall, Ceilings, Flooring, Paint)	\$ 248,436.00	\$ 26.71	7.16%	\$ 192,551.00	\$ 20.70	5.52%
10	Specialties	\$ 8,710.00	\$ 0.94	0.25%	\$ 8,710.00	\$ 0.94	0.25%
11	Equipment	\$ 250,000.00	\$ 26.88	7.20%	\$ 250,000.00	\$ 26.88	7.17%
12	Furnishings	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
13	Special Construction / Metal Building	\$ -	\$ -	0.00%	\$ 328,690.70	\$ 35.34	9.42%
14	Elevator	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21	Fire Suppression	\$ 125,000.00	\$ 13.44	3.60%	\$ 80,000.00	\$ 8.60	2.29%
22	Plumbing	\$ 292,000.00	\$ 31.40	8.41%	\$ 292,000.00	\$ 31.40	8.37%
23	HVAC	\$ 303,000.01	\$ 32.58	8.73%	\$ 303,000.00	\$ 32.58	8.68%
26	Electrical / Communications / Security	\$ 448,650.00	\$ 48.24	12.92%	\$ 448,650.00	\$ 48.24	12.86%
31	Sitework & Earthwork	\$ 142,500.00	\$ 15.32	4.11%	\$ 142,500.00	\$ 15.32	4.08%
32	Paving & Exterior Improvements	\$ 155,392.29	\$ 16.71	4.48%	\$ 155,392.29	\$ 16.71	4.45%
33	Utilities	\$ 180,375.00	\$ 19.40	5.20%	\$ 180,375.00	\$ 19.40	5.17%
	Design Fees	\$ 213,500.00	\$ 22.96	6.15%	\$ 198,500.00	\$ 21.34	5.69%
	Premium Time Allowance	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	Subtotal (Before Contingency and Fee)	\$ 3,312,631.63	\$ 356.20	95.43%	\$ 3,329,538.57	\$ 358.01	95.43%
	Contingency	0.00% \$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	PJ Hoerr Fees	4.70% \$ 155,693.69	\$ 16.74	4.49%	\$ 156,488.31	\$ 16.83	4.49%
	Software Costs	0.09% \$ 2,981.37	\$ 0.32	0.09%	\$ 2,996.58	\$ 0.32	0.09%
<b>PROJECT TOTAL</b>		<b>\$ 3,471,307</b>	<b>\$ 373.26</b>	<b>100.00%</b>	<b>\$ 3,489,023</b>	<b>\$ 375.16</b>	<b>100.00%</b>

ALTERNATES		QNTY / UNIT	ADD VS DEDUCT		COST
ALT	Epoxy Flooring	6450 SF	Add	\$	13,000.00
ALT	Relocate Portable Building	1 EA	Add	\$	6,500.00
ALT	Counter & Cabinetry Shown on Floor Plan Sketches	41 LF	Add	\$	32,000.00
ALT	Solid Surface Countertops in Lieu of Plastic Laminate	1 LS	Add	\$	7,800.00
ALT	FRP Walls in Lieu of Masonry	1 LS	Add	\$	17,000.00
ALT	Operated Gate on Fenced in Covered Area	1 EA 16"W x 10"H	Add	\$	12,100.00
ALT	Chainlink Dog Kennels Along Building.	1 LS	Add	\$	\$45,000.00
ALT	Builders Risk Insurance	1 LS WOOD	Add	\$	7,875.00
ALT	Builders Risk Insurance	1 LS PEMB	Add	\$	2,625.00
ALT	BAS HVAC Controls	1 LS	Add	\$	43,000
ALT	Heating & Cooling Makeup Air Unit	1 LS	Add	\$	18,000





Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: Animal Shelter Milestone Schedule

Date: Wed 3/12/25

Page 1

**NON-COLLUSION AND CERTIFICATION OF ELIGIBILITY  
AFFIDAVIT OF PRIME BIDDER**

State of Illinois                     )  
County of Tazewell County         )         SS

Scott Rinkenberger, being first duly sworn, deposes and says that:

- (1) He/she is Chief Executive Officer of P. J. Hoerr, Inc.  
The Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Tazewell of any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) That the Prime Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid Rotating).

Signed

*Scott A. Dier*  
Chief Executive Officer

(Title)

Subscribed and sworn before me on  
This 12 day of March, 2025.

*Leslie Biswell* (SEAL.)  
Notary Public





We hereby submit our proposal for **Design-Build of New Animal Control Building in Tremont, Illinois, Project #2025-P-02.**

P. J. HOERR, INC., herein called "bidder,"  
Company Name

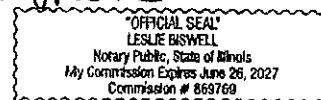
acknowledges receipt of the following documents, which are incorporated herein by reference and together with this proposal, are herein called "contract documents."

- A. Request for Proposals
- B. Legal Notice
- C. General Instructions to Bidders
- D. Scope of Work
- E. Exhibits A through E
- F. Bid Form
- G. Subcontractor Listing
- H. Non-Collusion and Certification of Eligibility Affidavit

S. A. D. Ring CEO  
Signature & Title

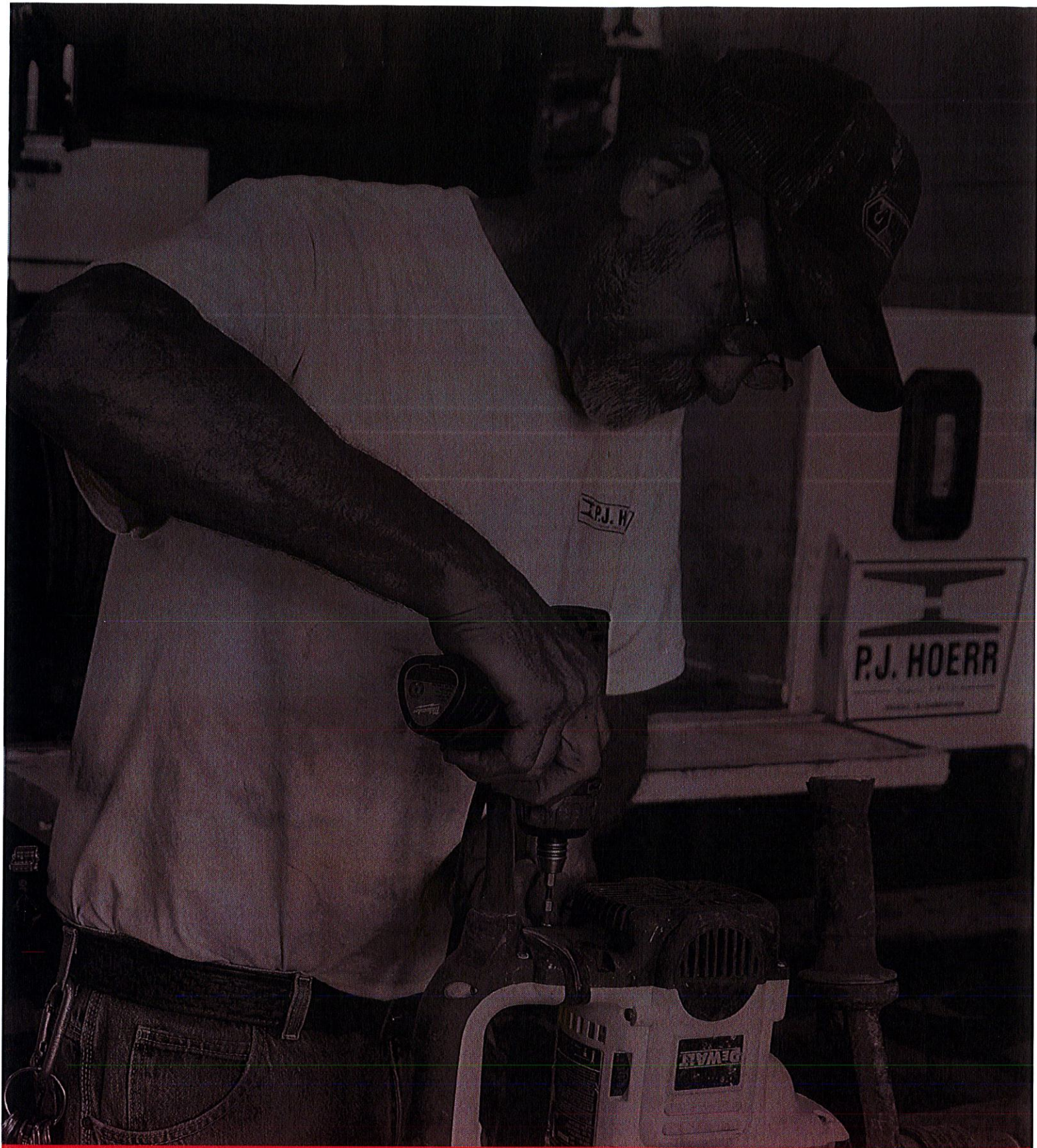
3/12/25  
Date

Leslie Biswell



TC Project - 2025-P-02  
Design-Build of new Animal Control Building





107 N COMMERCE PL.  
PEORIA, IL 61604



PJHOERR.COM  
309.688.9567



Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

**RESOLUTION**

WHEREAS, Tazewell County's Fiscal Management Policies state that:

*The County Board will establish and maintain user fees for services and programs which benefit a specific user more than the general public. The amounts of such fees are determined by statute or by a cost study. At a minimum, cost studies should be completed at once every four years. Fees shall be reviewed annually with recommended changes presented to the appropriate standing committee and the Finance Committee. Where practicable, fees for licenses, permits, fines and other charges shall be set at rates to recover the County's expenses in providing the related program or service.*

WHEREAS, 55 ILCS 5/4-5001 provides that the statutory County Sheriff fees may be increased by the County Board if "the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the costs of providing the services"; and

WHEREAS, the last increase in some of the Sheriff's Office fees occurred prior to 2013; and

WHEREAS, the County Board approved an agreement with Bellwether, LLC to conduct a cost study of the Sheriff's fees at the October 30, 2024 meeting with resolution F-24-33; and

WHEREAS, 55 ILCS 5/4-5001 requires a statement of the costs of providing each service, program, and activity be prepared and be part of the public record; and

WHEREAS, 730 ILCS 125/17 provides that the Sheriff may seek reimbursement for medical treatment costs; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether, LLC has been prepared; and

WHEREAS, Attachment A lists the updated fees based on the cost study.

THEREFORE BE IT RESOLVED that the County Board approve the updated fees provided in Attachment A effective June 1, 2025.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance, and the Sheriff of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk  
\_\_\_\_\_  
Tazewell County Board Chairman



## ATTACHEMENT A - SHERIFF'S OFFICE FEES

FEE DESCRIPTION	CURRENT FEE	TOTAL COSTS	NEW FEE
Serving Fees (general category, up to three attempts)	\$ 19.50	\$ 61.53	\$ 60.00
Each additional person served	\$ 19.50	\$ 14.70	\$ 14.00
For returning each process, in each county	-	\$ 15.82	\$ 15.00
Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness,	\$0.50 x miles	\$0.50 x miles	\$0.50 x miles
For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel	\$ 19.50	\$ 170.70	\$ 170.00
For attending before a court with a prisoner in any criminal proceeding, in each county, per day.	\$ -	\$ 63.04	\$ 60.00
Fingerprinting (requests from outside of the department)	\$ 25.00	\$ 39.38	\$ 35.00
Eviction Stand By	\$ 19.50	\$ 116.58	\$ 115.00
Over Night Fees	\$ 48.00	\$ 63.04	\$ 60.00
Corrections fee for attending sick call on premises	\$ 10.00	\$ 21.01	\$ 20.00
Corrections fee for transport to medical / dental off premises	\$ 25.00	\$ 42.02	\$ 40.00

**3 ATTEMPTS OF SERVICE FOR 1 PERSON**  
**ADDITIONAL PERSON AT SAME ADDRESS IS ADDITIONAL \$14.00**  
**AFFIDAVIT OF SERVICE \$15.00**

<u>CITY</u>	<u>CHARGE (\$60)</u>	<u>MILES (\$0.50)</u>	<u>W/AFFIDAVIT (\$15)</u>
ARMINGTON	\$93.00	66	\$108.00
CREVE COEUR	\$68.00	16	\$ 83.00
DEER CREEK	\$85.00	50	\$100.00
DELAVAN	\$80.00	40	\$ 95.00
EAST PEORIA	\$70.00	20	\$ 85.00
GREEN VALLEY	\$72.00	24	\$ 87.00
GROVELAND	\$67.00	14	\$ 82.00
HOPEDALE	\$83.00	46	\$ 98.00
MACKINAW	\$85.00	50	\$100.00
MANITO	\$78.00	36	\$ 93.00
MARQUETTE HEIGHTS	\$66.00	12	\$ 81.00
MINIER	\$87.00	54	\$102.00
MORTON	\$74.00	28	\$ 89.00
NORTH PEKIN	\$65.00	10	\$ 80.00
PEKIN	\$61.00	2	\$ 76.00
SOUTH PEKIN	\$65.00	10	\$ 80.00
TREMONT	\$70.00	20	\$ 85.00
WASHINGTON	\$85.00	50	\$100.00



### SERVICE FEES

The following counties have responded with the following information concerning their service fees. Kendall Co. is the closest in population to Tazewell Co. (approx. 131,000)

DeWitt	\$60 plus \$.50 mileage	
Iroquois	\$41 plus \$.50 mileage	
Kankakee	\$55-\$105 (based on mileage) \$15 additional for more than 1 person at same address	<i>Last cost study 5/17</i>
Kendall	<b>\$82-\$87 (based on mileage)</b> <b>\$70 additional person served at same address</b> <b><i>Requires self-addressed stamped envelope and copies to be provided</i></b> <b>\$65 counter service</b>	<i>Last cost study 12/20</i>
Lake	\$59-\$158 (based on mileage) <i>Only 1 attempt for 1 person</i> \$15 additional person served at same address	<i>Last cost study 12/17</i>
Livingston	\$55 plus \$1 mileage	
Logan	\$42 plus \$1 mileage	
McLean	\$50 plus \$0.50 mileage \$14 return of service	
Macon	\$35 plus \$1 mileage	
Randolph	\$53 plus \$1 mileage	
Richland	\$32 plus \$1 mileage	
Rock Island	\$45-\$68 (based on mileage)	<i>Last cost study 2/10</i>
St. Clair	\$42	
Wabash	\$38 plus \$1 mileage	

We are asking to raise our \$19.50 plus \$0.50 mileage to **\$60 plus \$0.50 per mile** for up to **3 attempts** of service of 1 person at 1 location. An **additional person** to be served at the same location is an additional **\$14 plus \$0.50 per mile**. Affidavit of service will be an additional **\$15**. If service is not successful within 3 attempts, an **additional fee of \$60 plus \$0.50 per mile** will be charged.

### **EVICTON/STAND-BY FEES**

The following counties have responded with the following information concerning their eviction/stand-by fees. Kendall Co. is the closest in population to Tazewell Co. (2pprox.. 131,000)

DeWitt	\$25 (no property), \$180
Kankakee	\$96-\$146 (based on mileage) \$86 per hr. per deputy
<b>Kendall</b>	<b>\$285</b>
Lake	\$145-\$228 (based on mileage) \$109 rescheduling fee
Livingston	\$59
Macon	\$50
McLean	\$175
Rock Island	\$41.94
St. Clair	\$70 serve eviction \$80 stand by

We are asking to raise our \$19.50 plus \$0.50 mileage to **\$115 plus \$0.50 mileage**. These evictions/stand-by events can require up to an hour of a deputy's time. On occasions, **2 deputies** must be present. If this is requested and is **not related to a criminal act** occurring during the eviction, **additional \$115 plus \$0.50 mileage** will be charged.



### **SEX OFFENDER REGISTRATION/RENEWAL FEE**

**Sex Offender Registration fee and annual renewal fee of \$100** will be **enforced**. CID Secretary will collect the fees and turn them over to the Administrative Assistant, who will deposit the funds with the Treasurer's Office. **\$35 goes to the County and \$65 is sent to the State**. Conversations as to specifics are to be determined between the Administrative Assistant and Treasurer. This will allow funds to be distributed properly. If a person is unable to pay due to being homeless, receiving only social security disability, or other extreme financial situation, a waiver may be completed. If a person cannot pay the full \$100 at the time of registration/renewal, payments may be made (\$10 a month).

Most counties responded that they do collect this fee. Many have offenders who pay the total overtime. **Financial affidavits and/or waivers** are commonly used and approved by either the Sheriff, Chief Deputy, or Chief Clerk. I would propose that guidelines be set up, and the CID secretary can determine eligibility based on those. If a waiver is granted, it only applies to that particular year. A new waiver must be submitted each year.

### **WEEKENDER FEES**

Those sentenced to serve weekends in jail so they can retain their employment during the week have been paying \$48. This is to cover the expense of housing and food for the individual. Check-in is on Friday evening and check-out is on Sunday morning. Therefore, their stay is for 2 nights and 4 meals. This fee will be increased to **\$60** to cover the increased expenses of meals and services.

### **ATTENDING COURT WITH DETAINEE**

### **ATTENDING SICK CALL ON PREMISES**

### **TRANSPORT TO MEDICAL/DENTAL**

Statute allows a fee to be charged when a Correctional Officer **attends court** with a detainee. We do not charge a current fee, but it is estimated to cost approximately **\$60**. This charge would be deducted from the detainee's funds at the time of discharge.

Currently, we charge \$10 for a sick call in jail and \$25 for transport to a medical/dental office. It is estimated that the fee for **sick calls in the jail** costs approximately **\$20** and **transport** to a medical/dental office costs **\$40**.

### **OVERVIEW**

There were 15 potential fee changes presented to us by Bellwether. Service-related fees made up 5 of those fee changes. Jail-related fees made up another 5 charges, with 2 fees never being charged by our department in the past. The sex offender registration fee is not changing; however, we have not been enforcing the fee as we are allowed to. Bail/bond-related fees are not applicable due to the new laws, and home detention fees are handled by probation.

These fee changes do not affect the Sheriff's Office accounts since the revenue goes to the general fund. Rather than having taxpayers pay for the missing funds to perform these services, it should fall onto those individuals utilizing the services. The Sheriff's Office has not raised fees since the study in 2004. A cost study was completed in 2013, but no adjustments to fees were made. It has been approximately 20 years of the same fees for services that cost up to triple the fee.



### **MISC. FEES**

**Fingerprinting fees** are set at \$25, yet we are charged \$28.25 by the State (BOI). Therefore, we are losing money providing this service. By increasing the fee to **\$35**, the State can collect its portion of \$28.25, and the remaining \$6.75 can go towards the cost of maintaining the LiveScan printer. This would include toner and cleaning sheets for the device.



# **Government Performance Services**

## *Cost of Services*

**Tazewell County, Illinois**

**Sheriff / Jail Fees**

**February 2025**



The **Tazewell County Sheriff's Department** engaged Bellwether LLC to complete a review of existing and potential new fees authorized by Illinois State Statute. We used data and comments provided by staff to develop models of staff effort and time spent.

The following fees were reviewed as part of this project:

**Process Service / Civil Standby / Sheriff Sale**

- Serving Summons / Garnishment / Subpoena / Attachment / Summons
- Serving Judgment / injunction / Levy
- Serving Replevin
- Serving Warrant
- Returning each process
- Removing property
- Eviction Standby
- Sex Offender Registration
- Fingerprinting

**Jail / Inmate Fees**

- Taking Bail (Bond Fee)
- Escort Inmate to medical / dental outside of jail
- Attending court with prisoner (any proceeding)
- Inmate Nurse Visit (per request)
- Inmate in Jail Doctor Visit (per request)

Fees are defined by state laws and county ordinances. County governments may charter cost studies to review the appropriateness of these fees and adjust meet actual expenses. The process and authority to adjust these fees are addressed in laws of the State of Illinois.

The following excerpts from 55 ILCS 5/4-5001) (from Ch. 34, par. 4-5001) describe the included fees.

*"For serving or attempting to serve summons on each defendant in each county, \$10."*

*"For serving or attempting to serve an order or judgment granting injunctional relief in each county, \$10."*

*"For serving or attempting to serve each garnishee in each county, \$10."*

*"For serving or attempting to serve an order for replevin in each county, \$10."*

*"For serving or attempting to serve an order for attachment on each defendant in each county, \$10."*

*"For serving or attempting to serve a warrant of arrest, \$8, to be paid upon conviction".*

*"For taking special bail, \$1 in each county."*

*"For serving or attempting to serve a subpoena on each witness, in each county, \$10."*

"For returning each process, in each county, \$5."

"For summoning each juror, \$3 with 30¢ mileage each way in all counties."

"For serving or attempting to serve notice of judgments or levying to enforce a judgment, \$3 with 50¢ mileage each way in all counties."

"For taking possession of and removing property levied on, the officer shall be allowed to tax the actual cost of such possession or removal."

"For attending before a court with prisoner, on an order for habeas corpus, in each county, \$10 per day."

"For attending before a court with a prisoner in any criminal proceeding, in each county, \$10 per day."

"For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, \$10 and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel, 50¢ each way."

"The foregoing fees allowed by this Section are the maximum fees that may be collected from any officer, agency, department or other instrumentality of the State. The county board may, however, by ordinance, increase the fees allowed by this Section and collect those increased fees from all persons and entities other than officers, agencies, departments and other instrumentalities of the State if the increase is justified by an acceptable cost study showing that the fees allowed by this Section are not sufficient to cover the costs of providing the service. A statement of the costs of providing each service, program and activity shall be prepared by the county board. All supporting documents shall be public records and subject to public examination and audit. All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity."



Section 730 addresses expenses related to the housing of inmates. In part it provides direction whereby counties may collect fees for medical expenses incurred.

(730 ILCS 125/17) (from Ch. 75, par. 117)

"To the extent that such person is reasonably able to pay for such care, including reimbursement from any insurance program or from other medical benefit programs available to such person, he or she shall reimburse the county or arresting authority."

"The county shall be entitled to a \$10 fee for each conviction or order of supervision for a criminal violation, other than a petty offense or business offense. The fee shall be taxed as costs to be collected from the defendant, if possible, upon conviction or entry of an order of supervision. The fee shall not be considered a part of the fine for purposes of any reduction in the fine."

Bellwether recommends Tazewell County actively pursue recovery of inmate medical expenses and other inmate debt to the county through the **Illinois Comptroller Local Government Debt Recovery Program**.

Bellwether LLC does not provide legal advice. The decision to change or add fees is the sole responsibility of Tazewell County government.

## **Methods**

The Cost of Services Study or Fee Review is a detailed analysis of the data related to the operations and expenses of the department. Central to the analysis is:

- Annual budgeted expenses
- Actual expenses
- Inclusion (or exclusion) of expense categories or lines within the department budget(s)
- Actual staff related expenses
- Current revenues derived from fees
- Current revenues derived from other sources
- Service requests - Volumes and trends
- Changes in State Law or Regulations
- Onsite observation of core processes related to each service
- Appropriate exclusions of data (related to services that are non-eligible for fees)

Bellwether engaged County staff only to the extent necessary to collect and clarify the data.

- The provided data was assessed for reasonableness and completeness. The Bellwether analysis produced a detailed description of each service under review and detailed direct and indirect costs that can be attributed to each.
- Both direct and indirect expenses may be included for the purpose of establishing the cost of services under Illinois law. Direct expenses are expenses, including labor, that are directly incurred for the purpose of delivering a particular service. These expenses include pre-printed forms, dedicated equipment or software, or dedicated office facilities. Indirect expenses are expenses that include shared management services or administrative costs, portions of shared facility costs and equipment.
- While it is not possible to attribute every moment of every transaction to an individual, it is possible to understand the flow of the work and develop a weighted value of labor.
- Several processes have direct materials, equipment, and other relatable costs. To the extent possible these costs are determined on a "per transaction" basis.

Indirect costs were allocated to specific activities within the office when possible, when not possible the costs were allocated to general administration. According to federal rules (US Office of Management & Budget Circular A-87), indirect expenses associated with central services provided to sub-units of local governments would be documented in a Central Services Cost Allocation Plan to ensure the consistent treatment of these expenses.

### **Summary of Results**

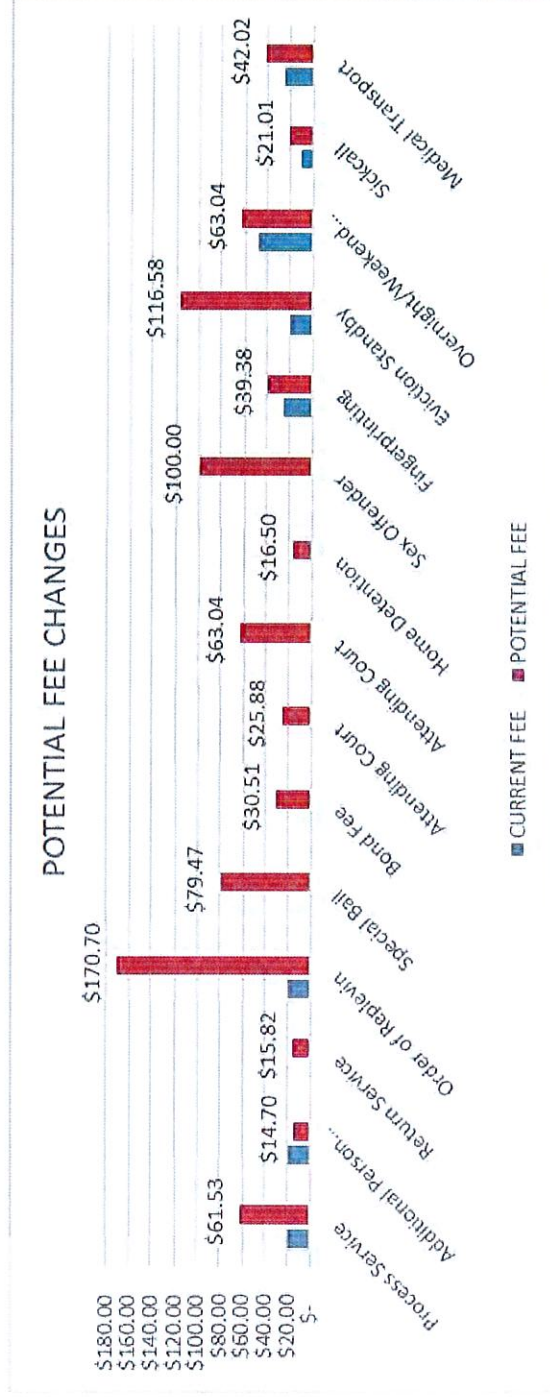
Information suggests that the fees reviewed as part of this project are not sufficient to recover actual costs. Adjusting fees to actual costs would result in a potential increase in fee-based revenue.

Actual annual revenue may vary based on the final fee established and the actual annual volume of transactions. Many counties choose to round down to the next full dollar to avoid additional cash management efforts.

The following chart provides an overview of the gap among current fees (blue) and potential fee (red).



## Overview of Fee Potential



Bellwether assumes the information provided by the departments to be true and accurate to the best of their ability and does not propose specific recommendations for establishing or changing fees. Our observations suggest an increase in some fees may be warranted and acceptable under current state law not to exceed the Actual Total Cost above.

Some annual volumes of transactions are estimates using the best judgement of the Sheriff Department staff and by juxtaposing related values by Bellwether staff experience. (i.e., the number of inmates relative to sick call request volume) Bellwether recommends conservative estimation for budgeting purposes until actual volume data can be confirmed by the department.

The following Table contrasts the **Statute Fee** from the **Current Fee** and the calculated **Total Costs**

FEE DESCRIPTION IN STATUTE	STATUTE FEE	CURRENT FEE	Total Labor	Vehicle Costs	Indirect Costs	Total Costs	Fee Change
Serving Fees (general category)	\$ 10.00	\$ 19.50	\$ 36.18	\$ 16.50	\$ 8.86	\$ 61.53	\$ 42.03
Each additional person served	\$ 10.00	\$ 19.50	\$ 12.93	\$ 1.15	\$ 0.62	\$ 14.70	\$ (4.80)
For returning each process, in each county,	\$ 5.00	-	\$ 11.39	-	\$ 4.43	\$ 15.82	\$ 15.82
Mileage for each mile of necessary travel to serve any such process as Stated above, calculating from the place of holding court to the place of residence of the defendant, or witness,	\$ 0.50	\$ 0.50	\$ -	\$ -	\$ -	\$0.50 x miles	\$ -
For serving or attempting to serve an order or judgment for the possession of real estate in an action of ejectment or in any other action, or for restitution in an action of forcible entry and detainer without aid, and when aid is necessary, the sheriff shall be allowed to tax in addition the actual costs thereof, and for each mile of necessary travel,	\$ 10.00	\$ 19.50	\$ 126.54	\$ 16.50	\$ 27.67	\$ 170.70	\$ 151.20
For taking special bail, in each county.	\$ 1.00	\$ -	\$ 62.20	\$ -	\$ 17.27	\$ 79.47	\$ 79.47
In addition to the above fees there shall be allowed to the sheriff a fee of \$600 for the sale of real estate which is made by virtue of any judgment of a court, except that in the case of a sale of unimproved real estate which sells for \$10,000 or less, the fee shall be \$150. In addition to this fee and all other fees provided by this Section, there shall be allowed to the sheriff a fee in accordance with the following schedule for the sale of personal estate which is made by virtue of any judgment of a court: For judgments up to \$1,000, \$75; For judgments from \$1,001 to \$15,000, \$150; For judgments over \$15,000, \$300.	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -



FEE DESCRIPTION IN STATUTE	STATUTE FEE	CURRENT FEE	Total Labor	Vehicle Costs	Indirect Costs	Total Costs	Fee Change
For attending before a court with a prisoner in any criminal proceeding, in each county, per day.	\$ 10.00	\$ -	\$ 49.75	\$ -	\$ 13.28	\$ 63.04	\$ 63.04
Sex Offender Registration - (730 ILCS 150/3) - (6) The person shall pay a \$100 initial registration fee and a \$100 annual renewal fee. \$35 retained by the County and \$65 sent to the State of Illinois	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -
NON-STATUTORY FEES COMMON IN OTHER COUNTIES							
Fingerprinting (requests from outside of the department)	\$ -	\$ 25.00	\$ 30.98	\$ -	\$ 6.64	\$ 39.38	\$ 14.38
Eviction Stand By	\$ -	\$ 19.50	\$ 95.55	\$ -	\$ 21.03	\$ 116.58	\$ 97.08
Over Night Fees	\$ -	\$ 48.00	\$ 49.75	\$ -	\$ 13.28	\$ 63.04	\$ 15.04
COPY FEE (general)	\$ -	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -
Accident Reconstruction	actual	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Corrections fee for attending sick call on premises	\$ -	\$ 10.00	\$ 16.58	\$ -	\$ 4.43	\$ 21.01	\$ 15.22
Corrections fee for transport to medical / dental off premises	\$ -	\$ 25.00	\$ 33.17	\$ -	\$ 8.86	\$ 42.02	\$ 30.45

#### MUTIPLE ATTEMPTS AT PROCESS SERVICE

The Sheriff's Department may establish a limit on the number of attempts for the initial fee. In the policy the Sheriff may establish an additional fee for further attempts. For example, additional attempts may be charged the deputy labor costs (\$38.16) plus mileage. The department policy should be clearly posted for requesters.

#### EVICTON STANDBY

The Eviction Standby fee assumes one deputy present per hour. Additional deputies requested as standby and not required by a criminal act occurring during the eviction will result in additional fees.

#### BOND FEE / BOOKING FEE

The effect of the Illinois Safe-T Act will drastically reduce the instances of collecting bond/bail. Some Illinois Counties have instituted a "Booking Fee" that is not specifically defined in statute. Bellwether's analysis draws process similarities between the initial booking and the bonding processes and has used the fee calculations interchangeably.

**COLLECTION OF FEES FROM INMATES**

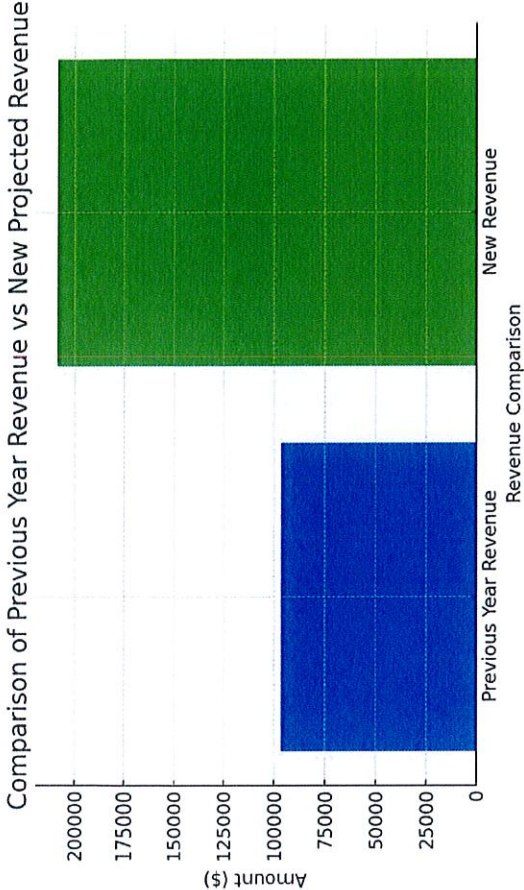
Collection of fees from inmates can be particularly difficult. Illinois State Comptroller’s Act (15 ILCS 405/10.05) (from Ch. 15, par. 210.05) provides for programs to aid local governments in collecting fines and fees due the county. The **Local Government Debt Recovery Program** is a ZERO cost partnership with the Illinois Comptroller’s Office. The local government submits regular list of those owing fines or fees to the County.

The Comptroller’s Office compares the list to all recipients of payments from the State of Illinois. Any debt to the County is automatically deducted from the state payment (most commonly tax refunds). There are provisions that allow Counties to go back seven years in collection and may collect up to \$500 per year.

Bellwether has seen several counties and municipalities increase collections on a quantum scale using this program. We strongly recommend Tazewell County explore the program and exert effort into identifying and submitting outstanding debt.

**Potential Revenue**

The potential revenue gains from the proposed fee adjustments indicate a significant increase, with projected revenue rising from **\$96,681** to approximately **\$208,531.19**. However, it is important to note that this estimate is based solely on the **previous year’s data** and assumes that service volumes and collection rates remain consistent. Many factors—such as changes in demand, enforcement, external economic conditions, and policy adjustments—can impact actual revenue outcomes. While these projections provide valuable insight into potential financial improvements, they should not be viewed as a guaranteed outcome but rather as a data-driven estimate





### **Attachment A – Sample County Board Action on Sheriff Fees**

WHEREAS, 55 ILCS 5/4-5001 provides that the statutory County Sheriff fees may be increased by the County Board if an increase is “justified by an acceptable cost study showing that the fees allowed by this Section (55 ILCS 5/4-5001) are not sufficient to cover the costs of providing the services”; and

WHEREAS, 55 ILCS 5/4-5001 requires a statement of the costs of providing each service, program and activity be prepared and be part of the public record; and

WHEREAS, 730 ILCS 125/17 provides that the Sheriff may seek reimbursement for medical treatment costs; and

WHEREAS, a statement of cost (attached hereto and made a part hereof) and cost analysis by Bellwether LLC. has been prepared; and

WHEREAS, based on the Bellwether LLC study and the recommendation of the County Sheriff, and the County Board agrees that the County Code should be amended to change and establish the fees charged by the Tazewell County Sheriff.

NOW, THEREFORE, BE IT ORDAINED that the County Code is amended as follows:

**INSERT NEW FEE SCHEDULE HERE**

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the planning and developing of the Operating Budget for Tazewell County for FY26; and

WHEREAS, the goal is to achieve a balanced Operating Budget for the General and Special Revenue Funds; and

THEREFORE BE IT RESOLVED that the County Board set FY26 budget parameters and process as follows:

- Commodities and contractual expenses may increase to cover anticipated cost increases due to inflation
- Departments are to continue to recognize in their respective budgets costs associated with the operation of their department operations as feasible (i.e. cell phone reimbursement, software costs unique to a department, office supply needs unique to a department, etc.)
- Elected officials and department heads will have a meeting scheduled with county administration and two Finance Committee members appointed by the Finance Committee Chairman to discuss the budget requests
- The County Administrator, Finance Committee, or Finance Committee member appointees may request additional information/supporting documentation for the need to increase costs
- A recommendation will be made by the County Administrator to the Finance Committee
- Special Revenue Funds are asked to submit operating budgets that consider the projected ending fund balance in relation to the County's Fiscal Management Policy
- It is requested that the Property Committee revise the multi-year Capital Improvement Plan
- Departmental requests for any new capital expenditures greater than \$5,000 should be submitted using a Capital Expenditure – Budget Request Form
- Non-union employees will be considered for a general wage increase based upon the recommendation of the HR Committee
- The property tax levy will be budgeted at the amount allowed under PTELL

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Finance Director of this action.

PASSED THIS 30th DAY OF APRIL, 2025.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

-----  
**RESOLUTION**

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and to approve grant application for the Downstate Operating Assistance Grant Agreement made by TCRC, Inc. DBA We Care; and

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, TCRC, Inc. DBA We Care, Treasurer, Finance, and the Auditor of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



A. PCOM Comments

--

B. PCOM Certification

I hereby certify that I have reviewed this application including all attachments, all information and all signatures, and found it to be complete and accurate and ready for submittal to IDOT for approval. (In the case of multiple PCOM's, all PCOM's must sign and date, select the "Add" button to insert space for the second and subsequent PCOM signatures).

PCOM Signature

*Dawn Cook*

Date

3/28/25

PCOM Name - Typed

Dawn Cook





A. Mode of Service

Operator(s)

List all operators and mode here (include all that apply for each operator; select "Add Row" if multiple operators):

Operator Name	Mode of Service (select all that apply)			
	Fixed Route	Demand Response	Route Deviation	Commuter Bus
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[See Mode Definitions](#) [Hide Mode Definitions](#)

B. Service Mode Certification

- ☒ There has been no change to the service mode or service area since the prior grant application.
- ☐ There has been a change to the service mode or service area since the last application. IDOT was notified of the change at least 90 days prior to the change occurring and notification documentation is attached.
- ☐ There has been a change to the service mode or the service area since the last application. IDOT was notified however, the notification was less than 90 days prior to the change occurring and notification documentation is attached.
- ☐ There has been a change to the service mode or service area since the last application. IDOT has not been notified of the change.

I certify the service mode and service area information listed above is accurate and any information provided previously to IDOT represents the operator's current mode and service area.

Signature & Date

Name

Brett Grimm

Title

Tazewell County Board Chairman



A. Grantee Contact Person/PCOM

The PCOM is appointed by the grantee (applicant) and concurred on by the Department. This person will act as the Department's primary contact for the grant and will review grant documents and pay requests for accuracy before they are sent to the Department. This person is knowledgeable about public transportation programs, this grant and the grantee's (applicant's) oversight responsibilities. Please list the Grantee's contact person/PCOM responsible for project and financial oversight:

Name		Title	
Dawn Cook		PCOM, Director Tazewell County EMA	
Address		City	State Zip Code
21304 State Route 9		Tremont	IL 61568
Phone	Fax	E-mail	
(309) 925-2271	(309) 925-3631	dcook@tazewell-il.gov	

Please identify by name and title in the space below the chief officers of record of applicant's governing board, such as Chairman, President, Secretary, Treasurer or comparably designated officers (select "Add Row" to insert as many rows as necessary):

Official's Name	Official's Title
Brett Grimm	Chairman
Mindy Darcy	Finance Director
Hannah Clark	Treasurer

The organizational status of the applicant is:

- ☐ Municipality  
☒ County  
☐ Nonprofit Corporation  
☐ Mass Transit District  
☐ Other (explain): \_\_\_\_\_

B. Identification of Operators

Please identify the agency or agencies that will be directly providing and operating the service proposed in this application and the Target Service Groups to be served. If the applicant will be the operator of the service, so indicate. If more than one transit operator will be involved in the provision of the proposed services, indicate which **portion of the service** and/or **which portion of the service area** each operator will handle.

Notes: Operator is the name of the entity providing service; Target Service Group(s) is the specific target group (60+ disabled, general public, etc.)

Operator Name	Target Service Group				Service Area
	General Public	60+	Disabled	Low Income	
TCRC, Inc., DBA We Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rural Tazewell County
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rural Tazewell County
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rural Tazewell County
TCRC, Inc., DBA We Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rural Tazewell County



**C. Service Coordination Methods**

If you identify more than one service provider in Section A, then the applicant should describe, in detail, how service delivery will be coordinated among operators. Applicants should be prepared to address such issues as coordination of reservation capability, coordination of service delivery, elimination of duplication of service provision among providers, and methods that a project is marketed to the general public as a "system," rather than service provided by individual providers.  
*In the space below, describe coordination methods used to insure that general public transportation as well as target group transportation is provided (this text box will expand upon exit to accommodate text input).*

There are no other transportation services operating in Rural Tazewell County at this time.

**D. Coordination With Other Human Service Agencies and Programs**

In this section, provide a general narrative of coordination activity by the project with other entities that receive Federal assistance that may also provide passenger transportation.  
*In the space below, type service coordination efforts with other entities here (this text box will expand upon exit to accommodate text input).*

Quarterly meetings with social service agencies and Central Illinois Agency on Aging.

**E. Operating Entity Certification**

For each proposed operator(s) please provide a fully completed and executed copy of the following along with a copy of all purchase of service agreements (this document should be completed and signed by the operator, if different from the grantee/applicant):

*If the applicant has more than one operator, list the official and name below (select "Add Row" to insert additional rows). One certification form is provided in this section; if additional forms are needed, select "Create Additional Operator Certification" to the right (the forms will be added after the first Certification).*

Create Additional  
Operator Certification

Delete Additional  
Operator Certification

### Operating Entity Certification


- |   |   |
|---|---|
| <input type="checkbox"/> Municipality                     | <input type="checkbox"/> University         |
| <input type="checkbox"/> County                           | <input type="checkbox"/> Individual         |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Partnership        |
| <input type="checkbox"/> Mass Transit District            | <input type="checkbox"/> Private for-Profit |
| <input type="checkbox"/> Other (explain): _____           |   |

The operator's address:

Address	City	State	Zip Code
33 S. 4th St.	Pekin	IL	61554
Phone	E-mail		
(309) 347-7148	jamied@tcrorg		

The operator's Federal Employer's Identification Number (FEIN):

FEIN
37-6016936

Officer or Official Signature	Date
	3/20/25
Title	
Executive Director	



**F. Operator Contact Person**

Please list the **Operator's contact person(s)** responsible for project and financial management (*you may list up to five (5)*):

Operator	Primary Contact Name	
TCRC, Inc., DBA We Care	Jamie Durdell	
Email	Title	Phone
jamied@tcrcorg.com	Executive Director	(309) 347-7148
Operator	Primary Contact Name	
TCRC, Inc., DBA We Care	Amy Svymbersky	
Email	Title	Phone
amy@tcrcorg.com	Vice President of Finance	(309) 347-7148
Operator	Primary Contact Name	
TCRC, Inc., DBA We Care	Greg Cassidy	
Email	Title	Phone
greg@tcrcorg.com	Chief Operating Officer	(309) 347-7148
Operator	Primary Contact Name	
TCRC, Inc., DBA We Care	Molly Anderson	
Email	Title	Phone
molly@tcrcorg.com	VP of Transportation	(309) 347-7148
Operator	Primary Contact Name	
TCRC, Inc., DBA We Care	Alex Maxwell	
Email	Title	Phone
alexandra@tcrcorg.com	Director of Transportation	(309) 347-7148
Add Contact	Remove Contact	

**G. Relationship Between Grantee and Operator**

There are two circumstances when a grantee can enter into a lower tier relationship with a third party to deliver Section 5311 services. First, a grantee follows either state or Federal procedures outlined in FTA Circular 4220.1F to competitively secure the services of a contractor (using micro purchase, small purchase, Invitation for Bid (IFB), or Request For Proposal procedures (RFP) to deliver all or some components of Section 5311 service. Second, a state may elect to grant Section 5311 funds to a lower tier subrecipient through a primary subrecipient, a practice expressly permitted pursuant to FTA Circular 9040.1G, Chapter V, paragraph 4. FTA uses the example of a state that might pass funds to a nonprofit organization through a local public body. FTA notes that this type of arrangement is not a third party contract. OMB, in 2 CFR part 200.74, define these entities as pass-through agreements.

In the section below, identify the procurement method used for the selection of operator(s) (check only one for each operator):

If the applicant has more than one operator, complete this question for each operator (*select the "Add Operator" button to insert additional checkboxes*).

Operator No.

- ☐ Not Applicable/Grantee is the Operator
 ☒ Pass-Through Operator\*
- ☐ Formal Request for Proposals (RFP)
 ☐ Formal Invitation for Bids (IFB)
- ☐ Sole Source (Requires IDOT Concurrence)
 ☐ Other

Describe "Other" (200 words or less)

#### H. Operator and Managerial Capacity

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and technical capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements.

Describe fiscal, managerial and technical capacity (200 words or less)

We Care has operated the rural transportation services in Tazewell County since 1985. Tazewell County requires an annual audited financial report prepared by an outside auditor of the provider's total agency. Also, documentation from a lending institution establishing a line of credit is required. Proof of insurance with at least \$1,000,000 liability coverage is furnished by the operator.

#### I. Contractor Service Monitoring Methodology

If the grantee is not the operator, please describe the methods employed by the applicant to ensure that the selected operator(s) has the requisite fiscal, managerial and technical capability to provide and or manage the proposed service as required by state and federal regulations and funding agreements.

Describe fiscal, managerial and technical capacity (200 words or less)

An elected member of the Tazewell County Board is named liaison with the provider. The liaison attends quarterly meetings with representatives of the provider. These meetings are held at the transportation facility. The County has appointed a Program Compliance Oversight Monitor (PCOM) to conduct regular financial and operating oversight meetings. The PCOM reviews all requests for payment before they are submitted to IDOT. The PCOM does a physical review of the vehicles annually. IDOT sends copies of audits, letters and reviews to the County, therefore keeping the County informed as to the compliance of the provider.

#### Public Transit Employee Protections

##### A. Special Warranty

When federal funds are used to acquire, improve, or operate a mass transit system (public transportation), federal law requires arrangements to protect the interests of mass transit employees (see 49 U.S.C. § 5333(b), formerly Section 13(c) of the Urban Mass Transportation Act). Section 5333(b) specifies that these protective arrangements must provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, the continuation of collective bargaining rights, the protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs (49 U.S.C. § 5333(b)(2)).

The Department of Labor (DOL) must certify that protective arrangements are in place and meet the above requirements for all grants of assistance under of the Federal Transit Law before the Department of Transportation's Federal Transit Administration (FTA) can release funds. The FTA includes the terms and conditions of the certification and protective arrangements in its contract of assistance with the grant recipient. There is no basis for a waiver or exemption from the requirements of section 5333(b).

Before undertaking a project, the applicant for Section 5311 funding (or a legally responsible entity designated by the state) must agree in writing to the Special Warranty. IDOT is responsible for assuring that each grantee has a currently valid signed Special Warranty and for certifying this to DOL for each grant.

##### B. Labor Organizations in the Service Area

The Special Warranty also requires that IDOT "provide to DOL and maintain at all times an accurate, up-to-date listing of all existing transportation providers which are eligible recipients of transportation assistance funded by the project, in the transportation service area of the project, and any labor organization representing the employees of such providers."

List existing providers and labor unions below

Union Name	Local Number	Transit Organization
none		



## Local Planning Efforts

### A. Public Notice, Public Meeting, and Planning Efforts to Support This Application

Describe what role local planning activities/initiatives played in the development of the proposed Section 5311 project.

Section 5323(a) (1) of the Federal Mass Transit Act of 1964, as amended requires "that the program provides for the participation of private companies engages in public transportation to the maximum extent feasible..."

**Attach a copy of the Public Notice and certification thereof as Attachment VI.**

**Attach the minutes of the Public Meeting as Attachment VII.**

Also, provide a list below that describes in general the plans and other planning tools used and how they were utilized in the development of this project (example: county comprehensive plans, ridership surveys, technical studies, etc.).

### B. Transit System Planning Efforts, Last Five Years

Describe your planning efforts over the past 5 years and how the public has participated in those efforts.

To encourage local input and to decrease non-passenger miles (deadhead), satellite locations have been in place in Tazewell County for over 20 years. The Community locations have included Armington, Delavan, Green Valley and Minier, IL. Vehicles are based in the town/village in rural Tazewell County that indicates ridership response is higher than in another part of the County. Efforts are made for local focus groups to provide input into the transportation needs of the individuals living in the service area. Contact information is distributed to riders and ridership satisfaction surveys are completed periodically. County and provider officials attend local HSTP meetings and encourage public input.

### C. Ridership and Service Demand Surveys (required annually)

Indicate the Date of the Last Demand Survey

04/01/24

Describe what surveys of potential riders were conducted in an effort to determine the general travel needs of the service area population. How many people were surveyed? How have the findings of the surveys been used in developing the routing and scheduling of the proposed transit program? Please summarize

Demand surveys were completed in FY '01 and FY '10. Approximately 400 surveys were issued. The survey included Woodford and Tazewell Counties. Communities that had a low ridership were targeted in FY '03 with random names of individuals who appear to have not used the system were selected for the survey. As a result of low ridership and lack of expressed interest, evening hours were eliminated and expansion to weekend hours is not planned. The few evening riders were notified in advance of the change. The general public would be notified by removal of the hours of operation from literature and replaced with the phrase "To find out more about service or to arrange a ride, call...". Notification would also be made at the monthly transportation meetings. Scheduled monthly transportation meetings are posted in the County's monthly scheduled notices. Due to a lack of interest in the FY '10 survey, expansion to weekend and evening hours continues to not be anticipated at this time. Quality/demand surveys were distributed in FY '06, FY '10, FY '11 and FY '15. A telephone quality/demand survey has been conducted annually since FY '12 with 169 surveys in FY '20. Surveys were sent out in April, 2024.

## **AGREEMENT FOR THE PURCHASE OF SERVICES BETWEEN THE COUNTY OF TAZEWell AND TCRC, INC. DBA WE CARE**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of April 2025, by and between the County of Tazewell, referred to in this Agreement as "Grantee" and TCRC, Inc. DBA We Care, Morton Illinois, referred to in this Agreement as "Provider".

WHEREAS, the Grantee has applied for Public Transportation Assistance under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S. C. § 5311); and

WHEREAS, the Grantee's application has been approved by the Illinois Department of Transportation, Division of Public Transportation; and

WHEREAS, the Provider agrees to adhere to the provisions of the Illinois Department of Transportation and Federal Transit Administration Assistance Programs Certifications and Assurances for Grantees included in the annual application; and

NOW, THEREFORE, in consideration of the promises and agreements set forth in this Agreement, Grantee and Provider HEREBY AGREE as follows:

### **ARTICLE 1. BACKGROUND**

#### **Section 1.1. *County of Tazewell.***

The County of Tazewell supports the access to, and the availability of transportation in the rural areas of Tazewell County through grant funding allocated by the Illinois Department of Transportation under Section 5311 of the Federal Transit Act of 1964, as amended (49 U.S.C. § 5311), and Downstate Public Transportation Operating Assistance (State Program "DOAP") Grant Agreements. The County of Tazewell contracts with TCRC, Inc. DBA We Care to provide such transportation services throughout the County.

#### **Section 1.2. *TCRC, Inc. DBA We Care, Morton Illinois.***

The objective of TCRC, Inc. DBA We Care is to provide services that help individuals maintain independence and to improve the quality of life for those in need. TCRC, Inc. DBA We Care is engaged in the business of transporting passengers by motor van vehicles intrastate, is duly qualified and currently authorized and licensed to lawfully transport passengers. TCRC, Inc. DBA We Care exists as a non-profit governed by a board of directors.

#### **Section 1.3. *Authority to Contract.***

Each party acknowledges and represents that it has the legal power, right, and authority to enter into this Agreement and to perform the duties and obligations stated within.



#### **Section 1.4. *Determination to Purchase Services.***

The Grantee desires to procure from the Provider Transportation Services and Other Services as described in this agreement and the Provider desires to provide such Services.

#### **Section 1.5. *Agreement Negotiated.***

The Grantee and Provider have negotiated the terms and conditions of this Agreement, and the Grantee's Board has found and determined that it is in the best interest of the public and Grantee to execute this Agreement for the provision of Transportation Services and other Services from Provider.

### **ARTICLE 2. SCOPE AND DESCRIPTION OF SERVICES**

#### **Section 2.1. *Transportation Services.***

Throughout the Agreement Term, Provider, acting as an independent contractor for the benefit of Grantee and not as an agent for Grantee, agrees to provide safe, efficient, and economical transportation to the citizens of Tazewell County along with paratransit for service for elderly and disabled passengers during the schedule of times at which such service is to be provided. As an integral part of providing such service, Provider and its representatives shall at all times:

- A. Comply with all state and Federal Laws including, without limitation, 49 C.F.R. Parts 27, and 37;
- B. Comply with all of the other provisions of this Agreement;
- C. Provide transportation services to the citizens of Tazewell County;
- D. Provide transportation services to the citizens of Tazewell County, Monday through Friday from 6:00 a.m. to 5:00 p.m. with the exception of natural disasters, unsafe weather conditions or an unforeseen reduction of available vehicles; as well as mutually agreed upon holidays:

New Year's Day	MLK Day	President's Day	Good Friday
Memorial Day	Juneteenth	Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve	Christmas Day

- E. Set all routes, pick-up schedules, provide services to the entirety of Tazewell County;
- F. Take all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing such transportation services including keeping all vehicles in a clean and safe condition;
- G. Conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical, and efficient manner;
- H. Ensure all funding is utilized fairly and without discrimination;

- I. Provide data that includes public complaints, number of trips, mileage, fuel usage, and fiscal information;
- J. Maintain all vehicles, fixing any defects in a prompt manner;
- K. Pay all maintenance vehicle costs;
- L. Maintain all licenses, titles and insurance for vehicles;
- M. Purchase all fuel for the operation of vehicles;
- N. Provide driver training and maintain driver records;
- O. Prepare the 5311 and DOAP grant applications;
- P. Provide financial reports related to grant fund use; and
- Q. Establish a TCRC, Inc. DBA We Care Board that oversees operations.

Grantee and or its representatives shall at all times:

- A. Act as a pass through for 5311 and DOAP funds;
- B. Appoint a PCOM to oversee compliance;
- C. Attend TCRC, Inc. DBA We Care meetings;
- D. Assist in the Preparation of the 5311 and DOAP grant applications;
- E. Oversee the TCRC, Inc. DBA We Care operations and expenditure funds;
- F. Verify that TCRC, Inc. DBA We Care is in compliance with all state and Federal laws;
- G. Verify vehicles are maintained and insured; and
- H. Verify all drivers are insured and drug tested.

## **Section 2.2. *Other Services.***

Throughout the Agreement Term, Provider shall provide all ancillary and supporting services necessary or appropriate to providing the Transportation Services and to complying with the requirements of this Agreement, including, without limitation, the following services:

- A. Provider shall maintain all garages, yards, facilities, equipment, materials, and supplies used in providing or supporting, the Transportation Services;
- B. Provider shall provide all professional, supervisory, administrative, skilled, and unskilled personnel necessary or appropriate to provide the Transportation Services and to carry out its other obligations under this Agreement; and
- C. Provider shall comply with the reporting and recordkeeping requirements set forth in Sections 5.1 and 5.2 of this Agreement.

## **Section 2.3. *Permitted Variations in transportation Services and Other Services Due to Force Majeure.***

Provider shall not be in default of its obligations to provide Transportation Services and Other Services as herein required to the extent that it is unable to provide such Services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, and other events and conditions that are beyond the reasonable ability of Provider to control or remedy and that render provision of such Service impossible or not reasonably feasible. In any



such case, Provider shall provide such modified or reduced Services as are practicable under the circumstances and shall use all reasonable efforts to restore full Services in accordance with this Agreement at the earliest possible time.

### **ARTICLE 3. EMPLOYEES**

#### **Section 3.1. *Compliance with Federal, State, and Local Laws.***

Provider agrees that, with respect to persons employed by it to provide Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public at large. Provider also agrees to provide the employee protection required under Section 13(c) of the Federal Transit Act, as amended, 49 U.S.C. Section 5333(b) for persons employed by it to provide Transportation Service and Other Services.

#### **Section 3.2. *Employment of Personnel.***

Except as otherwise provided in this Agreement, Provider shall be responsible for all recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required to perform Provider's obligations under this Agreement.

Provider shall employ only such persons as are competent and qualified to provide Transportation Services and Other Services in accordance with the requirements of this Agreement. All employees shall meet all applicable qualifications established by federal, state, and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. The Provider shall comply with all federal requirements relating to drug and alcohol testing including, but not limited to, those imposed under 49 C.F.R. Parts 40, 653, and 654.

### **ARTICLE 4. NONDISCRIMINATION, EQUAL EMPLOYMENT, AND BUSINESS OPPORTUNITY**

#### **Section 4.1. *Compliance with Federal, State, and Local Laws.***

Provider shall comply with all applicable federal, state, and local laws anti-discrimination and equal employment and business opportunity laws and regulations, including but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 et seq; the Federal Transit Act, 49 U.S.C. Section 5332(b); Titles VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, 2000e et seq; the Civil Rights Act of 1866 and 1871,

42 U.S.C. Section 1981 and 1983; the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq; and the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794.

**Section 4.2. *Equal Employment Opportunity.***

Provider shall comply with all the affirmative action, equal employment opportunity, and minority business enterprise requirements in Exhibit A.

**Section 4.3. *Failure to Comply.***

In the event Provider's noncompliance with any provisions of Exhibit A or with any federal, state, or local antidiscrimination or equal employment or business opportunity law, including but not limited to those identified in Section 4.1 hereof, results in Provider being declared not responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or voided by Grantee in whole or in part, and such other sanctions, penalties, or remedies as may be provided by contract, law, or regulation may be imposed or invoked.

**EXHIBIT A---AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY, AND BUSINESS ENTERPRISE PROGRAM**

Business Enterprise Program (BEP) for businesses owned by minorities, women, veterans, and persons with disabilities. In connection with the performance of this Agreement, Provider shall provide for the maximum utilization of BEP and shall use its best efforts to ensure that BEP shall have maximum practicable opportunity to compete for all subcontract work under this Agreement. Provider agrees to comply with the following United States Department of Transportation requirements and to include such clauses in each subcontract:

- (1) "Policy. It is the policy of the Department of Transportation that BEP as defined in 49 C.F.R Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the BEP requirements of 49 C.F.R. Part 23 apply to this Agreement."
- (2) "BEP Obligation. (i) The recipient or its contractor agrees to ensure that BEP as defined in 49 C.F.R. Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that BEP have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

## **ARTICLE 5. REPORTS, RECORDS, AND INSPECTIONS.**

### **Section 5.1. *Reports, Forms, and Statements Required.***

The Provider shall furnish the Grantee with all reports relating to Financial Accounting and Reporting, Employee Training and Oversight, Employee Drug and Alcohol Testing, Safety Management, Title VI Programs and Federal Grant Requirements upon request. Forms and statements that may be required by this Agreement or by federal, state, or local laws or regulations or by order of any duly constituted authority.

### **Section 5.2. *Records.***

- A. **Creation and Maintenance.** Provider shall create and maintain full, accurate, and complete records of all Transportation Services and Other Services performed; all time spent; all materials, equipment, and supplies purchased; and all costs incurred in the performance of the Transportation services and Other Services pursuant to this Agreement, including all records required by this Agreement, or any applicable law or regulation.
- B. **Disposal or Destruction.** Unless Grantee shall consent in writing to the destruction of any such records, and except for records required to be delivered to Grantee at the end of the Agreement Term, Provider shall make said records available for review, inspection, and audit in accordance with Section 5.3 below during the entire Agreement Term and for 3 years thereafter, or such longer period as may be required by law or any applicable grant; provided that prior to the disposal or destruction of any of any such record by Provider following said period, Provider shall give notice to Grantee of any record or records to be disposed of or destroyed and the intended date of disposal or destruction, which shall be at least 90 days after the effective date of such notice. Grantee shall have 90 days after receipt of any such notice to give notice to Provider not to dispose of or destroy said record or records and to require Provider to deliver such record or records to Grantee or its designee, at Grantee's expense, on a confidential basis if appropriate.

### **Section 5.3. *Inspection and Audits.***

- A. **Right of Grantee.** Grantee shall have the right, with or without prior notice to Provider, to review, inspect, and audit all Transportation Services and Other Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of Transportation Services and Other Services.
- B. **Performance of Inspections and Audits.** The Grantee shall perform such review, inspection and audit and shall have the rights enumerated in section 5.3A above. Any inspection, review or audit shall be performed in a manner that will not unduly delay or interfere with the Provider's performance under this Agreement and Provider shall cooperate with Grantee. The Grantee may perform any such review, inspection, or



audit through an officer, employee, or any designated agent or independent contractor.

- C. **Defined Term.** The phrase “all information and records related thereto” as used in this section shall mean all information and records under the control or supervision of, or reasonably available to, Provider relating to this Agreement or the Transportation Services and Other Services that are reasonably necessary for Grantee to verify or audit Provider’s performance under this Agreement, or the accuracy or appropriateness of any Reimbursable Expenditure or portion thereof, or Provider’s compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs, or drawings, whether preliminary, draft, final, or other form.

#### **Section 5.4. Confidential Information.**

- A. **General.** All information supplied by Grantee to contractor for or in connection with this Agreement or the Transportation Services or Other Services shall be held confidential by Provider and shall not, without the prior express written consent of Grantee, be used for any purpose other than performance of Transportation Services or Other Services. Neither Provider nor any subcontractor or supplier of Provider shall own or be entitled to claim a copyright in the Agreement, nor other documents prepared by grantee and by Provider pursuant to this Agreement.

### **ARTICLE 6. PAYMENT**

#### **Section 6.1. Payment for Services.**

In consideration of the Transportation Services and Other Services to be provided by the Provider pursuant to this Agreement, Grantee agrees act as the Pass-Through agent for the Provider for cash flow and daily operating expenses.

### **ARTICLE 7. TERM OF AGREEMENT**

#### **Section 7.1 Term.**

The term of this Agreement shall be one year commencing on the 1<sup>st</sup> day of April 2025.

## **ARTICLE 8. COVENANTS AND REPRESENTATIONS**

### **Section 8.1 *General.***

The Provider is a duly authorized and existing not for profit corporation, in good standing under the laws of the State of Illinois, and has the legal power and authority to provide, engage in, and carry out Transportation Services and Other Services. Provider shall maintain an identity as a not-for-profit corporation and shall make no attempt to cause its existence as a not-for-profit corporation to be abolished during the Agreement Term.

### **Section 8.2 *Authorization.***

Provider has been duly authorized to execute this Agreement by its board, and the execution and delivery of this Agreement by all of the parties' signatories hereto shall constitute a valid and binding obligation of Provider, enforceable in accordance with its terms.

### **Section 8.3. *Approvals Received.***

All such approvals, consents, permits, licenses, certificates, authorizations, or modifications as may be required to permit the performance by Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

### **Section 8.4. *Compliance with Applicable Laws.***

The Provider shall comply with all federal, state, and local statutes, laws, rules, regulations, and orders applicable to the Transportation Services and Other Services.

### **Section 8.5 *Compliance with Grant Conditions.***

Provider shall comply with all conditions of, and all laws and regulations and all policies, practices, and procedures applicable to, any federal, state, or local grant received by Grantee or Provider at any time with respect to Transportation Services and Other Services under this Agreement.

## **ARTICLE 9. GENERAL**

### **Section 9.1 *Interpretation.***

This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties hereto participated equally in drafting thereof. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**Section 9.2 Severability.**

The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and affect. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 1<sup>st</sup> day of April 2024, by their duly authorized representatives:

**PROVIDER'S NAME & ADDRESS**

TCRC, Inc. DBA We Care  
33 S. 4<sup>th</sup> St.  
Pekin, IL 61554

**GRANTEE'S NAME & ADDRESS**

Tazewell County  
11 S. 4<sup>th</sup> St.  
Pekin, IL 61554

Signed:   
Jamie Durdel  
Executive Director

Signed:   
Brett Grimm  
Board Chairman

Attest: \_\_\_\_\_



## MINUTES OF PUBLIC HEARING

DATE: April 16, 2025

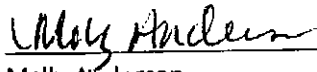
LOCATION: 111 Detroit Parkway, Morton, Illinois 61550

RE: Section 5311 and DOAP Application for program participation: Tazewell County

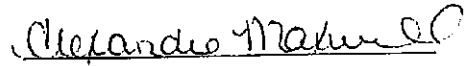
The hearing was opened at 3:15 P.M.

As there were no comments or questions, the hearing closed at 3:30 P.M.

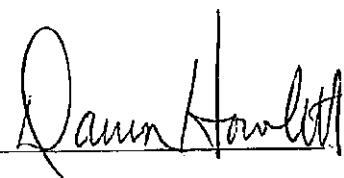
Those in attendance:



Molly Anderson  
Vice President of Special Grants and Transportation  
TCRC Inc./We Care



Alex Maxwell  
Director of Transportation  
TCRC Inc./We Care

ATTEST: 



## Project Cost and Revenue Proposal

### Operator Organization and Level of Human Resource Effort

In this section, provide a description of the level of effort that will be provided by each operator providing service in the project. List the staff positions, by job title, in the following table. List all personnel whose time will be charged to the project, either as a direct or indirect expense by entering "Direct" or "Indirect" in the second column. Also list if the position will be charged to the Administrative category ("Admin") or the Operating category ("Op"). Finally, list the approximate or estimated number of staff, expressed in terms of Full-Time Equivalents (FTEs) in the last column.

Submit one table for each operator.

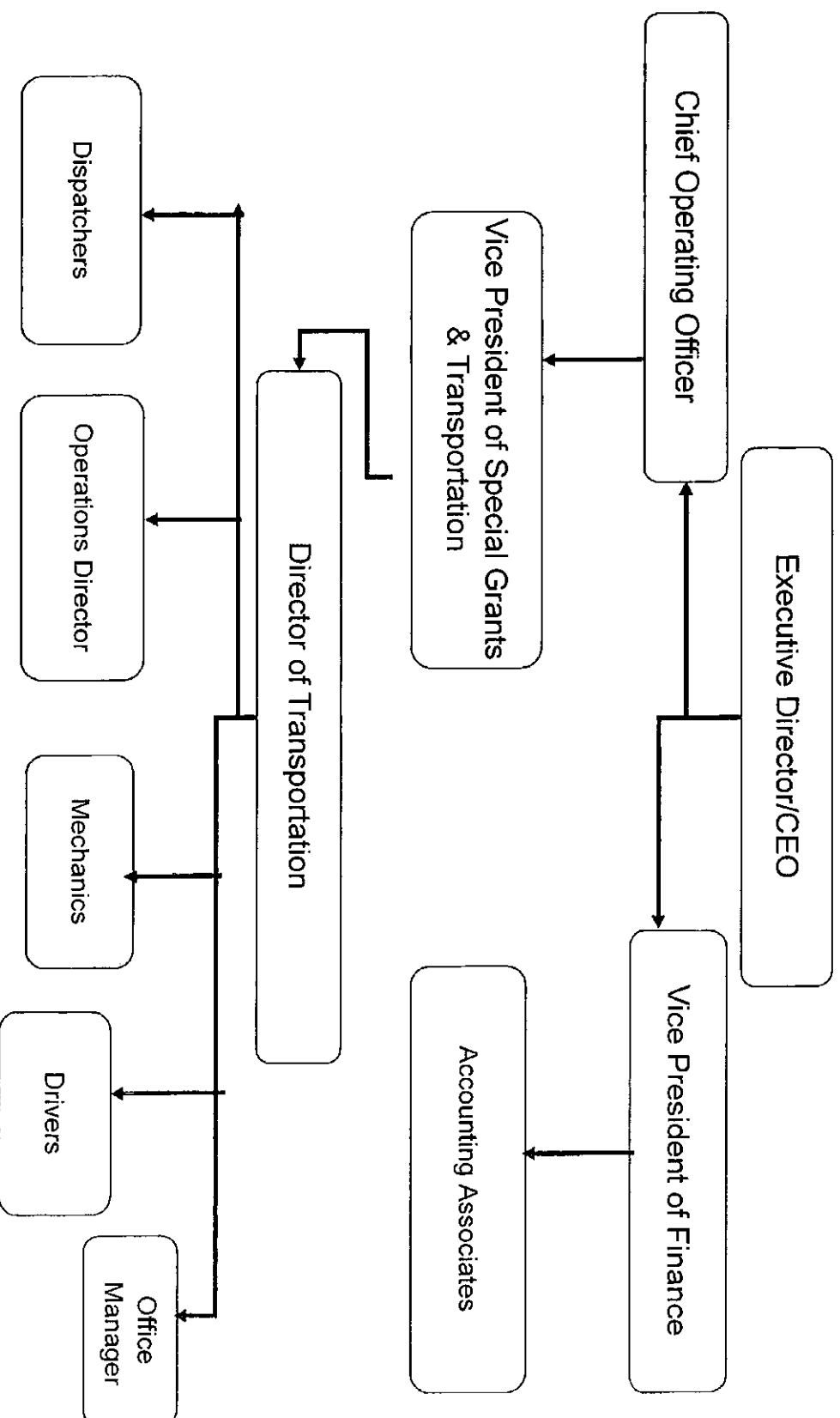
Job Title	Direct or Indirect Staff Position		Administrative or Operating Personnel		Full or Part-Time Position	
	Direct	Indirect	Admin.	Op.	Full-Time	Part-Time
Executive Director/CEO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	
Chief Operating Officer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	
VP of Special Grants & Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	
Director of Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Operations Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	
Dispatchers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3	
Office Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	
Mechanics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	1
Drivers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20	6
VP of Finance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	
Accounting Associates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4	
Total Human Resource Effort (expressed in FTEs)					35	7

For each operator, submit with this application an organization chart showing all functional divisions of the entity with a detailed organizational breakdown of the transportation unit as Attachment III.

Please supply copies of all contracts with the submittal of this application.

TCRC, Inc. DBA We Care  
March 1, 2025

## TRANSPORTATION







**Office of Intermodal Project Implementation**  
**Section 5311 Application**  
**Part II: Forms, Certifications, and Assurances**

**State Fiscal Year:** 2026

**Submitted by:**

**Legal Name of Applicant Agency:** Tazewell County

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## Data Input Sheet

The Section 5311 Application requires the applicant to complete various certifications and assurances. These forms require the applicant to fill-in various repetitive fields in order to be complete. On this page, complete all fields and the various forms will be auto-populated with the correct values; the applicant only needs to print, sign, and scan the executed assurance.

IDOT has also converted Exhibit I and J, previously Excel spreadsheets, to the new fillable form. Note these exhibits are formatted for 11 x 17 ledger size paper.

### Organization Status of the Applicant

Applicant is (select one): ☒ County ☐ City ☐ Mass Transit District

### Information About the Applicant

Applicant Name

TAZEWELL COUNTY

Name of Authorized Official to Execute Certifications:

Brett Grimm

Title of Authorized Official to Execute Certifications:

Tazewell County Board Chairman

Name of Applicant's Legal Counsel/Attorney:

Kevin Johnson

Name of the Applicant's Contact to Discuss Application:

Dawn Cook

Title of Applicant's Contact Person

PCOM

Name of the Governing Board

Tazewell County Board

Information for Completing the Enabling Ordinance and Board Resolution:

Ordinance Number:	Number, Elected Governing Board	Members Present for Vote	Aye Votes to Ordinance	Nay Votes to Ordinance	Abstaining Votes to Ordinance
			13	0	0

Day of Governing  
Board Adoption

27th

Month of Governing  
Board Adoption

March

Year of Governing  
Board Adoption

2024



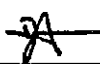
## Applicant's Certification of Intent

Applicant's Name:	Tazewell County		
Address 1:	11 S. 4th St.		
Address 2:			
City:	Pekin	State	IL Zip Code 61554

Applicant's Contact Person		Title
Dawn Cook		PCOM/Tazewell County EMA Director
Phone	Fax	E-mail
(309) 925-2271	(309) 925-3631	dcook@tazewell-il.gov

The applicant hereby applies to the State of Illinois through the Illinois Department of Transportation, Office of Intermodal Project Implementation, for grants under Article II and Article III of the Downstate Public Transportation Act for operating and administrative assistance for public transportation service.

### Officer or Official of the Applicant Organization

Signature	Date
	
Typed Name of Signature Above	
Brett Grimm	

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF  
SECTION 5311 GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWELL COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2026 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Tazewell County.

Section 2. That while participating in said operating assistance program, Tazewell County will provide all required local matching funds.

Section 3. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County such application.

Section 4. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2026.


Section 6. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2026.

PRESENTED and ADOPTED on this day \_\_\_\_ of \_\_\_\_\_, 2025.

Signature of Authorized Official

Date

Attest



Title

Tazewell County Board Chairman

# Public Transportation Applicant Ordinance

ORDINANCE NUMBER: \_\_\_\_\_

AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION  
IN TAZEWELL COUNTY, ILLINOIS

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Tazewell County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the Tazewell County Board Chairman and Tazewell County that:

Section 1. Tazewell County shall hereby provide public transportation within the county or counties limits.

Section 2. The clerk/secretary to the governing board of Tazewell County shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County a Grant Application to the Illinois Department of Transportation.

Section 5. That the Tazewell County Board Chairman of the Tazewell County Tazewell County Board is hereby authorized and directed to execute and file on behalf of Tazewell County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Tazewell County Board Chairman and the Tazewell County Board on this day \_\_\_\_ of \_\_\_\_\_, 2025, and deposited and filed in the office of the clerk/secretary on that date.

Elected Board Members: \_\_\_\_\_

Members Present at Vote: \_\_\_\_\_

Members Voting "Aye": \_\_\_\_\_ Members Voting "Nay": 0 Members Abstaining: 0

Signature of

Date

	
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Print Form



## Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF TAZEWEILL COUNTY:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, Tazewell County hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Tazewell County Board on this day \_\_\_\_ of \_\_\_\_\_, 2025.

Signature of Authorized Official

Date

	
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Authorized Official's Name Typed

Brett Grimm

Print Form



**As a recipient of Federal grant funding, the Illinois Department of Transportation (IDOT) is required to ensure that all subrecipients are in compliance with Title VI of the Civil Rights Act of 1964 rules, regulations, and Executive Orders, which govern Title VI on Federally-funded project. To ensure that subrecipient of Federal Transit Administration funding are in compliance with these requirements, your organization must complete the following questionnaire in its entirety.**

If you have questions on how to complete this form, please contact the Illinois Department of Transportation, Bureau of Civil Rights, Room 317, 2300 S. Dirksen Parkway, Springfield, IL 62764 or call (217) 782-2762.

Legal Name of Applicant

Date of Report

Tazewell County

March 19, 2025

**PART 1: TITLE VI PLAN & COMPLAINT PROCEDURES**

1.	Does your organization have a Title VI Program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
A.	If "Yes," does your organization's Title VI Program include:		
(i)	A Title VI notice to the public that indicates the applicant complies with Title VI, and informs members of the public of the protections against discrimination afforded to them by Title VI.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(ii)	Instructions to the public regarding how to file a Title VI discrimination complaint?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(iii)	A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the recipient since the time of the last submission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(iv)	A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(v)	A copy of the recipient's plan for providing language assistance to persons with limited English proficiency?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(vi)	A table depicting the racial breakdown of the membership of transit-related, non-elected planning boards, advisory councils or committees, or similar bodies (whose membership is selected to the applicant)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(vii)	If the applicant has constructed a transit facility, a copy a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2.	Does your system operate fixed route services?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
A.	If "Yes," does your organization's Title VI Program include:		
(i)	System-wide service standards for vehicle load factors, vehicle headways, on-time performance, and service availability?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(ii)	System-wide service policies for the distribution of transit amenities and vehicle assignment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**If you answered "Yes" above, then you must submit a copy of your organization's Title VI Program as part of the application process.**

If "No," in the space provided below, please explain how your organization plans to meet its Title VI Program obligations.

There are no transit non-elected boards, advisory councils, committees or similar bodies whose memberships are selected by the applicant.

## PART 2: NON-DISCRIMINATION POLICY & STATEMENT

Does your organization have a non-discrimination policy that is incorporated into a Statement of Nondiscrimination?



Yes



No

If your answered "Yes" above, then you must submit a copy of your organization's nondiscrimination policy statement as part of the application process.

If "No," in the space provided below, please explain.

*This text box will expand: type as much as necessary. Expansion will occur after tabbing to the next field.*

## PART 3: Title VI Coordinator/Specialists

Does your organization have a person employed who is responsible for handling civil rights issues and/or a Title VI Coordinator/Specialist?



Yes



No

If "Yes," then please provide the following information about the Title VI employee:

Name

Title

Mailing Address

Dawn Cook

PCOM

21304 State Route 9

City

State Zip

Telephone

Tremont

IL

61568

(309) 347-7148

## SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization, and that the information contained in this report is accurate and complete to the best of my knowledge.

Signature

Date



Printed Name

Brett Grimm

Printed Title

Tazewell County Board Chairman



## **Equal Employment Opportunity (EEO) Checklist**

**(page 1 of 2)**

### **EEO Overview**

Since 1977, USDOT has required recipients and subrecipients of transit funding meeting certain criteria to establish Equal Employment Opportunity (EEO) Programs and to comply with applicable laws and regulations.

FTA is responsible for ensuring that its recipients do not engage in employment discrimination:

A person may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance under this chapter because of race, color, religion, national origin, sex, disability, or age (49 U.S.C. § 5332(b)).

This provision applies to employment opportunities and supplements employment protections found in Title VI of the Civil Rights Act of 1964 (Title VI). The Title VI regulations prohibiting employment discrimination are found at 49 CFR § 21.5(c) - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. It is important to note that while Title VI and 49 CFR Part 21 only prohibit discrimination based on race, color, and national origin, Federal Transit Laws (49 U.S.C. § 5332) includes protections on the basis of religion, sex, disability, and age. In this context, the term 'sex' includes pregnancy, childbirth, or related medical conditions; gender identity; and sexual orientation.

Title VII of the Civil Rights Act of 1964 (Title VII), as amended by the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1991, prohibits discrimination on the basis of race, color, religion, national origin, or sex in all institutions with 15 or more employees -- including state and local governments and labor organizations. (42 U.S.C. §§ 2000e et seq.) Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) applies to private employers and state and local government employers with at least 15 employees, regardless of whether they receive federal financial assistance. It prohibits covered employers from discriminating on the basis of an applicant's or employee's genetic information (such as the results of genetic tests or family medical history), generally prohibits employers from acquiring genetic information of applicants and employees, and requires employers to keep genetic information confidential, with very limited exceptions. The U.S. Equal Employment Opportunity Commission (EEOC) is the enforcement authority for Title VII and provides official interpretation of employment laws that prohibit discrimination as outlined in 29 CFR Part 1600. EEOC enforces not only Title VII and GINA, but also the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973. FTA defers to the most current regulations and guidance issued by EEOC when making complaint and compliance determinations. EEOC regulations and guidance are incorporated by reference.

The FTA Master Agreement requires all applicants, recipients, subrecipients, and contractors receiving FTA funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. Any FTA applicant, recipient, subrecipient, and contractor who meet both of the following threshold requirements must implement all of the EEO Program elements:

- Employs 100 or more transit-related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

Agencies between 50 -99 transit-related employees are required to prepare and maintain an EEO Program that includes the Statement of Policy, dissemination plan, designation of personnel, assessment of employment practices, and a monitoring and reporting system. These smaller agencies are not required to conduct a utilization analysis with goals and timetables or to submit the EEO Program to FTA every four years. Instead, these agencies will be required to provide the EEO Program to FTA if requested by the Office of Civil Rights or for any State Management Review or Triennial Review.

This Circular applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories such as seniors, persons with disabilities, and rural assistance programs funded under Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. § 5310), Formula Grants for Rural Areas (49 U.S.C. § 5311), Bus and Bus facilities (49 U.S.C. § 5339), and other specialized grant programs funded through FTA.

FTA applicants, recipients, subrecipients, and contractors who do not meet the EEO Program threshold above are not required to submit an EEO Program to FTA, but are still required to comply with all Equal Employment Opportunity statutes and regulations.

## **Equal Employment Opportunity (EEO) Checklist**

**(page 2 of 2)**

Every four years, on a date determined by FTA, each recipient that meets the threshold described in section 1.4 of this Circular, is required to submit the following information to the Federal Transit Administration (FTA) as part of its EEO Program. Subrecipients of Section 5311 funding must submit the information below to the primary recipient (IDOT), on a schedule to be determined by IDOT.

☐ **Full EEO Program Requirements**

Any applicant, recipient, subrecipient, and contractor who:

- Employs 100 or more-transit related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
- OR -
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year

Must submit the full EEO Program, including the following elements, every year, to IDOT, as required:

- ☐ Statement of Policy
- ☐ Dissemination Plan
- ☐ Designation of Responsible Personnel
- ☐ Utilization Analysis
- ☐ Goals and Timetables
- ☐ Assessment of Employees' Practices
- ☐ Monitoring and Reporting Plan

☐ **Abbreviated EEO Program Requirements**

Any applicant, recipient, subrecipient, and contractor who:

- Employs 50 - 99 or more-transit related employees; and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year;
- OR -
- Requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year

Must submit the abbreviated EEO Program, including the following elements, to IDOT, as required:

- ☐ Statement of Policy
- ☐ Dissemination Plan
- ☐ Designation of Responsible Personnel
- ☐ Assessment of Employees' Practices
- ☐ Monitoring and Reporting Plan

☒ **Not Applicable (based on above stated requirements)**

**Submit this completed checklist with your application.**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING  
(For Federal Funding Over \$100,000)**

I, Brett Grimm, Tazewell County Board Chairman, hereby certifies on behalf of Tazewell County that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Applicant/Subrecipient

Tazewell County

Type or Print Name of Authorized Official

Brett Grimm

Signature

Date







**Illinois Department  
of Transportation**

**Equal Employment  
Opportunity Questionnaire**

Grantee Name

Tazewell County

1. Does your Public Transit system have more than 50 direct Employees and receive more than \$1,000,000 in combined Federal Capital and Operating assistance per year?

☐ Yes ☒ No

2. If you answered YES to the above question, have you attached your EEO Plan or Modified EEO Plan with your application in BlackCat?

☐ Yes ☐ No ☒ N/A

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.



- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

**1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### 1.3. Procurement.

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### 1.4. Suspension and Debarment.

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;



- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

##### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and



contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

## **5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

## **CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

## **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;



- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

### **CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.



**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

### **CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

### **CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.



## **CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

## **CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

**CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA  
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Tazewell County

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

<b>Category</b>	<b>Certification</b>
01    Certifications and Assurances Required of Every Applicant	<hr/>
02    Public Transportation Agency Safety Plans	<hr/>
03    Tax Liability and Felony Convictions	<hr/>
04    Lobbying	<hr/>
05    Private Sector Protections	<hr/>
06    Transit Asset Management Plan	<hr/>
07    Rolling Stock Buy America Reviews and Bus Testing	<hr/>
08    Urbanized Area Formula Grants Program	<hr/>
09    Formula Grants for Rural Areas	<hr/>
10    Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<hr/>
11    Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<hr/>



Certifications and Assurances

Fiscal Year 2026

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**


Name of the Applicant: Tazewell County

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature  Date: \_\_\_\_\_

Name Brett Grimm, Tazewell County Board Chairman Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): Tazewell County

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature  Date: 4/3/15

Name Kevin Johnson, Tazewell County State's Attorney Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*



# Non-Vehicle Inventory Summary

Instructions: Please complete the table below for all non-vehicle assets owned by your agency

Grantee	Capital Asset Use or Description	Contract No.	Asset ID or Serial No.	Title Holder	Location of Asset	State Grant No.	Federal Grant No.	Total Purchase Price	State Funds %	Federal Funds %	Days Placed in Service	Condition of Asset (ICPE)	Date of Last DOT Inspection	Date of Disposition
Equipment	Add Equipment	Delete Equipment												
Tazewell County	none													
Service Vehicles	Add Service Vehicle	Delete Service Vehicle												
Tazewell County	none													
Facilities	Add Facility	Delete Facility												
Tazewell County	Garage		Garage 1	Tazewell County	Morton, IL	RPT-86-51	86-323	\$210,000	42,000	20	\$168,000	580	7/17/1988	11/20/2019
Disposed Equipment	Add Disposed Equipment	Delete Disposed Equipment												
Tazewell County	none													

Does your agency own state pass-through, federally-funded real property (not including real property for which your agency received funding directly from the FTA)? ☐ Yes ☐ No

Certification: Grantee certifies under oath that, except as otherwise provided by Federal statutes or by the Federal awarding agency, any federally-funded real property will be used exclusively for the originally authorized purpose as long as needed for that purpose, during which time the grantee or subrecipient must not dispose of or encumber its title or other interests. Grantee certifies that when real property is no longer needed for the originally authorized purpose, the grantee will obtain disposition instructions from the Federal awarding agency or pass-through entity.

Signature & Date

Dawn Cook 3/28/25 Title Tazewell County PCOM





### Vehicle Inventory Summary

Vehicle Condition Code      Vehicle Status Code  
Excellent (E)      Active (A)  
Good (G)      Reserve (R)  
Fair (F)      Out-of-Service (O)  
Poor (P)      Replaced (RP)  
Inoperable (I)      Disposed (D)

Vehicle ID	This Holder/Owner	Operation	Bus Plate No.	Guests Per Year	Chassis Model	Vehicle Type and Seating Capacity	Vehicle Length (in ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Date Placed in Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last DOT Inspection	Vehicle Status
Paramount Vehicles	Add Paramount Vehicle	Delete Paramount Vehicle															
1F0FE4FS2AD802269	Tazewell County	TORC, Inc. DBA Wre Care	70	2010	Ford	Medium Duty 14	24	CAP04879	IL030236	\$57,746	60	2/24/2011	1/1/2019	366,602	I	1/23	O
1F0FE4FS4CDA19171	Tazewell County	TORC, Inc. DBA Wre Care	73	2012	Ford	Medium Duty 14	24	CAP04879	IL60025	\$57,714	60	2/16/2012	1/1/2018	365,991	P	6/24	R
1F0FE4FS2CDB21813	TORC, Inc. DBA Wre Care	TORC, Inc. DBA Wre Care	74	2012	Ford	Medium Duty 14	24	N/A	N/A	\$57,727	0	10/16/2012	0	352,027	P	10/24	R
1F0FE4FS9E0B17342	TORC, Inc. DBA Wre Care	TORC, Inc. DBA Wre Care	75	2014	Ford	Medium Duty 14	24	N/A	N/A	\$61,106	0	10/24/2014	0	321,954	P	10/24	A
1F0FE4FS1QDC07601	Tazewell County	TORC, Inc. DBA Wre Care	76	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,808	0	10/9/2015	1/1/2023	331,685	P	10/24	A
1F0FE4FS3QDC07602	Tazewell County	TORC, Inc. DBA Wre Care	77	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,808	0	10/9/2015	1/1/2023	347,310	P	9/24	A
1F0FE4FS5QDC07603	Tazewell County	TORC, Inc. DBA Wre Care	78	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,808	0	10/9/2015	1/1/2023	288,616	P	10/24	A
1F0FE4FS7QDC07604	Tazewell County	TORC, Inc. DBA Wre Care	79	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,808	0	10/9/2015	1/1/2023	310,113	P	9/24	A
1F0FE4FS3QDC07605	Tazewell County	TORC, Inc. DBA Wre Care	80	2016	Ford	Medium Duty 14	24	CAP131021	N/A	\$55,808	0	10/9/2015	1/1/2023	329,192	P	10/24	A
1F0FE4FS9HDC07606	Tazewell County	TORC, Inc. DBA Wre Care	81	2016	Ford	Medium Duty 14	24	CAP131021	IL3420007	\$56,755	100	7/20/2016	1/1/2023	321,067	P	9/24	A
1F0FE4FS8HDC07608	Tazewell County	TORC, Inc. DBA Wre Care	83	2017	Ford	Medium Duty 14	24	CAP131021	IL18X031	\$56,755	100	7/20/2016	1/1/2023	280,628	P	12/24	A
1F0FE4FSXJDC35432	Tazewell County	TORC, Inc. DBA Wre Care	84	2017	Ford	Medium Duty 14	24	CAP131021	IL201708	\$56,755	100	12/9/2017	1/1/2025	176,208	G	12/24	A
1F0FE4FS8JDC35445	Tazewell County	TORC, Inc. DBA Wre Care	85	2018	Ford	Medium Duty 14	24	CAP131021	IL201718	\$58,162	100	12/9/2017	1/1/2025	184,536	G	11/24	A
1F0FE4FS9JDC35445	Tazewell County	TORC, Inc. DBA Wre Care	86	2018	Ford	Medium Duty 14	24	CAP131021	IL2018015	\$59,156	100	10/12/2018	1/1/2026	173,249	G	11/24	A
1F0FE4FS9JDC35445	Tazewell County	TORC, Inc. DBA Wre Care	87	2021	Ford	Medium Duty 14	24	CAP131021	IL2018015	\$59,156	100	10/12/2018	1/1/2026	118,158	E	11/24	A
1F0FE4FS9JDC35445	Tazewell County	TORC, Inc. DBA Wre Care	88	2021	Ford	Medium Duty 14	24	CAP131021	IL2020006	\$60,247	100	12/10/2020	1/1/2028	184,211	G	11/24	A
1F0FE4FS9JDC35445	Tazewell County	TORC, Inc. DBA Wre Care	91	2025	Ford	Medium Duty 14	24	CAP131021	N/A	\$122,854	0	11/17/2024	1/1/1932	9,450	E	10/24	A
1F0FE4FS9JDC35445	Tazewell County	TORC, Inc. DBA Wre Care	92	2025	Ford	Medium Duty 14	24	CAP131021	N/A	\$122,854	0	11/17/2024	1/1/1932	10,383	E	10/24	A
Fixed Route Vehicles	Add Fixed Route Vehicle	Delete Fixed Route Vehicle															
ARRA Funded Vehicles	Add ARRA Vehicle	Delete ARRA Vehicle															

Section 5309 Vehicles	Manufacturer/Owner	Operator	Bus Fleet No.	Grant Year	Character	Vehicle Type and Seating Capacity	Vehicle Length (in Ft.)	State Grant No.	Federal Grant No.	Acquisition Cost	Rate of Federal Participation	Days Placed in Service	FTA Eligible Replacement Date	Current Mileage	Current Vehicle Condition	Date of Last DOT Inspection	Vehicle Status
Disposed Vehicles	Add Disposed Vehicle	Delete Disposed Vehicle															
1FAHP2415TG145247	We Care, Inc. of Morton	We Care, Inc. of Morton	49	2,007	Ford	Car	4	N/A	N/A	\$14,504	0	7/12/2010	0	292,513	I	1/11/2016	D
1FA8P0H7XFR295095	We Care, Inc. of Morton	We Care, Inc. of Morton	52	2,015	Ford	Car	4	N/A	N/A	\$12,500	0	5/16/2019	0	112,475	I	0	D
1FD0E4S5890A13735	We Care, Inc. of Morton	We Care, Inc. of Morton	61	2,008	Ford	Medium Duty 14	24	N/A	N/A	\$47,570	0	2/22/2008	0	333,741	I	1/11/2016	D
1FD0E4S090A82287	Tazewell County	We Care, Inc. of Morton	66	2,008	Ford	Medium Duty 14	24	CAF04879	IL030230	\$57,714	80	2/25/2010	1/1/2018	364,957	I	1/11/2016	D
1FD0E4FS0C0DA21596	TCRC, Inc. DBA We Care	TCRC, Inc. DBA We Care	71	2,012	Ford	Medium Duty 14	24	N/A	N/A	\$57,727	0	1/18/2012	0	374,429	I	0	D
1FD0E4FS2C0DA18170	Tazewell County	We Care, Inc. of Morton	72	2,012	Ford	Medium Duty 14	24	CAF04879	IL80025	\$57,714	80	2/25/2010	1/1/2018	381,413	I	1/14/2016	D
1FD0E4FS8G0C050706	Tazewell County	TCRC, Inc. DBA We Care	82	2,016	Ford	Medium Duty 14	24	CAF131021	IL18X031	\$56,755	100	7/20/2016	1/1/2023	179,534	I	7/20/2016	D

**Grantee**[illegible]





## Description of Applicant's Organization

1. Individual authorized by the Applicant to submit this application

Authorized Official Signature (must be same as listed on OP-1) Date

	
---	--

Title

Tazewell County Board Chairman

2. Individual directly responsible for the implementation of the Program of Proposed Expenditures

Name

Dawn Cook

Title

PCOM - Director of Tazewell County EMA

3. Individual directly authorized to sign and certify the Quarterly Financial Reports (OP-10 forms)

Name

Dawn Cook

Title

PCOM - Director of Tazewell County EMA

4. Year Created 5. Means Created

1827

Ordinance

6. Does your Agency have special tax authority for transit? ☐ Yes ☒ No If "Yes", what is:

a. the current level your Agency will tax at in FISCAL YEAR

b. the total FISCAL YEAR estimated revenue

c. the total FISCAL YEAR actual revenue

7. Please attach a full description or map of your Agency's territorial boundaries as defined on the next page and provide the following information regarding your Territorial Boundaries:

City/County	Population	Square Miles	Pop Density
Tazewell County	131,340	658	200

8. Please attach a full description and map of your Agency's service area as defined below.

9. Please attach a full description and map of your Agency's contiguous-area service as defined below.

10. Please attach a full description or map of any services provided by your Agency identified as ineligible service. (Note: Any revenue or expense associated with these services should be excluded from budget.)

11. Transit System Management ☐ In-House Management ☒ Contract Management

12. Date of Grantee (not Operator) SAM.gov Expiration

02/28/26

### DESCRIPTION

Service Area

A participant's territorial boundaries, plus any eligible Service Extensions, plus any Contiguous-Area Service. (See 30 ILCS 740.)

Contiguous-Area Service

Service provided by a participant within any county that is contiguous to its territorial boundaries as defined by the Department and subject to Departmental approval. Participant must certify to the Department that any such contiguous-area service provided after July 1, 2007, meets the requirements of 30 ILCS 740/2-5.1 in order to receive reimbursement for the service.

(See 30 ILCS 740/2-7(b-20).)

Service Extensions

Service that is provided beyond the participant's territorial boundaries, where one end of a passenger trip (either origin or destination) is within the territorial boundaries.

(See 70 ILCS 3615 and 30 ILCS 740/2-5.)

### Territorial Boundaries for:

Municipal Participants

The municipal or corporate boundaries of the participant.

Mass Transit Districts

The district boundaries on file with the Illinois Secretary of State's Office. (See 70 ILCS 3610/5.)

### INELIGIBLE SERVICE

- Service operated totally outside a participant's territorial boundaries, unless it is Contiguous Area Service allowed for under 30 ILCS 740/2-7(b-20).
- Effective FY2002: Service extensions beyond a Mass Transit District's territorial limits which do not have documented approval of the required governing bodies. (See 70 ILCS 3610/5).
- Service extensions beyond a Section 5311 recipient's territorial boundaries which are non-incidental service within urbanized areas. (See Section 5311 program guidelines.)



**6B: VEHICLE USE**

Passenger, by Fare Type and Category	Estimated Directly Operated Service		
	Revenue Vehicle Miles	Revenue Vehicle Hours	Vehicles Operated in Peak Service
<b>Fixed Modes</b>			
Fixed Route			
Commuter Bus			
Intercity Bus			
Flexible Route			
<b>Total - Fixed Modes</b>			
<b>Demand Modes</b>			
Demand Response	390,000	15,000	14
Complementary Paratransit			
<b>Total - Demand Modes</b>	<b>390,000</b>	<b>15,000</b>	<b>14</b>
<b>Total</b>	<b>390,000</b>	<b>15,000</b>	<b>14</b>

**6C: PASSENGERS**

Provide estimated passenger counts, by Type of Service, by Fare Category.

Measure	Estimated Directly Operated Service	
	Fixed Mode Passengers	Demand Mode Passengers
<b>Passenger Paid Fares</b>		
Adult Fare		10,000
Senior Citizen Fare		10,000
Student Fare		
Child Fare		
Disabled Fare		
<b>Total - Passengers, by Fare Paid</b>		<b>20,000</b>
<b>Organization Paid Fares</b>		
Organization Paid Fares		16,000
<b>Total - Passengers, Organization Paid</b>		<b>16,000</b>
<b>Total</b>		<b>36,000</b>

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to authorize the 2<sup>nd</sup> quarterly payment for 2025 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-25-16 approved an agreement with GPEDC for twelve months from January 1, 2025 through December 31, 2025; and


WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 2<sup>nd</sup> quarter investment for 2025.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, Finance, and the Auditor of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



INVOICE

Greater Peoria Economic  
Development Council  
201 SW Adams St  
Peoria, IL 61602-1407

csetti@greaterpeoriaedc.org  
+1 (309) 495-5910



;Tazewell County Treasurer

Bill to  
David Zimmerman  
Tazewell County  
11 S. Fourth St., Suite 432  
Pekin, IL 61554

Invoice details

Invoice no.: GPEDC\_2025-31  
Terms: Net 60  
Invoice date: 04/03/2025  
Due date: 06/02/2025

Description	Amount
2025 GPEDC Investment 2 of 4	\$18,750.00

Total \$18,750.00

Ways to pay

BANK

View and pay

## **COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

---

### **RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to add to the list of project requests for federal community project funding and other funding sources if the opportunity becomes available, and set the priority of projects; and

WHEREAS, the County Board approved resolution E-25-23 on February 26, 2025 designating the following two transportation projects as the priorities for submitting funding requests:

- Bridge replacement for Hopedale Road over Little Mackinaw Creek (Structure 090-3024; Section 23-00040-00-BR)
- Road widening of Muller Road from East Peoria to Morton (Section 22-00019-00-WR) on February 26, 2025 (Resolution E-25-23); and

WHEREAS, the Bridge Replacement for Furrow Road over Lost Creek project was selected to receive \$500,000 through the 2025 federal community project funding process last year through the project nomination by Congressman LaHood; and

WHEREAS, federal appropriations for the 2025 federal community project funding are unlikely since a continuing resolution is funding the federal government for the remainder of the year, which does not include the funding; and

WHEREAS, the Bridge Replacement for Furrow Road (TR 141) over Lost Creek remains a high priority for the County and should be resubmitted with first priority for funding opportunities, including resubmitting for the 2026 community project funding based on the following description:

This project consists of the replacement of an existing bridge structure that has passed its design-life with being built in 1961, and carries the two-lane Township Road (Furrow Road, TR 141) over Lost Creek in the south outskirts of Pekin, IL in Tazewell County. The bridge serves residents, business, and agricultural transportation. Due to the present bridge being in a "dog-leg" alignment as it crosses Lost Creek, with current traffic, it presents safety concerns. Other detrimental characteristics include decaying timber piling, a narrow width impeding wider implements of

husbandry, and closed abutments which restrict the water flow of Lost Creek. This existing bridge is restricted to less than legal loads, thereby impeding agri-business.

WHEREAS, the two previously identified projects in resolution E-25-23 shall continue to be priorities for funding sources, subordinate to the Furrow Road Bridge Project.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorize the submittal of the projects for community project funding and other funding if the opportunity becomes available.

BE IT FURTHER RESOLVED that the County Clerk notify the Highway Engineer and the County Board of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk  
\_\_\_\_\_  
Tazewell County Board Chairman



**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint John Bisanz of 103 Cayman, Washington, IL to the Board of Review for a term commencing June 01, 2025 and expiring May 31, 2027.

---

**COMMITTEE REPORT**

To: Tazewell County Board  
From: Executive Committee

The Committee has reviewed the reappointment of John Bisanz to the Board of Review and we recommend said appointment to be approved.

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**R E S O L U T I O N O F A P P R O V A L**

The Tazewell County Board hereby approves the reappointment of John Bisanz to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 30<sup>th</sup> DAY OF April, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jimmy Stevens of 8 Wilmar Terrace, East Peoria, IL to the Board of Review for a term commencing June 01, 2025 and expiring May 31, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jimmy Stevens to the Board of Review and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jimmy Stevens to the Board of Review.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Board Chairman of this action.

PASSED THIS 30<sup>th</sup> DAY OF April, 2025.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby appoint Nic Maquet, 111 S. Capitol Street, Pekin, IL to the Lake Arlann Drainage District for a term commencing May 1, 2025 and expiring August 31, 2025.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Nic Maquet to the Lake Arlann Drainage District and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Nic Maquet to the Lake Arlann Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Wilbert Grimm of 1600 Gingoteague Way, Pekin, IL to the Lake Arlann Drainage District for a term commencing January 01, 2025 and expiring December 31, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Wilbert Grimm to the Lake Arlann Drainage District and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Wilbert Grimm to the Lake Arlann Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Samantha Severns, 105 Morton Street, Creve Coeur, IL 61610 to the Greater Creve Coeur Sanitary District for a term commencing May 1, 2025 and expiring April 30, 2028.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Samantha Severns to the Greater Creve Coeur Sanitary District and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Samantha Severns to the Greater Creve Coeur Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Caitlin Paluska of this action.

PASSED THIS 30th DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brad Brooks of 1300 Highview Road, East Peoria, IL 61611, to the East Peoria Sanitary District for a term commencing May 01, 2025 and expiring April 30, 2028.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Brad Brooks to the East Peoria Sanitary District and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Brad Brooks to the East Peoria Sanitary District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Dick Williams, 139 E. Washington Street, East Peoria, IL 61611.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Lori Prater of 2229 Mar Vista Drive, Washington, Illinois 61571 to the Northern Tazewell Fire Department board for a term commencing May 1, 2025 and expiring April 30, 2027.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Lori Prater to the Northern Tazewell Fire Department board and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Lori Prater to the Northern Tazewell Fire Department board.

The County Clerk shall notify the County Board Office and Mark F. Rossi Law Office.

PASSED THIS 30th DAY OF APRIL, 2025.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Kathy Perhay of 2 Colonial Court, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing March 01, 2025 and expiring February 28, 2028.

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**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Kathy Perhay to the Northern Tazewell Fire Protection District and we recommend said reappointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Kathy Perhay to the Northern Tazewell Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Arthur Kingery, 416 Main St., Ste. 915, Peoria, IL 61602 of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
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Tazewell County Board Chairman