



In-Place Transportation Committee Agenda

Greg Menold – Chairman
James Carius Conference Room
Wednesday, January 28, 2026
During County Board Meeting

I. Roll Call

II. New Business

- T-26-01 A. Recommend to Approve Resolution – Tandem Axle Trucks
- T-26-02 B. Recommend to Approve Resolution – 25-00026-08-DR – Toboggan Ave. Wingwall Reconstruction
- T-26-03 C. Recommend to Approve Resolution – 21-00000-00-SP – LPA Eng. Services Agreement

III. Recess

Members: Chairman Greg Menold, Nancy Proehl, Kaden Nelms, Nick Graff, Tammy Rich-Stimson, Joe Woodrow, Deene Milam

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.

R E S O L U T I O N

WHEREAS, the Transportation Committee received bids for two (2) new Tandem Axle Truck including 15' dump body, hoist, hydraulics, front plow, wing plow, salt spreader, and pre-wet system installed and;

WHEREAS, the low bid results are as follows:

TCHD EQUIPMENT UNIT NO.	LOWEST BIDDER	YEAR / MODEL	AMOUNT
UNIT #18	Truck Centers, Inc.	2027 Western Star 49X	\$275,115.00
UNIT #23	Truck Centers, Inc.	2027 Western Star 49X	\$278,115.00

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bids as listed herein for two (2) new tandem axle trucks with equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559.

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 the County Engineer of Highways of this action.

ADOPTED this 28th day of January, 2026

ATTEST:

County Clerk

County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 1

Tazewell County		DATE: January 15, 2026	Truck Centers, Inc.	JX Truck Center	Nextran	CIT Trucks
New TCHD Unit #18						
ITEM NO.	ITEM	TOTAL	TOTAL	TOTAL	TOTAL	
A	New Tandem Axle Truck	\$ 320,115.00	\$ 332,028.31	\$ 322,902.00	\$ 334,187.00	
B	Trade-In Allowance	\$ 45,000.00	\$ 27,000.00	\$ -	\$ -	
C	Net Cost not to Exceed	\$ 275,115.00	\$ 305,028.31	\$ 322,902.00	\$ 334,187.00	
		Western Star	Peterbilt	Mack	Kenworth	

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 1

Tazewell County		DATE: January 15, 2026	Truck Centers, Inc.	JX Truck Center	Nextran	CIT Trucks
New TCHD Unit #23						
ITEM NO.	ITEM	TOTAL	TOTAL	TOTAL	TOTAL	
A	New Tandem Axle Truck	\$ 320,115.00	\$ 332,028.31	\$ 322,902.00	\$ 334,187.00	
B	Trade-In Allowance	\$ 42,000.00	\$ 27,000.00	\$ -	\$ -	
C	Net Cost not to Exceed	\$ 278,115.00	\$ 305,028.31	\$ 322,902.00	\$ 334,187.00	
		Western Star	Peterbilt	Mack	Kenworth	

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.

R E S O L U T I O N

WHEREAS, the Transportation Committee received bids; and

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

Section 25-00026-08-DR (Wingwall Reconstruction on Toboggan Ave.): To Knapp Concrete Contractors, Inc. in the amount of \$57,744.00 to be paid from County Bridge Funds, Line Item 214-400-5581.

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

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

ADOPTED this 28th day of January, 2026

ATTEST:

County Clerk

County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 2

Tazewell County Toboggan Ave Wingwall Repair Sec. 25-00026-08-DR		DATE: January 15, 2026				Knapp Concrete Contractors, Inc.		Stark Excavating, Inc.		Illinois Civil Contractors, Inc.	
APPROVED ESTIMATE: \$ 49,490.00				BID: \$ 57,744.00		BID: \$ 74,346.30		BID: \$ 84,588.70			
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	STONE RIPRAP CL A4	TON	40	\$ 100.00	\$ 4,000.00	\$ 108.00	\$ 4,320.00	\$ 106.00	\$ 4,240.00	207.13	\$ 8,285.20
2	CONCRETE REMOVAL	CU YD	5	\$ 200.00	\$ 1,000.00	\$ 720.00	\$ 3,600.00	\$ 698.00	\$ 3,490.00	3055.1	\$ 15,275.50
3	STRUCTURE EXCAVATION	CU YD	59	\$ 40.00	\$ 2,360.00	\$ 96.00	\$ 5,664.00	\$ 81.00	\$ 4,779.00	\$ 73.34	\$ 4,327.06
4	CONCRETE STRUCTURES	CU YD	10	\$ 2,000.00	\$ 20,200.00	\$ 1,800.00	\$ 18,180.00	\$ 2,100.00	\$ 21,210.00	\$ 2,673.16	\$ 26,998.92
5	REINFORCEMENT BARS	POUND	2,140	\$ 4.00	\$ 8,560.00	\$ 3.60	\$ 7,704.00	\$ 3.00	\$ 6,420.00	\$ 2.46	\$ 5,264.40
6	REINF BARS, EPOXY CTD	POUND	730	\$ 5.00	\$ 3,650.00	\$ 6.00	\$ 4,380.00	\$ 4.51	\$ 3,292.30	\$ 2.46	\$ 1,795.80
7	GRANULAR BACKFILL STR	CU YD	59	\$ 80.00	\$ 4,720.00	\$ 144.00	\$ 8,496.00	\$ 185.00	\$ 10,915.00	\$ 115.30	\$ 6,802.70
8	TRAF CONT & PROT SPL	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00	\$ 20,000.00	\$ 20,000.00	\$ 15,839.12	\$ 15,839.12

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 2 of 2

Tazewell County Toboggan Ave Wingwall Repair Sec. 25-00026-08-DR		DATE: January 15, 2026				Laverdiere Construction, Inc.		Otto Baum Company, Inc.			
		APPROVED ESTIMATE: \$ 49,490.00				BID: \$ 108,029.10		BID: \$ 110,900.00		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	STONE RIPRAP CL A4	TON	40	\$ 100.00	\$ 4,000.00	\$ 160.00	\$ 6,400.00	\$ 269.79	\$ 10,791.60	\$ -	\$ -
2	CONCRETE REMOVAL	CU YD	5	\$ 200.00	\$ 1,000.00	\$ 2,200.00	\$ 11,000.00	\$ 943.01	\$ 4,715.05	\$ -	\$ -
3	STRUCTURE EXCAVATION	CU YD	59	\$ 40.00	\$ 2,360.00	\$ 60.00	\$ 3,540.00	\$ 88.56	\$ 5,225.04	\$ -	\$ -
4	CONCRETE STRUCTURES	CU YD	10	\$ 2,000.00	\$ 20,200.00	\$ 2,921.00	\$ 29,502.10	\$ 4,676.06	\$ 47,228.21	\$ -	\$ -
5	REINFORCEMENT BARS	POUND	2,140	\$ 4.00	\$ 8,560.00	\$ 4.00	\$ 8,560.00	\$ 2.50	\$ 5,350.00	\$ -	\$ -
6	REINF BARS, EPOXY CTD	POUND	730	\$ 5.00	\$ 3,650.00	\$ 4.00	\$ 2,920.00	\$ 4.18	\$ 3,051.40	\$ -	\$ -
7	GRANULAR BACKFILL STR	CU YD	59	\$ 80.00	\$ 4,720.00	\$ 273.00	\$ 16,107.00	\$ 226.05	\$ 13,336.95	\$ -	\$ -
8	TRAF CONT & PROT SPL	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 21,201.75	\$ 21,201.75	\$ -	\$ -

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, there exists a proposed improvement to various guardrail locations within the tri-county area; and

WHEREAS, Tazewell County was determined to be the lead agency of the Tri-County Multi-Jurisdictional Guardrail Improvement Project; and

WHEREAS, Tazewell County as part of Resolution T-23-12 has entered into an *Intergovernmental Cooperation Agreement*; and

WHEREAS, as part of said improvement it is necessary for the attached *Local Public Agency Engineering Services Agreement* to be completed between Tazewell County and Maurer-Stutz, Inc. for Phase III construction engineering services; and

WHEREAS, the *Intergovernmental Cooperation Agreement* is hereby attached and identified as being part of this attached *Local Public Agency Engineering Services Agreement*; and

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

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Engineering Services Agreement* and authorize the County Board Chairman to sign said agreement; and

WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

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

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

ADOPTED this 28th day of January, 2026

ATTEST:

County Clerk

County Board Chairman



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For

Federal CE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency Tazewell County	County Tazewell	Section Number 21-00000-00-SP	Job Number C-94-017-23
Project Number TKUI(239)	Contact Name Dan Parr	Phone Number (309) 925-5532	Email dparr@tazewell-il.gov

SECTION PROVISIONS

Local Street/Road Name Various Counties	Key Route Various	Length	Structure Number Various
Location Termini	<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>		

Project Description

Guardrail Improvements in various location through Peoria, Tazewell and Woodford Counties

Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Maurer-Stutz, Inc.	Contact Name Curtis J Lynn	Phone Number (309) 693-7615	Email cjlynn@mstutz.com
Address 3116 N Dries Lane, Suite 100	City Peoria	State IL	Zip Code 61604

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT E: Intergovernmental Cooperation Agreement**

- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

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

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

Method of Compensation:

- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

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

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

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

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

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the

suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
- If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and

- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	271013849	\$325,020.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
	Prime Consultant Total	\$325,020.00
	Total for all work	\$325,020.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type
Local Public Agency
of

By (Signature & Date)
By (Signature & Date)

Local Public Agency Local Public Agency Type
 County Clerk
Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
By (Signature & Date)
Title
Associate Vice President

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Maurer-Stutz, Inc.	Tazewell	21-00000-00-SP

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Furnish or cause to be furnished:

A resident construction supervisor, inspectors, and other technical personnel to perform the following work:

Observation of the work as needed and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.

Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

Revision of contract drawings to reflect as built conditions.

Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Maurer-Stutz, Inc.	Tazewell	21-00000-00-SP

EXHIBIT B
PROJECT SCHEDULE

Provide construction inspection as needed while contractor is working.

Local Public Agency Tazewell County	Prime Consultant (Firm) Name Maurer-Stutz, Inc.	County Tazewell	Section Number 21-00000-00-SP
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Exhibit C
Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, Due date of submittal: 12/08/25

Method(s) used for advertisement and dates of advertisement

Pekin Daily Times and TCRPC's website. Additionally, this solicitation was sent to consultants that subscribe to Tri-County's procurement email list

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	5%
Firm Experience and Expertise	30%
Staff Experience and Expertise	30%
Workload Capacity	10%
Past Performance	15%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

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Top three consultants ranked for this project in order

1	Maurer-Stutz, Inc
2	Terra Engineering
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Maurer-Stutz, Inc.	Tazewell	21-00000-00-SP
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Local Public Agency

Tazewell County

County

Tazewell

Section Number

21-00000-00-SP

Prime Consultant (Firm) Name

Maurer-Stutz, Inc.

Prepared By

Curtis J Lynn

Date

12/22/2025

Consultant / Subconsultant Name

Maurer-Stutz, Inc.

Job Number

C-94-017-23

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

Remarks

Provide Phase III Construction Engineering for Guardrail Improvement Project throughout Tazewell, Peoria and Woodford Counties.

PAYROLL ESCALATION TABLE

CONTRACT TERM	10	MONTHS
START DATE	3/1/2026	
RAISE DATE	7/1/2026	
END DATE	12/31/2026	

OVERHEAD RATE	182.87%
COMPLEXITY FACTOR	0
% OF RAISE	3.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2026	7/1/2026	4	40.00%
1	7/2/2026	1/1/2027	6	61.80%

The total escalation = 1.80%

Local Public Agency	County	Section Number
Tazewell County	Tazewell	21-00000-00-SP
Consultant / Subconsultant Name		Job Number
Maurer-Stutz, Inc.		C-94-017-23

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	1.80%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Professional Engineer IX	\$75.00	\$76.35
Professional Engineer VIII	\$75.00	\$76.35
Professional Engineer VII	\$65.83	\$67.01
Professional Engineer VI	\$57.00	\$58.03
Professional Engineer V	\$49.13	\$50.01
Professional Engineer IV	\$46.50	\$47.34
Engineer V	\$42.00	\$42.76
Engineer IV	\$41.00	\$41.74
Engineer III	\$39.50	\$40.21
Engineer II	\$36.44	\$37.10
Professional Land Surveyor VII	\$59.75	\$60.83
Professional Land Surveyor V	\$49.75	\$50.65
Structural Engineer VI	\$64.00	\$65.15
Scientist/Design Technologist VI	\$43.25	\$44.03
Scientist/Design Technologist V	\$40.00	\$40.72
Scientist/Design Technologist III	\$34.00	\$34.61
Technician V	\$38.50	\$39.19
Technician III	\$29.00	\$29.52
Technician II	\$23.29	\$23.71
Technician I	\$20.50	\$20.87
Geospatial Manager VII	\$57.00	\$58.03
Geospatial Engineer VI	\$47.50	\$48.36
Geospatial Specialist II	\$34.25	\$34.87
Geospatial Specialist I	\$30.50	\$31.05
Project Administrator III	\$30.00	\$30.54
Project Administrator V	\$34.13	\$34.74

Local Public Agency	County	Section Number
Tazewell County	Tazewell	21-00000-00-SP
Consultant / Subconsultant Name	Job Number	
Maurer-Stutz, Inc.	C-94-017-23	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

Total **0.00** **0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	241	\$90.00	\$21,690.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$21,690.00

Local Public Agency

Tazewell County

Consultant / Subconsultant Name

Maurer-Stutz, Inc.

County

Tazewell

Section Number

21-00000-00-SP

Job Number

C-94-017-23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 182.87%

COMPLEXITY FACTOR

Local Public Agency

Tazewell County

County

Tazewell

Section Number

21-00000-00-SP

Consultant / Subconsultant Name

Maurer-Stutz, Inc.

Job Number

C-94-017-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Engineering														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer IX	76.35	0.0																	
Professional Engineer VIII	76.35	0.0																	
Professional Engineer VII	67.01	400.0	19.05%	12.76	400	19.05%	12.76												
Professional Engineer VI	58.03	0.0																	
Professional Engineer V	50.01	0.0																	
Professional Engineer IV	47.34	0.0																	
Engineer V	42.76	0.0																	
Engineer IV	41.74	0.0																	
Engineer III	40.21	0.0																	
Engineer II	37.10	0.0																	
Professional Land Surveyor	60.83	0.0																	
Professional Land Surveyor	50.65	0.0																	
Structural Engineer VI	65.15	0.0																	
Scientist/Design Technolog	44.03	0.0																	
Scientist/Design Technolog	40.72	1,700.0	80.95%	32.96	1700	80.95%	32.96												
Scientist/Design Technolog	34.61	0.0																	
Technician V	39.19	0.0																	
Technician III	29.52	0.0																	
Technician II	23.71	0.0																	
Technician I	20.87	0.0																	
Geospatial Manager VII	58.03	0.0																	
Geospatial Engineer VI	48.36	0.0																	
Geospatial Specialist II	34.87	0.0																	
Geospatial Specialist I	31.05	0.0																	
Project Administrator III	30.54	0.0																	
Project Administrator V	34.74	0.0																	
		0.0																	
TOTALS		2100.0	100%	\$45.73	2100.0	100.00%	\$45.73	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Exhibit E
Intergovernmental Cooperation Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN THE

COUNTY OF TAZEWELL,

CITY OF PEORIA IN THE COUNTY OF PEORIA,

VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA,

TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA,

TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA,

CITY OF PEKIN IN THE COUNTY OF TAZEWELL,

VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL,

TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL,

TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL,

TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL,

TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL,

TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL,

AND THE

TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD,

ALL IN THE STATE OF ILLINOIS,

FOR

THE

TRI-COUNTY MULTI-JURISDICTIONAL

GUARDRAIL IMPROVEMENT PROJECT

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Peoria and the Village of Bartonville, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Hallock and Limestone, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Pekin and the Village of Morton, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Deer Creek, Groveland, Morton, Tremont and Washington, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, the Township Road District of Greene, in the County of Woodford, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the aforementioned units of local government is a local highway authority responsible for the public roads under their respective jurisdiction as codified in the Illinois Highway Code; and,

WHEREAS, Tri-County Regional Planning Commission, hereafter TCRPC, is the Regional Planning Commission for the Tri-County Region of Peoria, Tazewell and Woodford Counties, in the State of Illinois; and,

WHEREAS, TCRPC staff offered to local highway authorities in said Tri-County Region to include their roadside safety hardware, hereafter guardrail, in an inventory to be used to apply for funding to upgrade and improve guardrail; and,

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, each of the aforementioned units of local government, hereafter Local Agencies, did provide to TCRPC guardrail locations within the public roads under each of their respective jurisdictions and did consent to inclusion of such guardrail in the TCRPC guardrail inventory to be included in applications for such funding opportunities; and,

WHEREAS, TCRPC staff did inventory such local agency guardrail locations as their resources allowed and did submit to the Illinois Department of Transportation, hereafter IDOT, an application for federal Highway Safety Improvement Program, hereafter HSIP, funding for said guardrail improvements; and,

WHEREAS, TCRPC was awarded the IDOT administered HSIP grant; and,

WHEREAS, IDOT will not allow TCRPC to serve as the lead agency for the HSIP funded guardrail improvement project, hereafter Project, and requires a unit of local government to serve as the lead agency; and,

WHEREAS, TCRPC, the Local Agencies and IDOT jointly determined Tazewell County, State of Illinois would serve as the lead agency for the Project; and,

WHEREAS, no unit of local governmental may be held legally responsible for costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail; and,

WHEREAS, the continued cooperation of the Local Agencies is in the public interest; and,

WHEREAS, Intergovernmental Cooperation Act (5 ILCS 220/) authorizes the Local Agencies to enter into Intergovernmental Agreements; and,

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Local Agencies to enter into Intergovernmental Agreements;

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT:
COUNTY OF TAZEWELL, STATE OF ILLINOIS;
CITY OF PEORIA IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;
CITY OF PEKIN IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;
TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD, STATE OF ILLINOIS;
DO HEREBY AGREE AS FOLLOWS:

1. That the foregoing is true, accurate and factual.

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

2. That should any of the foregoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.
3. That the County of Tazewell, State of Illinois, shall be referred to herein as Tazewell County and the remaining parties to this agreement shall collectively be referred to herein as the Remaining Parties and shall be referred to individually as a Remaining Party.
4. That each of the Remaining Parties does prevail upon and does hereby grant permission to Tazewell County to serve as Lead Agency and to undertake or have undertaken such actions and perform or have performed such services as Tazewell County deems appropriate to administer and design the Project and does hereby authorize the County of Tazewell to act on their behalf with regard thereto.
5. That such Project related actions and services may include but shall not be limited to entering agreements, such as for funding, and entering contracts for consulting engineering services for preliminary engineering, entering contracts for construction, and entering contracts for consulting engineering services for construction engineering.
6. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties a copy of each agreement and each contract for such actions and services.
7. That each of the Remaining Parties does hereby agree to be bound by the terms and conditions of each agreement and each contract entered into by Tazewell County with regard to the Project in the same manner and to the same extent as though a signatory party to such agreements and such contracts and does hereby agree to promptly pay their share of all costs incurred as a result of such agreements and contracts.

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

8. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties the final plans and specifications, any necessary plats and land acquisition documents, the final Engineer's Estimate of Cost, the Tabulation of Bids, the Notice of Award, the Engineer's Final Payment Estimate, and as-built drawings.
9. That each party to this agreement shall be responsible for and shall bear any and all remaining costs, after federal and state funding is applied, in pro-rata share to the guardrail improvement cost of the Project guardrail under their jurisdiction divided by the total improvement cost of the Project guardrail.
10. That Tazewell County will submit or cause to be submitted periodic and final invoices to each party to this agreement for said costs detailing the breakdown of such pro-rata share of costs for all parties to this Agreement for each action and service, including but not limited to preliminary engineering, construction, and construction engineering, and that Tazewell County may submit or cause to be submitted a final invoice for the entire project at the completion of the project.
11. That periodic invoices are approximate only and subject to correction in the final invoice.
12. That each party to this agreement hereby agrees to remit payment for each such invoice per the directions provided by Tazewell County within 60 days in accordance with their financial policy subject to Illinois' Local Government Prompt Payment Act.
13. That the pro-rata share of guardrail improvement cost shall be based upon:
 - A. the inventory and costs used for said HSIP application as included herein for periodic invoices for preliminary engineering and related costs; and,
 - B. the final Engineer's Estimate of Cost of the Project for the final invoice for preliminary engineering and related

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

costs and any other Project costs incurred through the design phase of the Project; and,

C. the awarded contract cost for periodic invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase of the Project; and,

D. the Engineer's Final Payment Estimate for the final invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase and through completion of the Project;

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

Jurisdiction	Guardrail		Preliminary Construction	Construction Engineering	Funding		Total Cost	Pro- Share	
	Count	Linear			HSIP	Local			
Vil of Bartonville	14	791	\$ 46,285.20	\$ 6,942.78	\$ 6,942.78	\$ 54,153.68	\$ 6,017.08	\$ 60,170.76	1.81%
Deer Creek RD	8	588	\$ 34,372.85	\$ 5,155.93	\$ 5,155.93	\$ 40,216.23	\$ 4,468.47	\$ 44,684.70	1.34%
Greene RD	3	333	\$ 19,464.47	\$ 2,919.67	\$ 2,919.67	\$ 22,773.43	\$ 2,530.38	\$ 25,303.81	0.76%
Groveland RD	50	8,019	\$ 469,127.88	\$ 70,369.18	\$ 70,369.18	\$ 548,879.62	\$ 60,986.62	\$ 609,866.24	18.30%
Hallock RD	31	3,398	\$ 198,783.00	\$ 29,817.45	\$ 29,817.45	\$ 232,576.11	\$ 25,841.79	\$ 258,417.90	7.75%
Limestone RD	36	8,985	\$ 525,611.09	\$ 78,841.66	\$ 78,841.66	\$ 614,964.98	\$ 68,329.44	\$ 683,294.42	20.50%
Vil of Morton	34	2,415	\$ 141,289.79	\$ 21,193.47	\$ 21,193.47	\$ 165,309.05	\$ 18,367.67	\$ 183,676.72	5.51%
Morton RD	1	1,408	\$ 82,356.34	\$ 12,353.45	\$ 12,353.45	\$ 96,356.92	\$ 10,706.32	\$ 107,063.24	3.21%
City of Pekin	7	869	\$ 50,862.24	\$ 7,629.34	\$ 7,629.34	\$ 59,508.82	\$ 6,612.09	\$ 66,120.91	1.98%
City of Peoria	9	1,899	\$ 111,098.87	\$ 16,664.83	\$ 16,664.83	\$ 129,985.68	\$ 14,442.85	\$ 144,428.53	4.33%
Tazewell Co	34	11,591	\$ 678,091.64	\$ 101,713.75	\$ 101,713.75	\$ 793,367.21	\$ 88,151.91	\$ 881,519.13	26.45%
Tremont RD	18	3,083	\$ 180,369.54	\$ 27,055.43	\$ 27,055.43	\$ 211,032.36	\$ 23,448.04	\$ 234,480.40	7.03%
Washington RD	5	449	\$ 26,262.41	\$ 3,939.36	\$ 3,939.36	\$ 30,727.01	\$ 3,414.11	\$ 34,141.13	1.02%
Totals	250	43,829	\$ 2,563,975.30	\$ 384,596.30	\$ 384,596.30	\$ 2,999,851.10	\$ 333,316.79	\$ 3,333,167.89	100.00%

RD = Road District

Vil = Village

**Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project**

14. That the Remaining Parties to this agreement do hereby indemnify and hold Tazewell County, its officers, employees, and agents harmless from all claims for injuries and damages to persons or property within their jurisdiction (including that of the respective Remaining Parties) sustained by reason of Tazewell County serving as the Lead Agency for the Project.
15. That each party to this agreement shall indemnify and hold harmless all other parties to this agreement, their officers, employees and agents, from all claims for injuries and damages to persons or property, including their own, sustained within their jurisdiction.
16. That all remaining costs and all remaining liability for claims of any name or nature shall be borne by each party to this agreement in proportion to their pro-rata share of guardrail improvement cost.
17. That each party to this agreement agrees to abide by all such terms as required by FHWA or IDOT to remain eligible for state or federal funds.
18. That each party to this agreement shall acquire in its name all right-of-way necessary for improvements within public roads under their jurisdiction in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures and shall cooperate with Tazewell County, the State of Illinois and the Federal Highway Administration in the disposition of encroachments, if any.
19. That each party to this agreement shall provide for all utility adjustments and shall regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems within public roads under their jurisdiction.
20. That each party to this agreement shall retain jurisdiction of the completed improvements within the public roads under their jurisdiction before, during and after the completion of the work of the Project.

**Intergovernmental Cooperation Agreement
for the
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21. That each party to this agreement shall maintain the completed improvements within the public roads under their jurisdiction in a manner satisfactory to the State of Illinois and the Federal Highway Administration.
22. That each party to this agreement shall provide, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvements upon public roads under their jurisdiction.
23. That each party to this agreement shall comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the Federal Highway Administration.
24. That each party to this agreement certifies to the best of its knowledge and belief that its officials:
 - A. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - C. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - D. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

**Intergovernmental Cooperation Agreement
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25. That execution of this agreement constitutes the concurrence of each party to this agreement in the award of the construction contract to the responsible low bidder as determined by the State of Illinois.

26. That execution of this agreement by each party to this agreement constitutes their certification 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 any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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, such party to this agreement shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The language of this certification shall be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

27. That each party to this agreement shall regulate parking and traffic upon the public roads of the Project under their jurisdiction in accordance with the approved project report.

28. That each party to this agreement shall regulate encroachments on public rights-of-way

**Intergovernmental Cooperation Agreement
for the
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under their jurisdiction in accordance with current Illinois Compiled Statutes.

29. That each party to this agreement shall regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement within public roads under their jurisdiction in accordance with the current Illinois Compiled Statutes.

30. (Single Audit Requirements) That each party to this agreement acknowledges that if an LPA (Local Public Agency) expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200; that an LPA expending less than \$750,000 a year shall be exempt from compliance; that a copy of the audit report must be submitted to the State of Illinois, Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year; and, that the CFDA number for all highway planning and construction activities is 20.205.

31. That this agreement shall be binding on each party to this agreement, their successors and assigns.

32. That this agreement shall remain in full force and effect until renegotiated by all parties to this agreement.

33. That this Agreement may only be terminated by negotiated agreement of all parties to this agreement.

34. That no party may withdraw from this Agreement without the negotiated agreement of all remaining parties to this agreement except that within 60 days of the date of submittal of the final Engineer's Estimate of Cost by Tazewell County to all parties to this agreement, a party may submit to Tazewell County and to TCRPC in writing that they do not wish to participate in the construction and construction engineering phase of the project, and so long as Tazewell County and TCRPC receive such written statement within said 60 day period, such party will not be included in the construction and construction engineering phase of the project and will bear no cost or liability for the construction and construction engineering phase of the

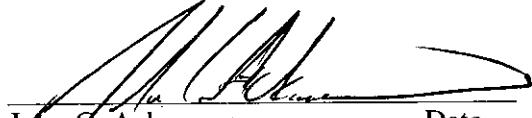
**Intergovernmental Cooperation Agreement
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Tri-County Multi-Jurisdictional Guardrail Improvement Project**

project.

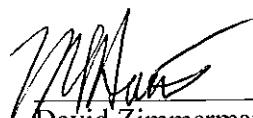
35. That nothing herein shall create or shall be construed to create, in any manner, a contractual or legal obligation for any unit of local government to be held responsible for any costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail.

Intergovernmental Cooperation Agreement
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ATTEST:

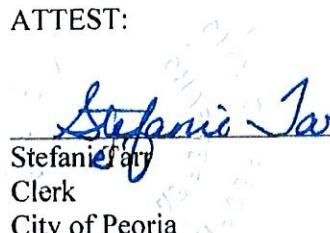

John C. Ackerman
Tazewell County Clerk

Date


4/18/23
David Zimmerman
Chairman *VICP*
Tazewell County Board

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:


Stefanie Taur
Clerk
City of Peoria

4/10/23
Date


Patrick Urich
City Manager
City of Peoria

4/10/23
Date

EXAMINED AND APPROVED
Legal Department

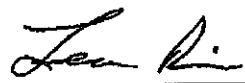
By

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

 1-23-2023

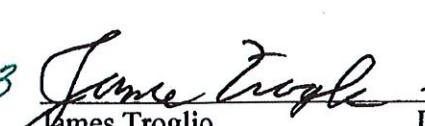
Michelle Carr Date
Clerk
Village of Bartonville

 1-23-2023

Leon Ricca Date
Mayor
Village of Bartonville

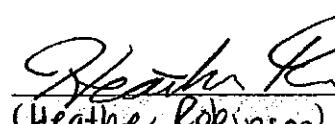
Intergovernmental Cooperation Agreement
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Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

 Kristy Willis 3-13-23  James Trolio 3-13-23
Date Date
Clerk Highway Commissioner
Hallock Road District Hallock Road District

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:


(Heather Robinson)
Clerk
Limestone Road District

1-17-23
Date


Randy Neal
Highway Commissioner
Limestone Road District

1-17-23
Date

Intergovernmental Cooperation Agreement
for the
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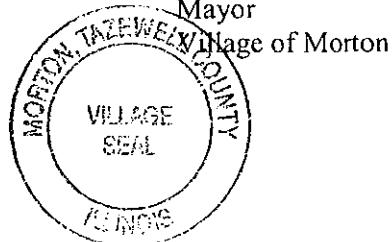
ATTEST:

Sue McMillan 1/23/23 Becky Lloyd 1/23/23
Sue McMillan Date Mark Luft Date
Clerk Mayor
City of Pekin City of Pekin

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

 2/6/23
Zo Evans
Clerk
Village of Morton



Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

ATTEST:

Paul Schmitt 4-14-23

Date

Clerk
Greene Road District

John Koos 4-14-23

Date

John Koos
Highway Commissioner
Greene Road District

Intergovernmental Cooperation Agreement
for the
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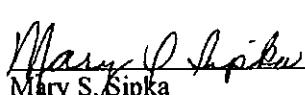
ATTEST:

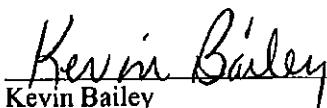
Gary DeBolt 2/16/23
Gary DeBolt Date
Clerk
Deer Creek Road District

Corey Wiegand 2/16/23
Corey Wiegand Date
Highway Commissioner
Deer Creek Road District

Intergovernmental Cooperation Agreement
for the
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ATTEST:

 4-11-2023
Mary S. Sipka Date
Clerk
Groveland Road District

 4-11-23
Kevin Bailey Date
Highway Commissioner
Groveland Road District

Intergovernmental Cooperation Agreement
for the
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ATTEST:

Nancy Stephens 4/12/23
Nancy Stephens
Clerk
Morton Road District

Darrell Moore 4/12/23
Darrell Moore
Highway Commissioner
Morton Road District

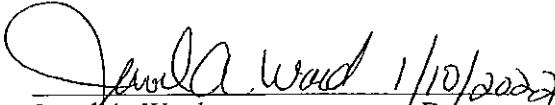
Intergovernmental Cooperation Agreement
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Tri-County Multi-Jurisdictional Guardrail Improvement Project

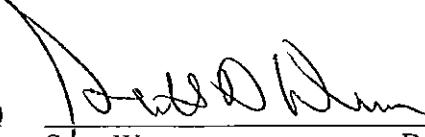
ATTEST:

<u>Gerald B Madsen</u>	<u>2-16-23</u>	<u>Larry Bolliger</u>	<u>2-16-23</u>
Gerald Madsen	Date	Larry Bolliger	Date
Clerk		Highway Commissioner	
Tremont Road District		Tremont Road District	

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ATTEST:

 1/10/2023
Jewel A. Ward Date
Clerk
Washington Road District

 1/10/23
Scott Weaver Date
Highway Commissioner
Washington Road District

TriCountyRPC.org
attn: Michael Brunner
mbrunner@tricountyrpc.org
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