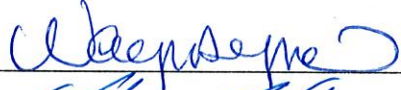

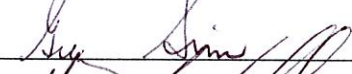
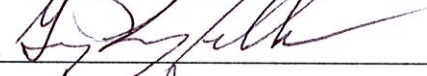



COMMITTEE REPORT

HS-22-14

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:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Washington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Washington to the County the sum of \$13,627.20; and

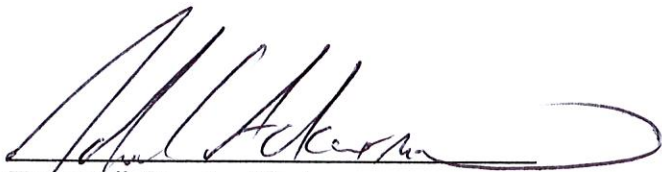
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2022.

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

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

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF WASHINGTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

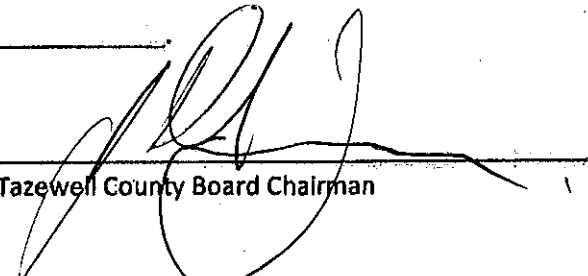
In consideration of the payment by Municipality to the County of the sum of \$13,627.20, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the CITY authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the ~~1ST~~ day of JANUARY, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this _____ day of _____.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$13,627.20


Monthly Amount: \$1,135.60


COMMITTEE REPORT


HS-22-15

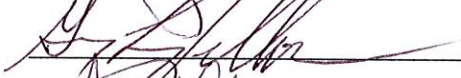
Mr. Chairman and Members of the Tazewell County Board:

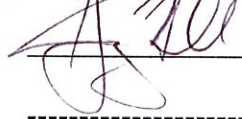
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:











RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Armington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Armington to the County in the sum of \$433.50; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2022.

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

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

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF ARMINGTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

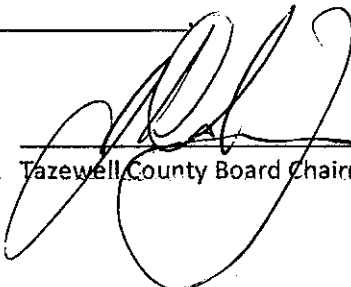
In consideration of the payment by Municipality to the County of the sum of \$433.50, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department; its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the VILLAGE authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the ~~1ST~~ day of ~~JANUARY~~, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this _____ day of _____



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount:



Monthly Amount:

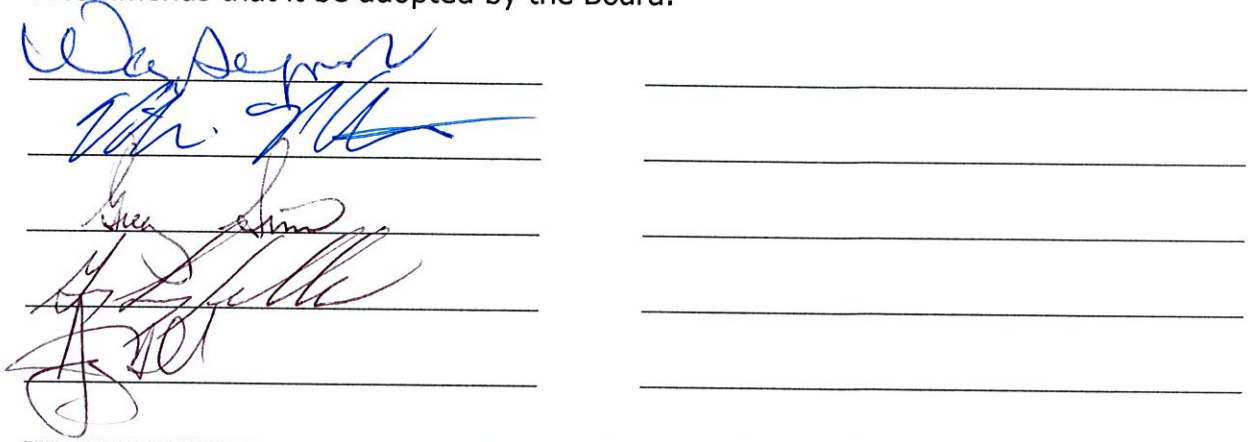


COMMITTEE REPORT

HS-22-16

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:



RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Pekin to the County in the sum of \$45,946.92; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2022.

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

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

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2022 by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF PEKIN, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

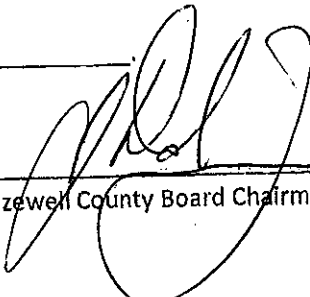
In consideration of the payment by Municipality to the County of the sum of \$45,946.92, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the CITY authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the ~~1ST~~ day of JANUARY, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

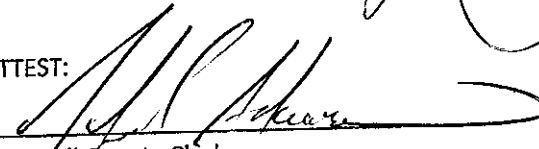
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this _____ day of _____



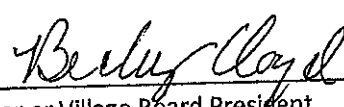
Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President
Mayor Pro-Tem

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount:

\$45,946.92


Monthly Amount:


\$3,828.91


COMMITTEE REPORT

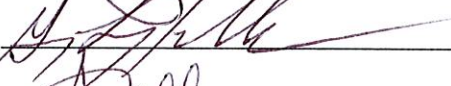
Mr. Chairman and Members of the Tazewell County Board:


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











RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of East Peoria which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of East Peoria to the County the sum of \$29,327.04; and


WHEREAS, the County agrees to provide the Animal and Rabies Control Services through The Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2022.

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

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

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF EAST PEORIA, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

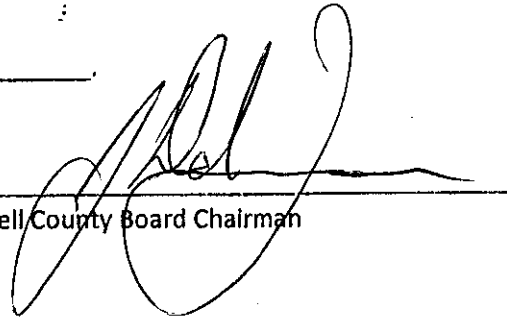
In consideration of the payment by Municipality to the County of the sum of \$29,327.04, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the CITY authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the ~~15th~~ day of ~~JANUARY~~, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.


19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this ____ day of _____.



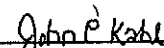
Tazewell County Board Chairman

ATTEST:



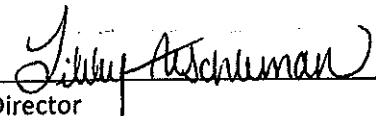
Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

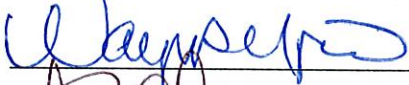
Annual Amount: 529,327.04


Monthly Amount: 52,443.95

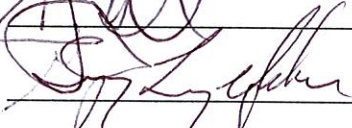
COMMITTEE REPORT


Mr. Chairman and Members of the Tazewell County Board:

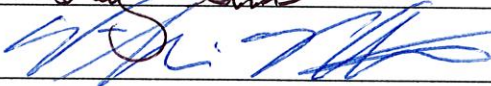
Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:











RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to approve the expenditure of up to \$55,234.37 from the Solid Waste Fund; and

WHEREAS, said expenditure is to support and assist in recycling collection programs for the rural villages and townships participating during 2022.

THEREFORE BE IT RESOLVED that the County Clerk notify the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

2022 Rural Grants

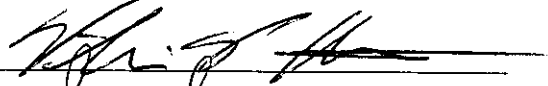
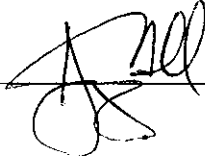
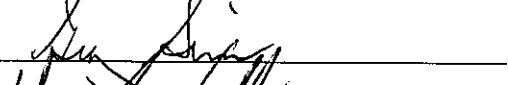

<u>Comingled Boxes</u>	<u>Grand Total</u>	<u>Comingled Cost</u>	<u>Grant %</u>	<u>100% ONP</u>	<u>Total Grant Amt</u>	<u>% of Cost</u>	<u>Grant Amt 2022</u>
Elm Grove Twnshp							
Armington Village	\$ 5,544.20	\$ 3,637.73	\$ 1,818.87	\$ 1,144.70	\$ 3,725.34	0.33	\$ 1,788.16
Hittle Twnshp						0.48	\$ 1,937.17
Deer Creek Village	\$ 6,832.09	\$ 5,242.08	\$ 2,621.04	\$ 1,590.01	\$ 4,211.05	0.52	\$ 2,105.53
Deer Creek Twnshp						0.5	\$ 2,105.53
Delavan City	\$ 13,308.83	\$ 6,600.14	\$ 3,300.07	\$ 4,795.18	\$ 10,008.79	0.88	\$ 7,699.24
Delavan Twnshp						0.12	\$ 396.01
Hopedale village	\$ 12,972.77	\$ 11,381.88	\$ 5,690.94	\$ 0.00	\$ 7,281.83	0.5	\$ 8,872.72
Boyton Twnshp						0.25	\$ 1,820.46
Hopedale Twnshp						0.25	\$ 1,820.46
Mackinaw Village	\$ 34,560.46	\$ 23,897.64	\$ 11,948.82	\$ 10,662.82	\$ 22,611.64	0.5	\$ 22,611.64
Mackinaw Twnshp						0.5	\$ 11,305.82
Minier Village	\$ 10,171.00	\$ 4,905.25	\$ 2,452.63	\$ 5,265.75	\$ 7,718.38	0.78	\$ 7,718.38
Little Mackinaw Twnshp	\$ 83,389.35	\$ 55,664.72	\$ 27,832.36	\$ 23,458.46	\$ 55,557.02	0.22	\$ 1,698.04
							\$ 55,234.37

Grant Amt 2021	% Cng	Fuel			
\$1,718.62	116.76%	\$761.77	SEPARATE CHECKS INCLUDES ONP		
\$1,861.83			SEPARATE CHECK		
\$2,340.47	79.92%	\$0.00	SEPARATE CHECKS INCLUDES ONP		
\$2,340.47			SEPARATE CHECK		
\$8,965.53	11.64%	\$1,913.54	SEPARATE CHECKS INCLUDES ONP DELAVAN ONLY		
\$1,222.57			SEPARATE CHECK		
\$6,975.53	4.39%	\$1,590.89	INCLUDES ONP		
			CONSOLIDATE CHECK WITH HOPEDALE VILLAGE		
			CONSOLIDATE CHECK WITH HOPEDALE VILLAGE		
\$22,774.04	-0.71%	\$0.00	INCLUDES ONP		
			CONSOLIDATE CHECK W/MACKINAW VILLAGE		
\$6,842.50	12.80%	\$0.00	INCLUDES ONP		
			CONSOLIDATE CHECK W/ MINIER VILLAGE		
\$55,041.56					
NOTE: ALL COMMUNITIES WITH ONP BOX SHARED ONP CREDIT EXCEPT FOR DELAVAN. ONP					
ONP CREDIT APPLIED TO THEIR PORTION ONLY. THEY					
DON'T CHARGE TOWNSHIPS					
2021 grant paid in 2022					

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:

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Green Valley which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Green Valley to the County the sum of \$854.76; and

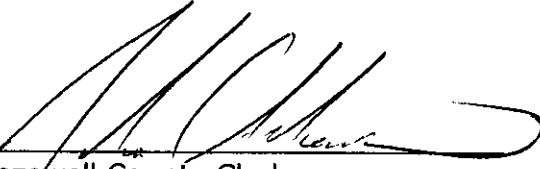
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2022.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Green Valley Village President and the Auditor of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF GREEN VALLEY, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

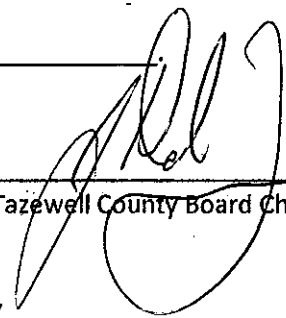
In consideration of the payment by Municipality to the County of the sum of \$85476, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the VILLAGE authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the ~~15th~~ day of JANUARY, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this _____ day of _____



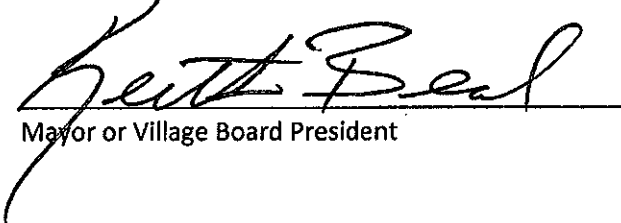
Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:




Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

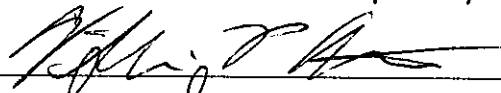
Annual Amount: 

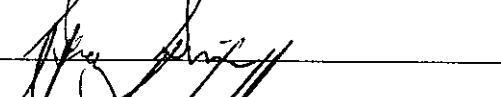
Monthly Amount: 

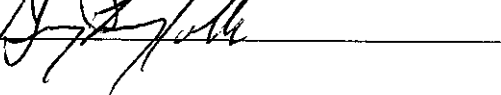
COMMITTEE REPORT


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:

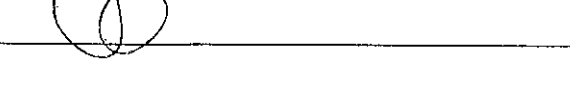












RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Morton which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Morton to the County the sum of \$13,298.76; and


WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective May 01, 2022.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, the Green Valley Village President and the Auditor of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

**INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES**

THIS AGREEMENT, entered into this 1ST day of MAY, 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the VILLAGE OF MORTON, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$13,298.76, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the VILLAGE authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. For each animal impounded from within the municipality, the County shall provide a clear digital image of the animal to an agreed representative of the village, along with any relevant information about the animal, as soon as practicable. The Village shall provide notice to the County of a single agreed representative for notification purposes.
12. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
13. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
14. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
15. This Agreement shall become effective on the 1ST day of MAY, 2022 and shall be in full force and effect for a period of 1 year.
16. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
17. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.

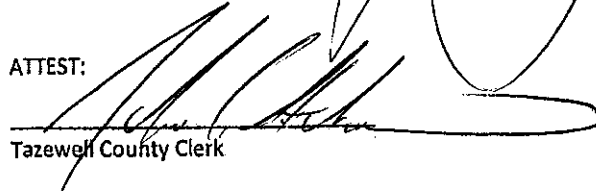
18. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
19. This contract may not be assigned by either party without the written consent of the other party.
20. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
22. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this _____ day of _____ 2022.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:



Director

Annual Amount: \$13,298.76

Monthly Amount: \$1,108.23

RESOLUTION NO. 19-22

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF TAZEWELL AND THE VILLAGE OF MORTON

WHEREAS, the Village of Morton and the County of Tazewell desire to enter into an intergovernmental agreement providing for Tazewell County to provide various animal and rabies control services to the Village through the Tazewell County Animal & Rabies Control; and

WHEREAS, there has been presented to the Village a proposed Intergovernmental Agreement to be entered into, which reflects the terms and conditions whereby Tazewell County would provide various animal and rabies control services to the Village of Morton.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the recitations set forth in the preamble to this resolution are found to be true and correct, and the same are incorporated herein by reference.
2. That the Intergovernmental Agreement between the Village of Morton and Tazewell County (the "Agreement") in the form attached to this Resolution is approved.
3. That the Village President and Village Clerk are authorized and directed to execute the Agreement

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this 7th day of March, 2022; and upon roll call the vote was as follows:

AYES: Blunier, Hilliard, Leitch, Menold, Newman, Parrott - 6

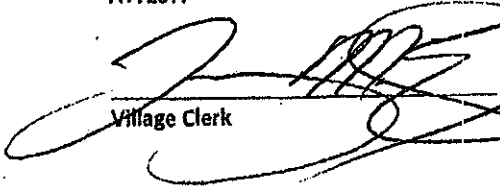
NAYS: None - 0.

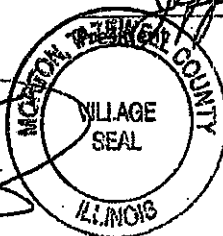
ABSENT: None - 0.

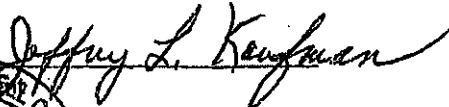
ABSTAINING: None - 0.

APPROVED this 7th day of March, 2022

ATTEST:


Village Clerk

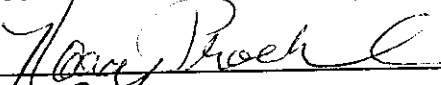
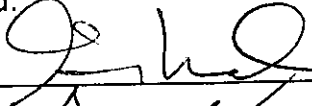
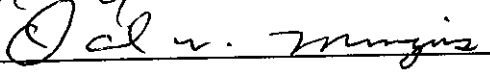
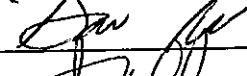

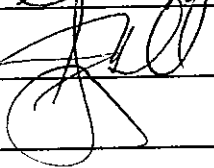




COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

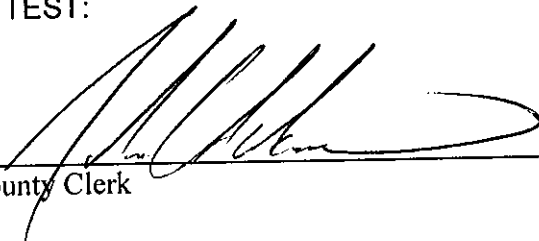
Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

 _____	 _____
 _____	 _____
 _____	 _____

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:



County Clerk



County Board Chairman



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?
[] Yes [X] No

Table with Resolution Type (Original), Resolution Number (T-22-13 (P1of2)), and Section Number (21-00000-02-MG)

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

Table for Roadway/Street Improvements with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

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

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of the replacement of the Tazewell County Highway Department's existing salt storage building

2. That there is hereby appropriated the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman, County Clerk in and for said County of Tazewell

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature and Date (3/30/22)

Approved

Regional Engineer Department of Transportation and Date



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (T-22-13 (P1of2)), and Section Number (21-00000-02-MG)

BE IT RESOLVED, by the Board of Tazewell of the County

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the replacement of the Tazewell County Highway Department's existing salt storage building

2. That there is hereby appropriated the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman County Clerk in and for said County of Tazewell

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature [Signature] Date 3/30/22

Approved

Regional Engineer Department of Transportation Date



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?
[] Yes [X] No

Table with Resolution Type (Original), Resolution Number (T-22-13 (P1of2)), and Section Number (21-00000-02-MG)

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

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the replacement of the Tazewell County Highway Department's existing salt storage building

2. That there is hereby appropriated the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman, County Clerk in and for said County of Tazewell

of Tazewell in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature and Date (3/30/22)

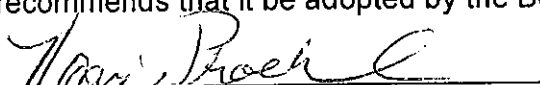

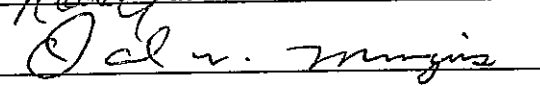
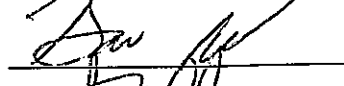
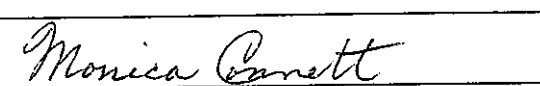

Approved

Regional Engineer Department of Transportation Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

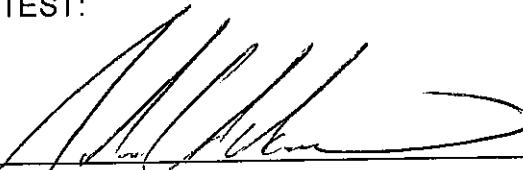
Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

 _____	 _____
 _____	 _____
 _____	 _____


THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:



County Clerk



County Board Chairman



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original	T-22-13 (P1of2)	21-00000-02-MG

BE IT RESOLVED, by the Board of the County of Tazewell

Tazewell Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

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

the replacement of the Tazewell County Highway Department's existing salt storage building

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

\$1,500,000.00 Dollars for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman County Clerk in and for said County

Tazewell in the State aforesaid, and keeper of the records and files thereof, as provided by

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

Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature  Date 3/30/22

Approved

Regional Engineer
Department of Transportation
Date



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?
[] Yes [X] No

Table with 3 columns: Resolution Type (Original), Resolution Number (T-22-13 (P1of2)), Section Number (21-00000-02-MG)

BE IT RESOLVED, by the Board of the County of Tazewell

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Table for Roadway/Street Improvements with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

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

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of the replacement of the Tazewell County Highway Department's existing salt storage building

2. That there is hereby appropriated the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman, County Clerk in and for said County of Tazewell

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature and Date (3/30/22)


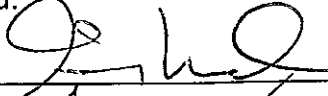
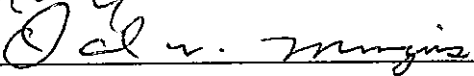
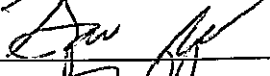
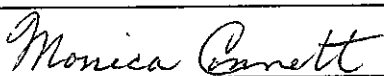

Approved

Regional Engineer Department of Transportation and Date

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, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:



County Clerk



County Board Chairman



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?
[] Yes [X] No

Resolution Type: Original
Resolution Number: T-22-13 (P1of2)
Section Number: 21-00000-02-MG

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

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the replacement of the Tazewell County Highway Department's existing salt storage building

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

Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman, County Clerk in and for said County of Tazewell

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature: [Handwritten Signature] Date: 3/30/22

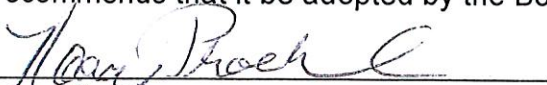

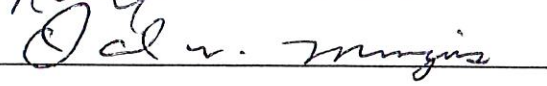
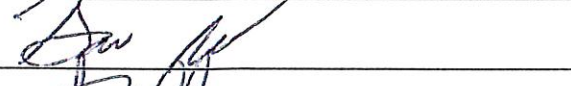
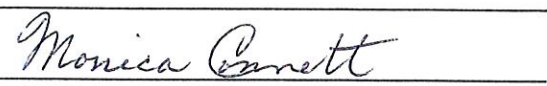
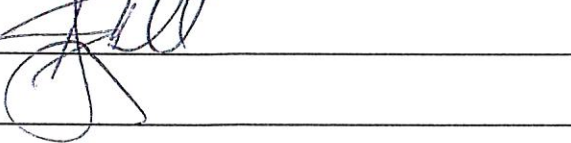
Approved

Regional Engineer Department of Transportation [Signature Box] Date [Date Box]

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, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:



County Clerk



County Board Chairman



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (T-22-13 (P1of2)), and Section Number (21-00000-02-MG)

BE IT RESOLVED, by the Board of Tazewell of the County

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the replacement of the Tazewell County Highway Department's existing salt storage building

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

Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman County Clerk in and for said County

of Tazewell in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature and Date (3/30/22)

Approved

Regional Engineer Department of Transportation Date



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original	T-22-13 (P1of2)	21-00000-02-MG

BE IT RESOLVED, by the Board of the County of Tazewell

Governing Body Type _____ Local Public Agency Type _____
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 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

the replacement of the Tazewell County Highway Department's existing salt storage building

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

_____ Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman County _____ Clerk in and for said County _____
Name of Clerk _____ Local Public Agency Type _____ Local Public Agency Type _____

of Tazewell _____ in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Tazewell at a meeting held on March 30, 2022
Governing Body Type _____ Name of Local Public Agency _____ Date _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022
Day _____ Month, Year _____

(SEAL)

Clerk Signature _____ Date 3/30/22

Approved

Regional Engineer _____ Date _____
Department of Transportation



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number (T-22-13 (P1of2)), and Section Number (21-00000-02-MG)

BE IT RESOLVED, by the Board of the County of Tazewell

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the replacement of the Tazewell County Highway Department's existing salt storage building

2. That there is hereby appropriated the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, John C. Ackerman, County Clerk in and for said County of Tazewell

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

Board of Tazewell at a meeting held on March 30, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30 day of March, 2022

(SEAL)

Clerk Signature and Date (3/30/22)

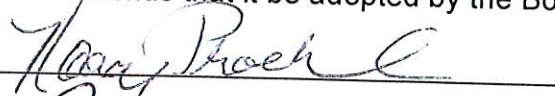
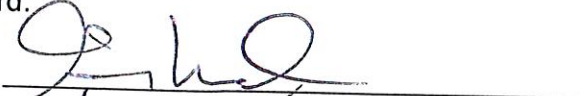
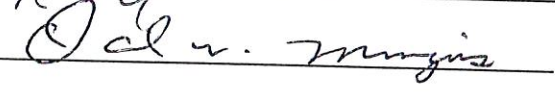
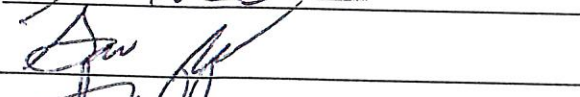
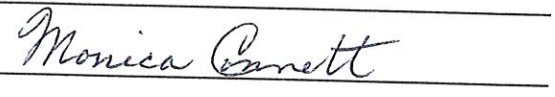
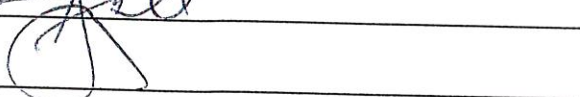
Approved

Regional Engineer 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, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:



County Clerk

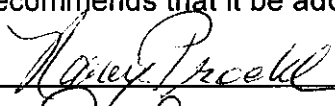
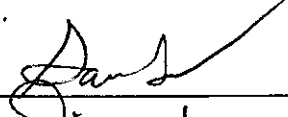
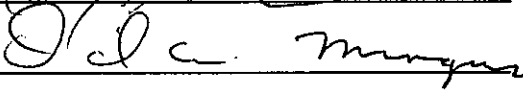
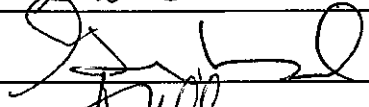
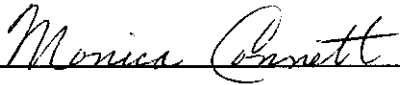
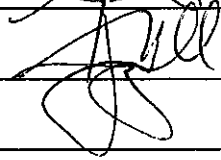


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

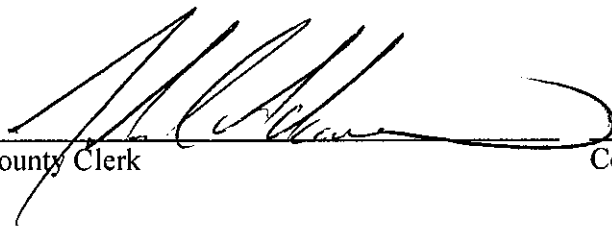
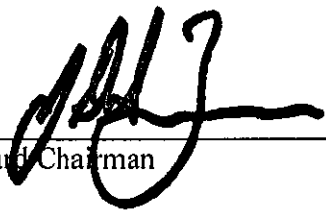
Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:

	
County Clerk	County Board Chairman



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1of2)	Amended	22-00000-00-GM
(Amends T-21-46)		

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/22 to 12/31/22.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

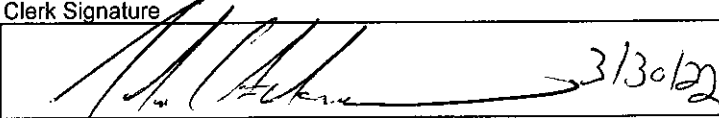
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Tazewell at a meeting held on 03/30/22

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of March 2022.

(SEAL)

Clerk Signature  3/30/22

APPROVED

Regional Engineer Department of Transportation	Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number T-22-12 (P1of2)	Resolution Type Amended	Section Number 22-00000-00-GM
--------------------------------------	----------------------------	----------------------------------

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/22 to 12/31/22.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

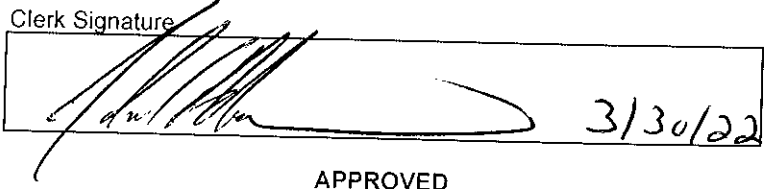
BE IT FURTHER RESOLVED, that County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Tazewell at a meeting held on 03/30/22.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of March 2022.

(SEAL)

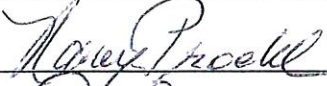
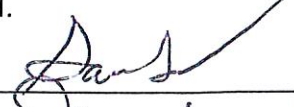
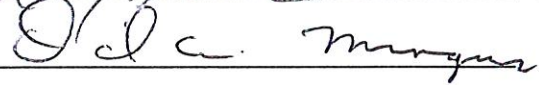
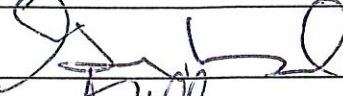
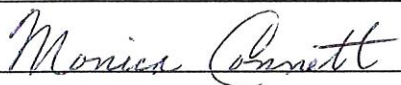
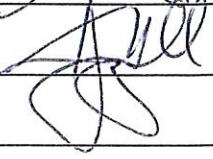
Clerk Signature  3/30/22
APPROVED

Regional Engineer
Department of Transportation
Date

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, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:

	
County Clerk	County Board Chairman



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1of2) (Amends T-21-46)	Amended	22-00000-00-GM

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/22 to 12/31/22.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

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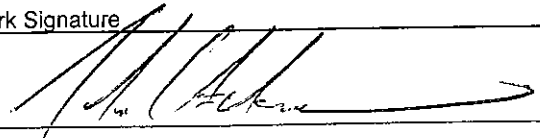
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I John C. Ackerman County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of March 2022.

(SEAL)

Clerk Signature  3/30/22

APPROVED

Regional Engineer Department of Transportation	Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1of2)	Amended	22-00000-00-GM

BE IT RESOLVED, by the Board of the Tazewell County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00)

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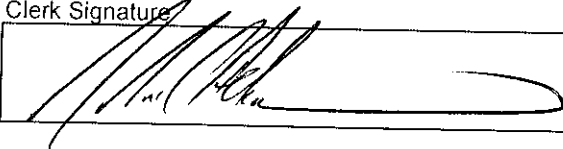
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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of March 2022 Day Month, Year

(SEAL)

Clerk Signature  3/30/22

APPROVED

Regional Engineer
Department of Transportation

Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1 of 2)	Amended	22-00000-00-GM
(Amends T-21-46)		

BE IT RESOLVED, by the Board of the Tazewell County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00)

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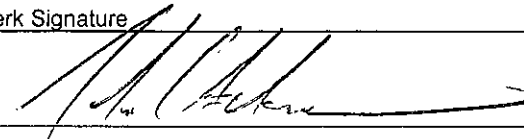
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(SEAL)

Clerk Signature  3/30/22

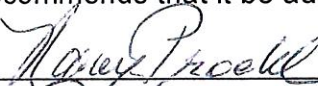
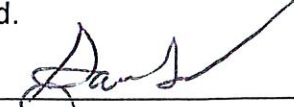
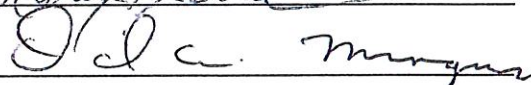
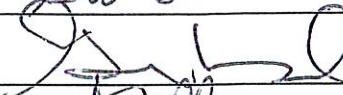
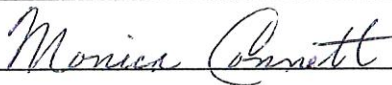
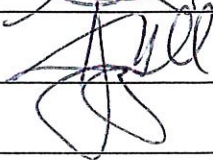
APPROVED

Regional Engineer
Department of Transportation
Date

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, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:

	
County Clerk	County Board Chairman



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1of2)	Amended	22-00000-00-GM

BE IT RESOLVED, by the Board of the Tazewell County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/22 to 12/31/22.

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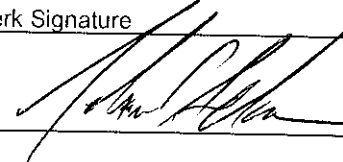
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(SEAL)

Clerk Signature  3/30/22

APPROVED

Regional Engineer
Department of Transportation

Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1 of 2)	Amended	22-00000-00-GM

(Amends T-21-46)

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00)

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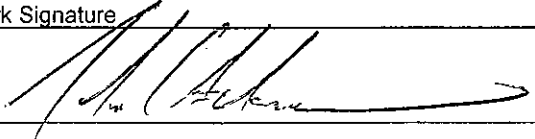
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Clerk Signature  3/30/22

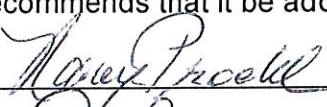
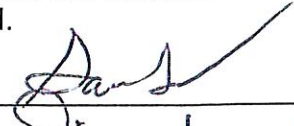
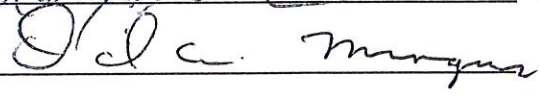
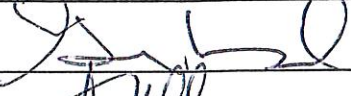

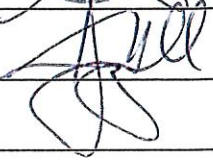
APPROVED

Regional Engineer
Department of Transportation
Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

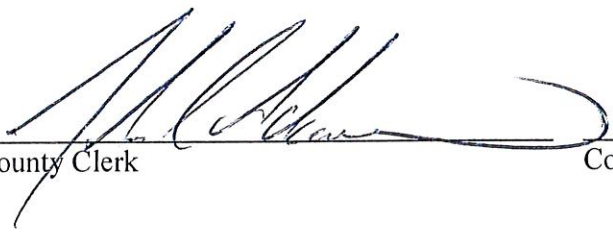

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

 _____	 _____
 _____	 _____
 _____	 _____

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:

 _____	 _____
County Clerk	County Board Chairman



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1of2)	Amended	22-00000-00-GM

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of _____

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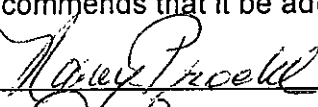
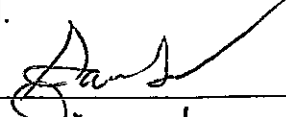
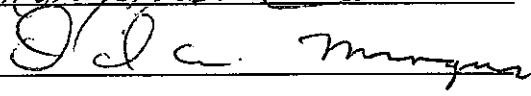
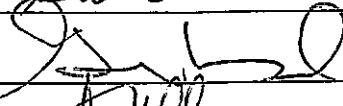
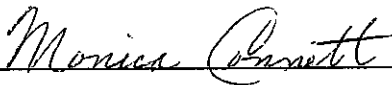
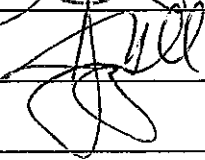
Clerk Signature  3/30/22
APPROVED

Regional Engineer
Department of Transportation
Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

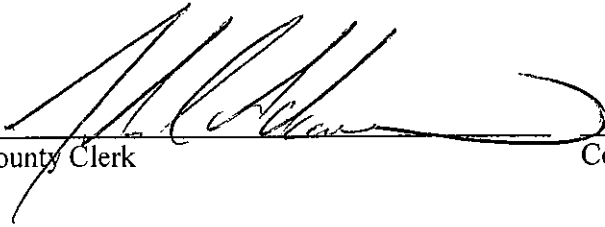
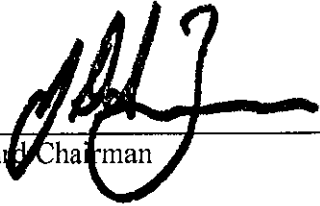
Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, 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.

PASSED THIS 30th DAY OF MARCH, 2022

ATTEST:

	
County Clerk	County Board Chairman



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
T-22-12 (P1of2) (Amends T-21-46)	Amended	22-00000-00-GM

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of Five Million and 00/100 Dollars (\$5,000,000.00)

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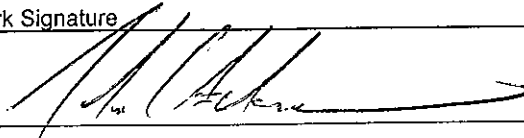
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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 30th day of March 2022

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Clerk Signature  3/30/22

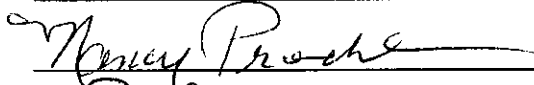
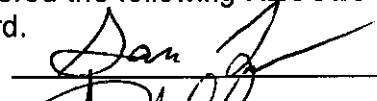
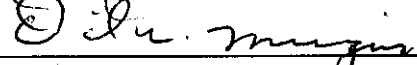
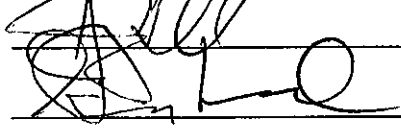
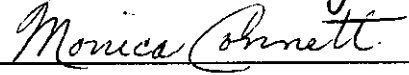
APPROVED

Regional Engineer Department of Transportation	Date

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, Tazewell County and R.J. Longo Construction Co., Inc., and Virotech Systems, Inc., as a joint venture d/b/a Environmental Protection & Improvement Corporations, hereinafter referred to as "EPIC" did enter an Overweight Agreement, attached hereto, for EPIC to haul sludge from the South Pekin rail yard to the former Pekin Metro Landfill, hereafter Landfill, utilizing Townline Road (County Highway 7) and Towerline Road (County Highway 11), hereafter County Highways, on or about May 1, 1991; and,

WHEREAS, said Overweight Agreement resulted in the establishment of an Escrow account by EPIC to cover certain costs incurred by Tazewell County, in the maintenance and improvements of said County Highways; and,

WHEREAS, said escrow account was established at Herget Bank as the "Overweight Vehicle Surcharge" account, hereafter Escrow Account; and,

WHEREAS, among such costs eligible for reimbursement by the Escrow Account are those of a 2½ inch hot-mix asphalt overlay being of the same composite material as that existing provided such costs are determined through the competitive bidding process upon the termination of the agreement; and,

WHEREAS, the Landfill ceased operations in 1998; and,

WHEREAS, the Certificate of Good Standing as issued by the Illinois Secretary of State for R.J. Longo Construction Co., Inc. to do business in the State of Illinois was revoked on September 1, 1995; and,

WHEREAS, the Certificate of Good Standing as issued by the Illinois Secretary of State for Virotech Systems, Inc. to do business in the State of Illinois was revoked on September 1, 1993; and,

WHEREAS, in 2000 a section of the applicable portion of Townline Road (County Highway 7) existing as a hot-mix asphalt surfaced road received a 2¼" hot-mix asphalt overlay at a cost of \$188, 806.52; and,

WHEREAS, in 2007 the remainder of the applicable portion of Townline Road (County Highway 7) existing as a hot-mix asphalt surfaced road received a 2¼" hot-mix asphalt overlay at a cost of \$554,251.87; and,

WHEREAS, in 2007 the applicable portion of Towerline Road (County Highway 11) existing as a hot-mix asphalt surfaced road received a 2¼" hot-mix asphalt overlay at a cost of \$209,398.89; and,

WHEREAS, such costs were determined through the competitive bidding process; and,

WHEREAS, the Escrow Account balance as of January 31, 2022 was \$283,946.51; and,

WHEREAS, the total cost of hot-mix asphalt overlays exceeds the available balance of the Escrow Account; and,

WHEREAS, those costs were incurred by the Tazewell County Highway Department;

NOW THEREFORE BE IT RESOLVED, that all remaining funds in the Escrow Account be paid to and deposited in the County Highway Fund; and,


BE IT FURTHER RESOLVED, that the Escrow Account be closed; and,

BE IT FURTHER RESOLVED, that the County Board Chairman and County Treasurer are hereby authorized to take such actions and execute such instruments as are necessary to effectuate this resolution; and,

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

ADOPTED THIS 30th DAY OF MARCH, 2022

ATTEST:


TAZEWELL COUNTY CLERK


TAZEWELL COUNTY BOARD CHAIRMAN

*Overweight
Vehicle
Permit*

Overweight Agreement

This Agreement is entered into this _____ day of May, 1991, by and between the County of Tazewell, a body politic and corporate, hereinafter referred to as "County", and R.J. Longo Construction Co., Inc., and Virotech Systems, Inc., as a joint venture d/b/a Environmental Protection & Improvement Corporations, hereinafter referred to as "EPIC".

Whereas, EPIC desires to transport special wastes which consists of dried processed sewerage sludge originating from the Passaic Valley Sewerage Commission of New Jersey (hereinafter referred to as "material") from the South Pekin rail yard to Pekin Metro Landfill via Townline Road and Towerline Road (hereinafter "Roads"), a distance of approximately 3.5 miles of county highways, in vehicles with gross weights of up to 73,280 pounds.

Whereas, County desires to protect the above County highways from damage from overweight vehicles and agrees to issue an overweight permit to EPIC or its agents in exchange for payment in accordance with the terms of this Agreement.

Whereas, this Overweight Agreement is contingent upon execution of the Agreement entitled "Tipping Fee Agreement".

Terms of Agreement:

1. EPIC shall pay \$295,000 into an interest bearing escrow account to be established and invested by the County Treasurer to secure payment as outlined below. Interest shall be invested and remain in such escrow account and interest together with principal shall be disbursed in accordance with the terms as set forth below.

2. During the term of this Agreement, funds may only be expended by the County for maintenance and improvement of the above described roads, it being agreed that the County shall draw down \$4,000 per month or part thereof for the first 45 months of this Agreement. Any additional charges against the escrow must be based upon actual maintenance and improvements in excess of the \$3,000 per month.

3. EPIC or its agents shall be issued overweight permits for 650 overweight truckloads of "material" per month, Monday through Friday between 7:00 a.m. and 4:30 p.m. for a period of 60 months from the date hereof to travel the "Roads". The hours of operation may vary if weather, work stoppages, Rail problems, or other circumstances beyond EPIC's control occur. Under no circumstances shall any such loads be transported on these Roads on Sunday. The County reserves the right to authorize transportation of any loads at any other times.

4. In the event EPIC can no longer bring the material to Pekin Metro Landfill for any reason, then EPIC may, upon giving 90 days prior written notice to the County, obtain the balance of the escrow except that EPIC agrees to pay the cost of a 2 1/2 inch overlay of the Roads, being of the same composite material as the existing Roads, out of such escrow, but not otherwise, such cost to be determined through the competitive bidding process upon termination of this Agreement in addition to payment for any maintenance to the Roads throughout the duration of this Agreement, provided that termination of EPIC's operations involving Pekin Metro Landfill does not occur within nine months from May 1, 1991, or is not the result, directly or indirectly, of any improper act or improper omission to act on the part of the County of Tazewell, its agents, servants, employees, or representatives, whether formal or informal, unless such termination is a consequence of any wrongful act or negligence on the part of EPIC.

Handwritten initials: R.J. / 17

5. Illinois law shall apply to this Agreement and proper venue shall be in the County of Tazewell, Illinois, for State court and the Central District of Illinois for Federal court.

6. The facility presently in place at the South Pekin Rail Yard, in the way it has been operated to the date of this agreement, is not a waste transfer facility.

Effective date: May 1, 1991.

County of Tazewell, a body politic and corporate,

R.J. Longo Construction Co., Inc and Virotech Systems, Inc. d/b/a Environmental Protection & Improvement Corporation,

By: *Larry H. Koch*
Board Chairman

By: *[Signature]*
R.J. Longo Construction Co. Inc.,

ATTEST:

By: *[Signature]*
Virotech Systems, Inc.

Thomas A. Gray
County Clerk

Tipping Fee Agreement

This Agreement is entered into this _____ day of May, 1991 by and between Tazewell County, a body politic and Waste, Ltd., R.J. Longo Construction Co., Inc. and Virotech Systems, Inc., d/b/a/ EPIC.

Whereas, EPIC intends to bring dried processed sewerage sludge from Passaic Valley Sewerage Commission to Pekin Metro Landfill that may or may not be exempt from the County tipping fee as pollution control waste.

Whereas, the county tipping fee is presently 15 cents per yard and may be increased by ordinance in accordance with the Illinois Environmental Protection Act provided any such increase applies to all material in Tazewell County.

Whereas, the County expects to be granting EPIC or its agents the right to travel certain roadways from the South Pekin Rail Yard down Town Line Road to Towerline Road to Pekin Metro Landfill under the terms of a separate agreement.

It is agreed as follows:

1. EPIC and Waste, Ltd., jointly and severally agree to pay a fee at a rate equivalent to the prevailing county tipping fee applicable to all other solid waste disposed of in the County of Tazewell, as such fee may be modified from time to time.
2. This Agreement is contingent upon Tazewell County allowing EPIC or its agents to travel the above roadways at a gross weight not to exceed 73,280 pounds pursuant to a separate agreement for the entire duration of that agreement.
3. Tazewell County shall not seek to ~~tax~~ the Landfill for the same material (so that it only collects the tax once). *collect the same tipping fee from JJK, 5-13-91*
4. Illinois law shall apply to this Agreement and proper venue shall be in the County of Tazewell.

Tazewell County, a body politic

by: Larry G. Koch

ATTEST:

Thomas A. Gray
Tazewell County Clerk

R.J. Longo Construction Co., Inc.
& Virotech Systems, Inc. d/b/a/
EPIC

by: Robert Longo
Robert Longo President
Waste, Ltd.

by: _____

11-10-05

Sue

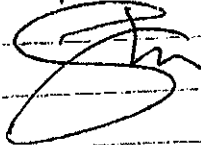
With this not restricted; is it to be put in Hwy funds?

Shawna
Mary

5975

Mary

Since Escrow is no longer in effect. The County Board may transfer to Highway Fund pursuant to attached Resolution



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PROCEEDINGS OF COUNTY BOARD 27TH DAY OF OCTOBER, 2004

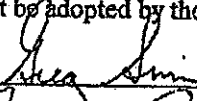
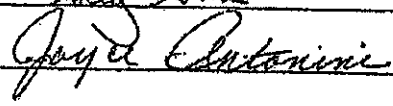
Motion by Member Sinn, second by Member Ackerman to approve Resolution No. 4.
Carried by Voice Vote.

Resolution No. 4

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:

	_____
	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to authorize the execution of a Contract with Coulter Construction for mitigation work at the Pekin Landfill; and

WHEREAS, the amount of the Contract is not to exceed \$192,411.20; and

WHEREAS, the scope of work to be included in the mitigation will include:

- construction of a drainage ditch
- repair of roads serving the north and south cells of the Pekin Landfill
- provide cover for the south cell of the landfill
- provide cover for the north cell of the landfill

WHEREAS, the \$192,411.20 will be paid 50% from Solid Waste Line Item Building (254-112-544-100) in the amount of \$96,205.60 and 50% from the Highway Department Fund Line Item Pekin Landfill Construction (202-311-544-050) in the amount of \$96,205.60.

WHEREAS, by prior action, the Tazewell County Board has waived the competitive bidding requirements for this project; and

WHEREAS, the Tazewell County State's Attorney has determined that the Overweight Truck Agreement is no longer in effect and therefore does not restrict the use of such escrow monies.

THEREFORE BE IT RESOLVED that the County authorizes the contract with Coulter Construction for mitigation work in the amount not to exceed \$192,411.20.

PROCEEDINGS OF COUNTY BOARD 27TH DAY OF OCTOBER, 2004

THEREFORE BE IT FURTHER RESOLVED that the County Clerk notify the Board Chairman, County Administrator, Director of the Health Department Gordon Poquette; Chairman of the Health Services Committee Greg Sinn and the Auditor of this action.

PASSED THIS 27TH DAY OF OCTOBER, 2004.

ATTEST:

Cherie Allred
County Clerk

James E. Unalder
County Board Chairman

Motion by Member Carius, second by Member Godar to approve Resolution No. 5.
Carried by Voice Vote.

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, Tazewell County and R.J. Longo Construction Co., Inc., and Virotech Systems, Inc., as a joint venture d/b/a Environmental Protection & Improvement Corporations, hereinafter referred to as "EPIC" did enter an Overweight Agreement, attached hereto, for EPIC to haul sludge from the South Pekin rail yard to the former Pekin Metro Landfill, hereafter Landfill, utilizing Townline Road (County Highway 7) and Towerline Road (County Highway 11), hereafter County Highways, on or about May 1, 1991; and,

WHEREAS, said Overweight Agreement resulted in the establishment of an Escrow account by EPIC to cover certain costs incurred by Tazewell County, in the maintenance and improvements of said County Highways; and,

WHEREAS, said escrow account was established at Herget Bank as the "Overweight Vehicle Surcharge" account, hereafter Escrow Account; and,

WHEREAS, among such costs eligible for reimbursement by the Escrow Account are those of a 2½ inch hot-mix asphalt overlay being of the same composite material as that existing provided such costs are determined through the competitive bidding process upon the termination of the agreement; and,

WHEREAS, the Landfill ceased operations in 1998; and,

WHEREAS, the Certificate of Good Standing as issued by the Illinois Secretary of State for R.J. Longo Construction Co., Inc. to do business in the State of Illinois was revoked on September 1, 1995; and,

WHEREAS, the Certificate of Good Standing as issued by the Illinois Secretary of State for Virotech Systems, Inc. to do business in the State of Illinois was revoked on September 1, 1993; and,

WHEREAS, in 2000 a section of the applicable portion of Townline Road (County Highway 7) existing as a hot-mix asphalt surfaced road received a 2¼" hot-mix asphalt overlay at a cost of \$188, 806.52; and,

WHEREAS, in 2007 the remainder of the applicable portion of Townline Road (County Highway 7) existing as a hot-mix asphalt surfaced road received a 2¼" hot-mix asphalt overlay at a cost of \$554,251.87; and,

WHEREAS, in 2007 the applicable portion of Towerline Road (County Highway 11) existing as a hot-mix asphalt surfaced road received a 2¼" hot-mix asphalt overlay at a cost of \$209,398.89; and,

WHEREAS, such costs were determined through the competitive bidding process; and,

WHEREAS, the Escrow Account balance as of January 31, 2022 was \$283,946.51; and,

WHEREAS, the total cost of hot-mix asphalt overlays exceeds the available balance of the Escrow Account; and,

WHEREAS, those costs were incurred by the Tazewell County Highway Department;

NOW THEREFORE BE IT RESOLVED, that all remaining funds in the Escrow Account be paid to and deposited in the County Highway Fund; and,

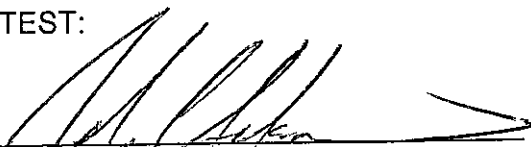
BE IT FURTHER RESOLVED, that the Escrow Account be closed; and,

BE IT FURTHER RESOLVED, that the County Board Chairman and County Treasurer are hereby authorized to take such actions and execute such instruments as are necessary to effectuate this resolution; and,

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

ADOPTED THIS 30th DAY OF MARCH, 2022

ATTEST:


TAZEWELL COUNTY CLERK


TAZEWELL COUNTY BOARD CHAIRMAN

*Overweight
Vehicle
Permit*

Overweight Agreement

This Agreement is entered into this _____ day of May, 1991, by and between the County of Tazewell, a body politic and corporate, hereinafter referred to as "County", and R.J. Longo Construction Co., Inc., and Virotech Systems, Inc., as a joint venture d/b/a Environmental Protection & Improvement Corporations, hereinafter referred to as "EPIC".

Whereas, EPIC desires to transport special wastes which consists of dried processed sewerage sludge originating from the Passaic Valley Sewerage Commission of New Jersey (hereinafter referred to as "material") from the South Pekin rail yard to Pekin Metro Landfill via Townline Road and Towerline Road (hereinafter "Roads"), a distance of approximately 3.5 miles of county highways, in vehicles with gross weights of up to 73,280 pounds.

Whereas, County desires to protect the above County highways from damage from overweight vehicles and agrees to issue an overweight permit to EPIC or its agents in exchange for payment in accordance with the terms of this Agreement.

Whereas, this Overweight Agreement is contingent upon execution of the Agreement entitled "Tipping Fee Agreement".

Terms of Agreement:

1. EPIC shall pay \$295,000 into an interest bearing escrow account to be established and invested by the County Treasurer to secure payment as outlined below. Interest shall be invested and remain in such escrow account and interest together with principal shall be disbursed in accordance with the terms as set forth below.

2. During the term of this Agreement, funds may only be expended by the County for maintenance and improvement of the above described roads, it being agreed that the County shall draw down \$4,000 per month or part thereof for the first 45 months of this Agreement. Any additional charges against the escrow must be based upon actual maintenance and improvements in excess of the \$3,000 per month.

3. EPIC or its agents shall be issued overweight permits for 650 overweight truckloads of "material" per month, Monday through Friday between 7:00 a.m. and 4:30 p.m. for a period of 60 months from the date hereof to travel the "Roads". The hours of operation may vary if weather, work stoppages, Rail problems, or other circumstances beyond EPIC's control occur. Under no circumstances shall any such loads be transported on these Roads on Sunday. The County reserves the right to authorize transportation of any loads at any other times.

4. In the event EPIC can no longer bring the material to Pekin Metro Landfill for any reason, then EPIC may, upon giving 90 days prior written notice to the County, obtain the balance of the escrow except that EPIC agrees to pay the cost of a 2 1/2 inch overlay of the Roads, being of the same composite material as the existing Roads, out of such escrow, but not otherwise, such cost to be determined through the competitive bidding process upon termination of this Agreement in addition to payment for any maintenance to the Roads throughout the duration of this Agreement, provided that termination of EPIC's operations involving Pekin Metro Landfill does not occur within nine months from May 1, 1991, or is not the result, directly or indirectly, of any improper act or improper omission to act on the part of the County of Tazewell, its agents, servants, employees, or representatives, whether formal or informal, unless such termination is a consequence of any wrongful act or negligence on the part of EPIC.

Handwritten initials: R17

5. Illinois law shall apply to this Agreement and proper venue shall be in the County of Tazewell, Illinois, for State court and the Central District of Illinois for Federal court.

6. The facility presently in place at the South Pekin Rail Yard, in the way it has been operated to the date of this agreement, is not a waste transfer facility.

Effective date: May 1, 1991.

County of Tazewell, a body politic and corporate,

R.J. Longo Construction Co., Inc and Virotech Systems, Inc. d/b/a Environmental Protection & Improvement Corporation,

By: *Larry G. Rubin*
Board Chairman

By: *[Signature]*
R.J. Longo Construction Co. Inc.,

ATTEST:

By: *[Signature]*
Virotech Systems, Inc.

[Signature]
County Clerk

Tipping Fee Agreement

This Agreement is entered into this _____ day of May, 1991 by and between Tazewell County, a body politic and Waste, Ltd., R.J. Longo Construction Co., Inc. and Virotech Systems, Inc., d/b/a/ EPIC.

Whereas, EPIC intends to bring dried processed sewerage sludge from Passaic Valley Sewerage Commission to Pekin Metro Landfill that may or may not be exempt from the County tipping fee as pollution control waste.

Whereas, the county tipping fee is presently 15 cents per yard and may be increased by ordinance in accordance with the Illinois Environmental Protection Act provided any such increase applies to all material in Tazewell County.

Whereas, the County expects to be granting EPIC or its agents the right to travel certain roadways from the South Pekin Rail Yard down Town Line Road to Towerline Road to Pekin Metro Landfill under the terms of a separate agreement.

It is agreed as follows:

1. EPIC and Waste, Ltd., jointly and severally agree to pay a fee at a rate equivalent to the prevailing county tipping fee applicable to all other solid waste disposed of in the County of Tazewell, as such fee may be modified from time to time.

2. This Agreement is contingent upon Tazewell County allowing EPIC or its agents to travel the above roadways at a gross weight not to exceed 73,280 pounds pursuant to a separate agreement for the entire duration of that agreement.

3. Tazewell County shall not seek to ~~tax~~ the Landfill for the same material (so that it only collects the tax once). *collect the same tipping fee from EPIC, 5-13-91*

4. Illinois law shall apply to this Agreement and proper venue shall be in the County of Tazewell.

Tazewell County, a body politic

by: Larry G. Koch

ATTEST:

Thomas A. Gray
Tazewell County Clerk

R.J. Longo Construction Co., Inc.
& Virotech Systems, Inc. d/b/a/
EPIC

by: Robert Longo
Robert Longo President
Waste, Ltd.

by: _____

11-10-05

Steve

With this not restricted, is it to be put in Hwy funds?

Thanks
Mary

5975

Mary

Since Escrow is no longer in effect. The County Board may transfer to Highway fund pursuant to attached Resolution

Steve

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PROCEEDINGS OF COUNTY BOARD 27TH DAY OF OCTOBER, 2004

Motion by Member Sinn, second by Member Ackerman to approve Resolution No. 4.
Carried by Voice Vote.

Resolution No. 4

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:

[Signature] _____

[Signature] _____

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to authorize the execution of a Contract with Coulter Construction for mitigation work at the Pekin Landfill; and

WHEREAS, the amount of the Contract is not to exceed \$192,411.20; and

WHEREAS, the scope of work to be included in the mitigation will include:

- construction of a drainage ditch
- repair of roads serving the north and south cells of the Pekin Landfill
- provide cover for the south cell of the landfill
- provide cover for the north cell of the landfill

WHEREAS, the \$192,411.20 will be paid 50% from Solid Waste Line Item Building (254-112-544-100) in the amount of \$96,205.60 and 50% from the Highway Department Fund Line Item Pekin Landfill Construction (202-311-544-050) in the amount of \$96,205.60.

WHEREAS, by prior action, the Tazewell County Board has waived the competitive bidding requirements for this project; and

WHEREAS, the Tazewell County State's Attorney has determined that the Overweight Truck Agreement is no longer in effect and therefore does not restrict the use of such escrow monies.

THEREFORE BE IT RESOLVED that the County authorizes the contract with Coulter Construction for mitigation work in the amount not to exceed \$192,411.20.

PROCEEDINGS OF COUNTY BOARD 27TH DAY OF OCTOBER, 2004

THEREFORE BE IT FURTHER RESOLVED that the County Clerk notify the Board Chairman, County Administrator, Director of the Health Department Gordon Poquette; Chairman of the Health Services Committee Greg Sinn and the Auditor of this action.

PASSED THIS 27TH DAY OF OCTOBER, 2004.

ATTEST:

Christie A. Webb
County Clerk

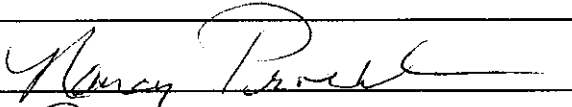
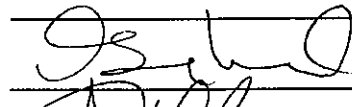
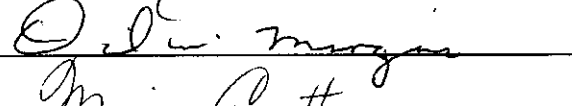

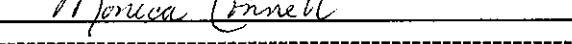
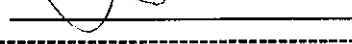
James E. Unsworth
County Board Chairman

Motion by Member Carius, second by Member Godar to approve Resolution No. 5.
Carried by Voice Vote.

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 for one (1) new Tandem Axle Truck including 15' dump body, hoist, hydraulics, wing plow and pre-wet system installed and;

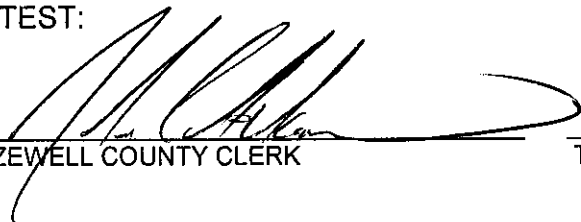
WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Truck Centers, Inc., in the amount of \$207,190.00 for a new 2023 Western Star 49X tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, 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 30th DAY OF MARCH, 2022

ATTEST:


 TAZEWELL COUNTY CLERK


 TAZEWELL COUNTY BOARD CHAIRMAN

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.

Karen Pracht

J. W. Mungus

[Signature]

Monica Curritt

[Signature]

[Signature]

RESOLUTION

WHEREAS, Resolution T-21-38 was approved by the County Board 29Sep2021 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) but was rejected by IDOT due to the new requirement that a Statement of Proposed Road Improvement (BLR 09120) be signed and dated on or before 29Sep2021 for resolution T-21-38; and

WHEREAS, resolution T-22-4 was approved by the County Board 23Feb2022 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) which supplanted and nullified Resolution T-21-38 due to a second requested change by IDOT in said agreement; and

WHEREAS, bridge replacement remains necessary under Section 19-08124-00-BR for the bridge on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) necessitating an agreement for engineering services; and

WHEREAS, an attached updated agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Hampton, Lenzini & Renwick, 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 thereby supplanting and nullifying Resolutions T-21-38 and T-22-4; and

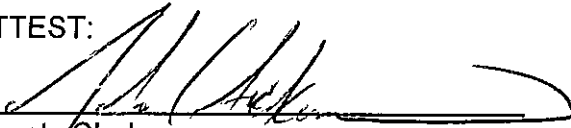
WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

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


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

ADOPTED this 30th day of March, 2022.

ATTEST:



County Clerk



County Board Chairman



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Tazewell County Groveland Township		Tazewell	19-08124-00-BR	
Project Number	Contact Name	Phone Number	Email	
	Craig Fink	(309) 925-5532	cfink@tazewell.com	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Unsicker Road	TR 170	600 ft	090-3107 Ex; 3258 Prop
Location Termini			Add Location
NE 1/4, Section 36, 2 miles west of Morton			Remove Location
Project Description			
Bridge Replacement: Survey, PBDHR, Asbestos Clearance, Borings, Design, Plans, Proposal Booklet, Right-of-Way/ Easement plats, legals and property monuments.			

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hampton, Lenzini & Renwick, Inc.	Steve Megginson	(217) 546-3400	swmegginson@hlreng.com
Address	City	State	Zip Code
3085 Adlai Stevenson Drive, Suite 201	Springfield	IL	62703

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: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate _____ (Maximum Fee \$150,000)

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

III. **IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant		
Hampton, Lenzini & Renwick, Inc	TIN/FEIN/SS Number	Agreement Amount
		\$70,666.00
Subconsultants		
Ramsey & Associates (Geotech)	TIN/FEIN/SS Number	Agreement Amount
		\$5,100.00
	Subconsultant Total	\$5,100.00
	Prime Consultant Total	\$70,666.00
	Total for all work	\$75,766.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of Local Public Agency

By 4/4/22

By 04.04.22

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Hampton, Lenzini & Renwick, Inc.

By



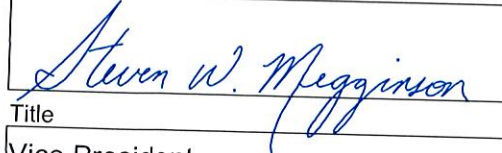
Date

03/11/2022

Title

Senior Structural Engineer

By



Date

03/11/2022

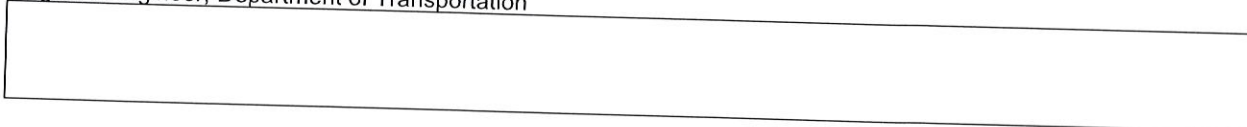
Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation

Date



Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**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

- a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
- h. Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, as necessary.
- i. Assist the LA in the tabulations and interpretation of the contractor's proposals.
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets..
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- l. Perform field staking of proposed roadway centerline and offsets, proposed abutment and pier locations, piling and necessary offsets need for the layout and construction of the proposed improvements.
- m. Provide onsite observation of the proposed construction as requested by the LA, including completion of daily field diary and Inspector Daily Reports as requested by the ENGINEER.

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Field Survey and Data Plotting: September, 2021
Environmental Surveys, Permitting,: September, 2021- December, 2021
Preliminary Designs: October, 2021
Contract Plans, Specifications and Estimates-approved: December 2022
Right-of-Way Documents: January 2023
Project Letting: February, 2024

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**Exhibit C
Direct Costs Check Sheet**

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

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

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

Exhibit D

Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Hampton, Lenzini & Renwick,
Prime
S Megginson

DATE 03/11/22
PTB NO. 2022

CONTRACT TERM 18 MONTHS
START DATE 5/1/2022
RAISE DATE 1/1/2023

OVERHEAD RATE 160.00%
COMPLEXITY FACTOR 0
% OF RAISE 2%

END DATE 10/31/2023

ESCALATION PER YEAR

Year	First date	Last date	Months	% of Contract
0	5/1/2022	1/1/2023	8	44.44%
1	1/2/2023	11/1/2023	10	56.67%

The total escalation = 1.11%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Hampton, Lenzini & Ren DATE
Prime
2022

03/11/22

ESCALATION FACTOR 1.11%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$ 73.75	\$74.57
ENGINEER 6	\$ 61.42	\$62.10
ENGINEER 5	\$ 52.50	\$53.08
ENGINEER 4	\$ 50.75	\$51.31
ENGINEER 3	\$ 45.40	\$45.90
ENGINEER 2	\$ 34.75	\$35.14
ENGINEER 1	\$ 27.56	\$27.87
STRUCTURAL 2	\$ 63.75	\$64.46
STRUCTURAL 1	\$ 51.33	\$51.90
TECHNICIAN 3	\$ 41.50	\$41.96
TECHNICIAN 2	\$ 34.33	\$34.71
TECHNICIAN 1	\$ 23.94	\$24.21
INTERN/TEMP	\$ 16.00	\$16.18
LAND ACQUISITION	\$ 45.33	\$45.83
SURVEY 2	\$ 43.17	\$43.65
SURVEY 1	\$ 36.17	\$36.57
ENVIRONMTL 2	\$ 45.00	\$45.50
ENVIRONMTL 1	\$ 24.25	\$24.52
ADMIN 2	\$ 42.33	\$42.80
ADMIN 1	\$ 22.50	\$22.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Hampton, Lenzini & Renwick, Inc.
 PRIME/SUPPLEMENT Prime
 PTB NO. 2022

DATE 03/11/22

NAME	Direct Labor Total	Contribution to Prime Consultant
Ramsey & Associates	5,100.00	510.00
Total	5,100.00	510.00

AVERAGE HOURLY PROJECT RATES

RM Hampton, Lenzini & Renwick, Inc.
 TB 2022
 TIME/SUPPLEMENT Prime

DATE 03/11/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Field Survey&Plotting			Environmental Coord.			PBDHR/ Scour Eval			Prefinal Plans			Final Plans, Specs		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	0.0																	
ENGINEER 6	0.0																	
ENGINEER 5	0.0																	
ENGINEER 4	70.0	11.44%	5.87															
ENGINEER 3	0.0																	
ENGINEER 2	50.0	8.17%	2.87															
ENGINEER 1	8.0	1.31%	0.36															
STRUCTURAL 2	36.0	5.88%	3.79															
STRUCTURAL 1	48.0	7.84%	4.07															
TECHNICIAN 3	0.0																	
TECHNICIAN 2	194.0	31.70%	11.00															
TECHNICIAN 1	40.0	6.54%	1.58															
TERN/TEMP	0.0																	
LAND ACQUISITION	45.83	0.98%	0.45															
IRVEY 2	43.65	7.52%	3.28															
IRVEY 1	36.57	7.52%	2.75															
WIRONMTL 2	45.50	1.14%	0.52															
WIRONMTL 1	24.52	2.45%	0.90															
ADMIN 2	42.80	1.31%	0.56															
ADMIN 1	22.75	6.21%	1.41															
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
TOTALS	612.0	100%	\$39.12	108.0	100.00%	\$38.11	33.0	100%	\$30.55	81.0	100%	\$40.35	256.0	100%	\$40.27	60.0	100%	\$37.02

AVERAGE HOURLY PROJECT RATES

IRM
 TB
 TIME/SUPPLEMENT Prime

Hampton, Lenzini & Renwick, Inc.
 2022

DATE 03/11/22

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES		Final Plans, Specs			Right-of-Way Plats/Legals			Coord. QCQA, Admin										
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
PRINCIPAL			74.57																
ENGINEER 6			62.10																
ENGINEER 5			53.08																
ENGINEER 4	4	8.33%	51.31	4	15.38%	7.89													
ENGINEER 3			45.90																
ENGINEER 2			35.14																
ENGINEER 1			27.87																
STRUCTURAL 2			64.46			14.88													
STRUCTURAL 1			51.90																
TECHNICIAN 3			41.96																
TECHNICIAN 2	12	25.00%	34.71	12	8.68														
TECHNICIAN 1			24.21																
TEMPERATURE			16.18																
LAND ACQUISITION			45.83																
DRIVEWAY			43.65			14.55													
DRIVEWAY 1	16	33.33%	36.57	16	12.19														
IRONMOUNT 2			45.50																
IRONMOUNT 1			24.52																
MIN 2	8	30.77%	42.80	8	13.17														
MIN 1	8	30.77%	22.75	8	7.00														
TOTALS	48.0	100%	\$39.69	26.0	100%	\$42.94	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0

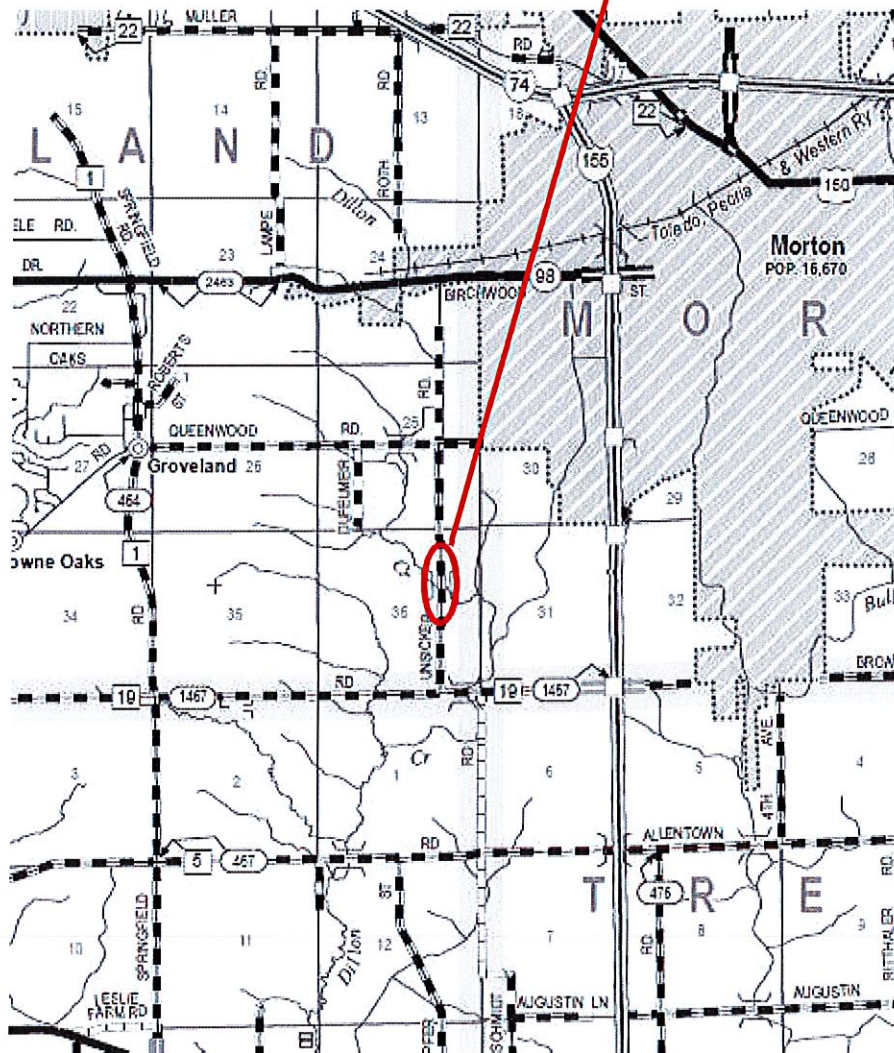
PROJECT LOCATION MAP

Groveland Road District

Tazewell County

Section 19-08124-00-BR

Proposed
Improvement



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.

Nancy Pracht

J. L. Mungus

[Signature]

Monica Chitt

[Signature]

[Signature]

RESOLUTION

WHEREAS, Resolution T-21-38 was approved by the County Board 29Sep2021 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) but was rejected by IDOT due to the new requirement that a Statement of Proposed Road Improvement (BLR 09120) be signed and dated on or before 29Sep2021 for resolution T-21-38; and

WHEREAS, resolution T-22-4 was approved by the County Board 23Feb2022 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) which supplanted and nullified Resolution T-21-38 due to a second requested change by IDOT in said agreement; and

WHEREAS, bridge replacement remains necessary under Section 19-08124-00-BR for the bridge on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) necessitating an agreement for engineering services; and

WHEREAS, an attached updated agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Hampton, Lenzini & Renwick, 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 thereby supplanting and nullifying Resolutions T-21-38 and T-22-4; and

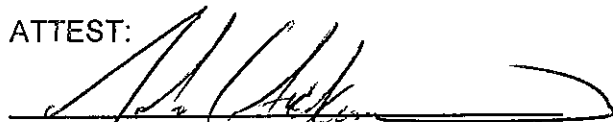
WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

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


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

ADOPTED this 30th day of March, 2022.

ATTEST:



County Clerk



County Board Chairman



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: MFT PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency Tazewell County Groveland Township	County Tazewell	Section Number 19-08124-00-BR	Job Number
Project Number 	Contact Name Craig Fink	Phone Number (309) 925-5532	Email cfink@tazewell.com

SECTION PROVISIONS

Local Street/Road Name Unsicker Road	Key Route TR 170	Length 600 ft	Structure Number 090-3107 Ex; 3258 Prop
Location Termini NE 1/4, Section 36, 2 miles west of Morton			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>
Project Description Bridge Replacement: Survey, PBDHR, Asbestos Clearance, Borings, Design, Plans, Proposal Booklet, Right-of-Way/ Easement plats, legals and property monuments.			

Engineering Funding: MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Hampton, Lenzini & Renwick, Inc.	Contact Name Steve Megginson	Phone Number (217) 546-3400	Email swmegginson@hlreng.com
Address 3085 Adlai Stevenson Drive, Suite 201	City Springfield	State IL	Zip Code 62703

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: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate _____ (Maximum Fee \$150,000)

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc		\$70,666.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Ramsey & Associates (Geotech)		\$5,100.00
	Subconsultant Total	\$5,100.00
	Prime Consultant Total	\$70,666.00
	Total for all work	\$75,766.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By Date

By Date

Name of Local Public Agency Local Public Agency Type Clerk

Title

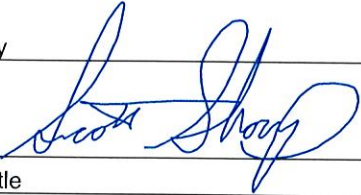
(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Hampton, Lenzini & Renwick, Inc.

By  Date
03/11/2022

Title
Senior Structural Engineer

By  Date
03/11/2022

Title
Vice President

APPROVED:

Regional Engineer, Department of Transportation

Date

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**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

- a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
- h. Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, as necessary.
- i. Assist the LA in the tabulations and interpretation of the contractor's proposals.
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets..
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- l. Perform field staking of proposed roadway centerline and offsets, proposed abutment and pier locations, piling and necessary offsets need for the layout and construction of the proposed improvements.
- m. Provide onsite observation of the proposed construction as requested by the LA, including completion of daily field diary and Inspector Daily Reports as requested by the ENGINEER.

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Field Survey and Data Plotting: September, 2021
Environmental Surveys, Permitting,: September, 2021- December, 2021
Preliminary Designs: October, 2021
Contract Plans, Specifications and Estimates-approved: December 2022
Right-of-Way Documents: January 2023
Project Letting: February, 2024

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**Exhibit C
Direct Costs Check Sheet**

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

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

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**Exhibit D
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

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

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
---	---	--------------------------	--------------------------

Selection committee (titles) for this project

--

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

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

PAYROLL ESCALATION TABLE FIXED RAISES

IRM NAME
PRIME/SUPPLEMENT
prepared By

Hampton, Lenzini & Renwick,
Prime
S Megginson

DATE 03/11/22
PTB NO. 2022

CONTRACT TERM 18 MONTHS
START DATE 5/1/2022
RAISE DATE 1/1/2023
END DATE 10/31/2023

OVERHEAD RATE 160.00%
COMPLEXITY FACTOR 0
% OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2022	1/1/2023	8	44.44%
1	1/2/2023	11/1/2023	10	56.67%

The total escalation = 1.11%

PAYROLL RATES

FIRM NAME Hampton, Lenzini & Ren DATE 03/11/22
 PRIME/SUPPLEMENT Prime
 PTB NO. 2022

ESCALATION FACTOR 1.11%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$ 73.75	\$74.57
ENGINEER 6	\$ 61.42	\$62.10
ENGINEER 5	\$ 52.50	\$53.08
ENGINEER 4	\$ 50.75	\$51.31
ENGINEER 3	\$ 45.40	\$45.90
ENGINEER 2	\$ 34.75	\$35.14
ENGINEER 1	\$ 27.56	\$27.87
STRUCTURAL 2	\$ 63.75	\$64.46
STRUCTURAL 1	\$ 51.33	\$51.90
TECHNICIAN 3	\$ 41.50	\$41.96
TECHNICIAN 2	\$ 34.33	\$34.71
TECHNICIAN 1	\$ 23.94	\$24.21
INTERN/TEMP	\$ 16.00	\$16.18
LAND ACQUISITION	\$ 45.33	\$45.83
SURVEY 2	\$ 43.17	\$43.65
SURVEY 1	\$ 36.17	\$36.57
ENVIRONMTL 2	\$ 45.00	\$45.50
ENVIRONMTL 1	\$ 24.25	\$24.52
ADMIN 2	\$ 42.33	\$42.80
ADMIN 1	\$ 22.50	\$22.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Hampton, Lenzini & Renwick, Inc.
 PRIME/SUPPLEMENT Prime
 PTB NO. 2022

DATE 03/11/22

NAME	Direct Labor Total	Contribution to Prime Consultant
Ramsey & Associates	5,100.00	510.00
Total	5,100.00	510.00

AVERAGE HOURLY PROJECT RATES

M Hampton, Lenzini & Renwick, Inc.
 3 2022
 IE/SUPPLEMENT Prime

DATE 03/11/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Field Survey & Plotting			Environmental Coord.			PBDHR/ Scour Eval			Prefinal Plans			Final Plans, Specs		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
MANAGERIAL	0.0																	
ENGINEER 6	0.0																	
ENGINEER 5	0.0																	
ENGINEER 4	70.0	11.44%	5.87															
ENGINEER 3	0.0																	
ENGINEER 2	50.0	8.17%	2.87															
ENGINEER 1	8.0	1.31%	0.36															
CONTRACTOR 2	36.0	5.88%	3.79															
CONTRACTOR 1	48.0	7.84%	4.07															
MECHANIC 3	0.0																	
MECHANIC 2	194.0	31.70%	11.00	40	37.04%	12.86	6	18.18%	6.31	16	19.75%	6.86	100	39.06%	13.56	20	33.33%	11.57
MECHANIC 1	40.0	6.54%	1.58										40	15.63%	3.78			
INTERN/TEMP	0.0																	
FIELD ACQUISITION	6.0	0.98%	0.45	6	5.56%	2.55												
DRIVEY 2	46.0	7.52%	3.28	30	27.78%	12.12												
DRIVEY 1	46.0	7.52%	2.75	30	27.78%	10.16												
IRONMNTL 2	7.0	1.14%	0.52				7	21.21%	9.65									
IRONMNTL 1	15.0	2.45%	0.60				15	45.45%	11.15									
MIN 2	8.0	1.31%	0.56															
MIN 1	38.0	6.21%	1.41	2	1.85%	0.42	5	15.15%	3.45	5	6.17%	1.40	6	2.34%	0.53	12	20.00%	4.55
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
TOTALS	612.0	100%	\$39.12	108.0	100.00%	\$38.11	33.0	100%	\$30.55	81.0	100%	\$40.35	256.0	100%	\$40.27	60.0	100%	\$37.02

AVERAGE HOURLY PROJECT RATES

M Hampton, Lenzini & Renwick, Inc.

3 2022

DATE 03/11/22

ME/SUPPLEMENT Prime

SHEET 2 OF 5

PAYROLL ASSIGNATION	AVG HOURLY RATES		Final Plans, Specs		Right-of-Way Plats/Legals			Coord, QCQA, Admin			Hours			Wgtd Avg			
	Hours	Part.	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
PRINCIPAL		74.57															
ENGINEER 6		62.10															
ENGINEER 5		53.08															
ENGINEER 4	4	51.31	4	8.33%	4	15.38%	7.89										
ENGINEER 3		45.90															
ENGINEER 2		35.14															
ENGINEER 1		27.87															
STRUCTURAL 2		64.46			6	23.08%	14.88										
STRUCTURAL 1		51.90															
MECHANICIAN 3		41.96															
MECHANICIAN 2		34.71	12	25.00%			8.68										
MECHANICIAN 1		24.21															
PERN/TEMP		16.18															
LAND ACQUISITION		45.83															
DRIVEY 2		43.65	16	33.33%			14.55										
DRIVEY 1		36.57	16	33.33%			12.19										
VIRONMTL 2		45.50															
VIRONMTL 1		24.52															
MIN 2		42.80			8	30.77%	13.17										
MIN 1		22.75			8	30.77%	7.00										
TOTALS	48.0		100%		26.0	100%	\$42.94	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0%

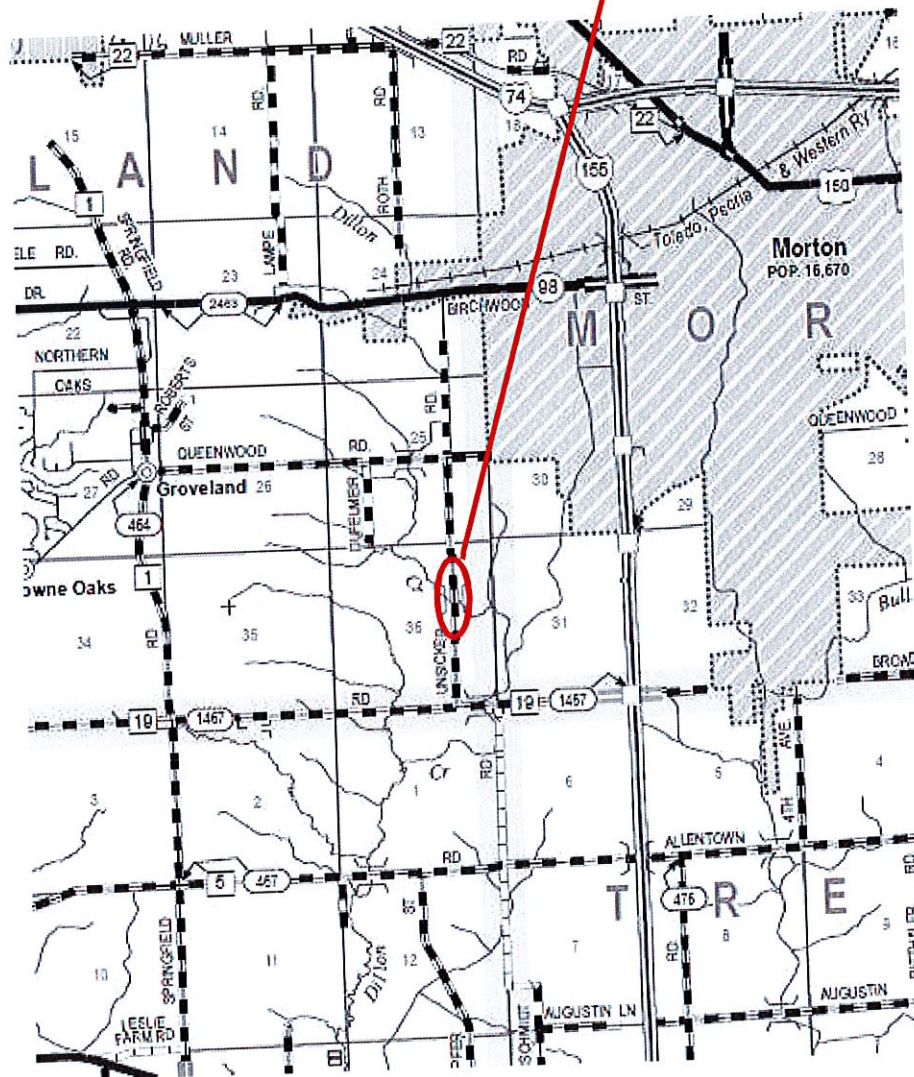
PROJECT LOCATION MAP

Groveland Road District

Tazewell County

Section 19-08124-00-BR

Proposed
Improvement



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.

Nancy Pracht

J. W. Mungus

[Signature]

Monica Christ

[Signature]

[Signature]

RESOLUTION

WHEREAS, Resolution T-21-38 was approved by the County Board 29Sep2021 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) but was rejected by IDOT due to the new requirement that a Statement of Proposed Road Improvement (BLR 09120) be signed and dated on or before 29Sep2021 for resolution T-21-38; and

WHEREAS, resolution T-22-4 was approved by the County Board 23Feb2022 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) which supplanted and nullified Resolution T-21-38 due to a second requested change by IDOT in said agreement; and

WHEREAS, bridge replacement remains necessary under Section 19-08124-00-BR for the bridge on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) necessitating an agreement for engineering services; and

WHEREAS, an attached updated agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Hampton, Lenzini & Renwick, 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 thereby supplanting and nullifying Resolutions T-21-38 and T-22-4; and

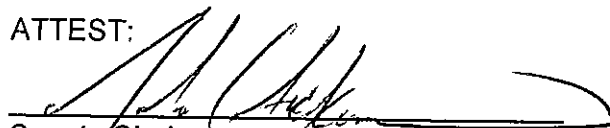
WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

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

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

ADOPTED this 30th day of March, 2022.

ATTEST:



County Clerk



County Board Chairman



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency **Tazewell County Groveland Township** County **Tazewell** Section Number **19-08124-00-BR** Job Number

Project Number Contact Name **Craig Fink** Phone Number **(309) 925-5532** Email **cfink@tazewell.com**

SECTION PROVISIONS

Local Street/Road Name **Unsicker Road** Key Route **TR 170** Length **600 ft** Structure Number **090-3107 Ex; 3258 Prop**

Location Termini **NE 1/4, Section 36, 2 miles west of Morton**

Project Description **Bridge Replacement: Survey, PBDHR, Asbestos Clearance, Borings, Design, Plans, Proposal Booklet, Right-of-Way/ Easement plats, legals and property monuments.**

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name **Hampton, Lenzini & Renwick, Inc.** Contact Name **Steve Megginson** Phone Number **(217) 546-3400** Email **swmegginson@hlreng.com**

Address **3085 Adlai Stevenson Drive, Suite 201** City **Springfield** State **IL** Zip Code **62703**

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

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate _____ (Maximum Fee \$150,000)

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

III. **IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

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

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

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

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.


AGREEMENT SUMMARY


Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc		\$70,666.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Ramsey & Associates (Geotech)		\$5,100.00
Subconsultant Total		\$5,100.00
Prime Consultant Total		\$70,666.00
Total for all work		\$75,766.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By  Date

By  Date

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

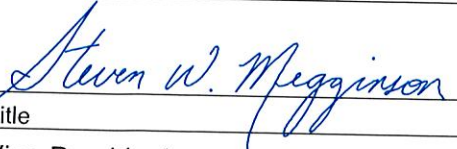
Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Hampton, Lenzini & Renwick, Inc.

By  Date
 03/11/2022

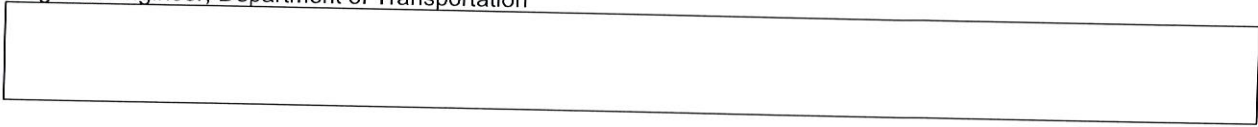
By  Date
 03/11/2022

Title
 Senior Structural Engineer

Title
 Vice President

APPROVED:

Regional Engineer, Department of Transportation

 Date

**EXHIBIT A
SCOPE OF SERVICES**

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

- a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
- h. Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, as necessary.
- i. Assist the LA in the tabulations and interpretation of the contractor's proposals.
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets..
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- l. Perform field staking of proposed roadway centerline and offsets, proposed abutment and pier locations, piling and necessary offsets need for the layout and construction of the proposed improvements.
- m. Provide onsite observation of the proposed construction as requested by the LA, including completion of daily field diary and Inspector Daily Reports as requested by the ENGINEER.

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Field Survey and Data Plotting: September, 2021
Environmental Surveys, Permitting,: September, 2021- December, 2021
Preliminary Designs: October, 2021
Contract Plans, Specifications and Estimates-approved: December 2022
Right-of-Way Documents: January 2023
Project Letting: February, 2024

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**Exhibit C
Direct Costs Check Sheet**

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

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

**Exhibit D
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Hampton, Lenzini & Renwick, J
Prime
S Megginson

DATE 03/11/22
PTB NO. 2022

CONTRACT TERM 18 MONTHS
START DATE 5/1/2022
RAISE DATE 1/1/2023
END DATE 10/31/2023

OVERHEAD RATE 160.00%
COMPLEXITY FACTOR 0
% OF RAISE 2%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2022	1/1/2023	8	44.44%
1	1/2/2023	11/1/2023	10	56.67%

The total escalation = 1.11%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Hampton, Lenzini & Rem DATE
Prime
2022

03/11/22

ESCALATION FACTOR 1.11%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$ 73.75	\$74.57
ENGINEER 6	\$ 61.42	\$62.10
ENGINEER 5	\$ 52.50	\$53.08
ENGINEER 4	\$ 50.75	\$51.31
ENGINEER 3	\$ 45.40	\$45.90
ENGINEER 2	\$ 34.75	\$35.14
ENGINEER 1	\$ 27.56	\$27.87
STRUCTURAL 2	\$ 63.75	\$64.46
STRUCTURAL 1	\$ 51.33	\$51.90
TECHNICIAN 3	\$ 41.50	\$41.96
TECHNICIAN 2	\$ 34.33	\$34.71
TECHNICIAN 1	\$ 23.94	\$24.21
INTERN/TEMP	\$ 16.00	\$16.18
LAND ACQUISITION	\$ 45.33	\$45.83
SURVEY 2	\$ 43.17	\$43.65
SURVEY 1	\$ 36.17	\$36.57
ENVIRONMTL 2	\$ 45.00	\$45.50
ENVIRONMTL 1	\$ 24.25	\$24.52
ADMIN 2	\$ 42.33	\$42.80
ADMIN 1	\$ 22.50	\$22.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Hampton, Lenzini & Renwick, Inc.
Prime
2022

DATE 03/11/22

NAME	Direct Labor Total	Contribution to Prime Consultant
Ramsey & Associates	5,100.00	510.00
Total	5,100.00	510.00

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM Hampton, Lenzini & Renwick, Inc. **REV** 09/25/2017
PTB 2022 **DATE** 03/11/22
PRIME/SUPPLEMENT Prime **OVERHEAD RATE** 160.00%
 COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Field Survey&Plotting	108	4,116	6,585		1,358			12,059	15.92%
	Environmental Coord.	33	1,008	1,613		333			2,954	3.90%
	PBDHR/ Scour Eval	81	3,268	5,230		1,079	5,100		14,677	19.37%
	Prefinal Plans	256	10,309	16,494		3,402			30,205	39.87%
	Final Plans, Specs	60	2,221	3,554		733			6,508	8.59%
	Final Plans, Specs	48	1,905	3,049		629			5,583	7.37%
	Right-of-Way Plats/Legals	26	1,116	1,786		368			3,271	4.32%
	Coord. QCQA, Admin								0	0.00%
Subconsultant DL										
TOTALS		612	23,944	38,311	0	8,412	5,100	0	75,766	100.00%
			62,255							

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

RM
 TB
 TIME/SUPPLEMENT Prime

Hampton, Lenzini & Renwick, Inc.
 2022

DATE 03/11/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Field Survey & Plotting			Environmental Coord.			PBDHR/ Scour Eval			Prefinal Plans			Final Plans, Specs		
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	0.0																	
ENGINEER 6	0.0																	
ENGINEER 5	0.0																	
ENGINEER 4	70.0	11.44%	5.87															
ENGINEER 3	0.0																	
ENGINEER 2	50.0	8.17%	2.87															
ENGINEER 1	8.0	1.31%	0.36															
STRUCTURAL 2	36.0	5.88%	3.79															
STRUCTURAL 1	48.0	7.84%	4.07															
MECHANICIAN 3	0.0																	
MECHANICIAN 2	194.0	31.70%	11.00															
MECHANICIAN 1	40.0	6.54%	1.58															
INTERN/TEMP	0.0																	
LAND ACQUISITION	6.0	0.98%	0.45															
DRIVEY 2	46.0	7.52%	3.28															
DRIVEY 1	46.0	7.52%	2.75															
ENVIRONMENTAL 2	7.0	1.14%	0.52															
ENVIRONMENTAL 1	15.0	2.45%	0.60															
MIN 2	8.0	1.31%	0.56															
MIN 1	38.0	6.21%	1.41															
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
	0.0																	
TOTALS	612.0	100%	\$39.12	108.0	100.00%	\$38.11	33.0	100%	\$30.55	81.0	100%	\$40.35	256.0	100%	\$40.27	60.0	100%	\$37.02

AVERAGE HOURLY PROJECT RATES

IRM Hampton, Lenzini & Renwick, Inc.
 TB 2022
 TIME/SUPPLEMENT Prime

DATE 03/11/22

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Plans, Specs		Right-of-Way Plats/Legals		Coord, QCQA, Admin		Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	Hours	Wgtd Avg	% Part.	
		Hours	% Part.	Hours	Wgtd Avg	Hours	Wgtd Avg										Hours
PRINCIPAL	74.57																
ENGINEER 6	62.10																
ENGINEER 5	53.08																
ENGINEER 4	51.31	4	8.33%	4	15.38%	7.89											
ENGINEER 3	45.90																
ENGINEER 2	35.14																
ENGINEER 1	27.87																
STRUCTURAL 2	64.46																
STRUCTURAL 1	51.90			6	23.08%	14.88											
TECHNICIAN 3	41.96																
TECHNICIAN 2	34.71	12	25.00%			8.68											
TECHNICIAN 1	24.21																
TERN/TEMP	16.18																
IND ACQUISITION	45.83																
IRVEY 2	43.65	16	33.33%			14.55											
IRVEY 1	36.57	16	33.33%			12.19											
IRONMTL 2	45.50																
IRONMTL 1	24.52																
MIN 2	42.80			8	30.77%	13.17											
MIN 1	22.75			8	30.77%	7.00											
TOTALS		48.0	100%	26.0	100%	\$42.94	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	\$0.00

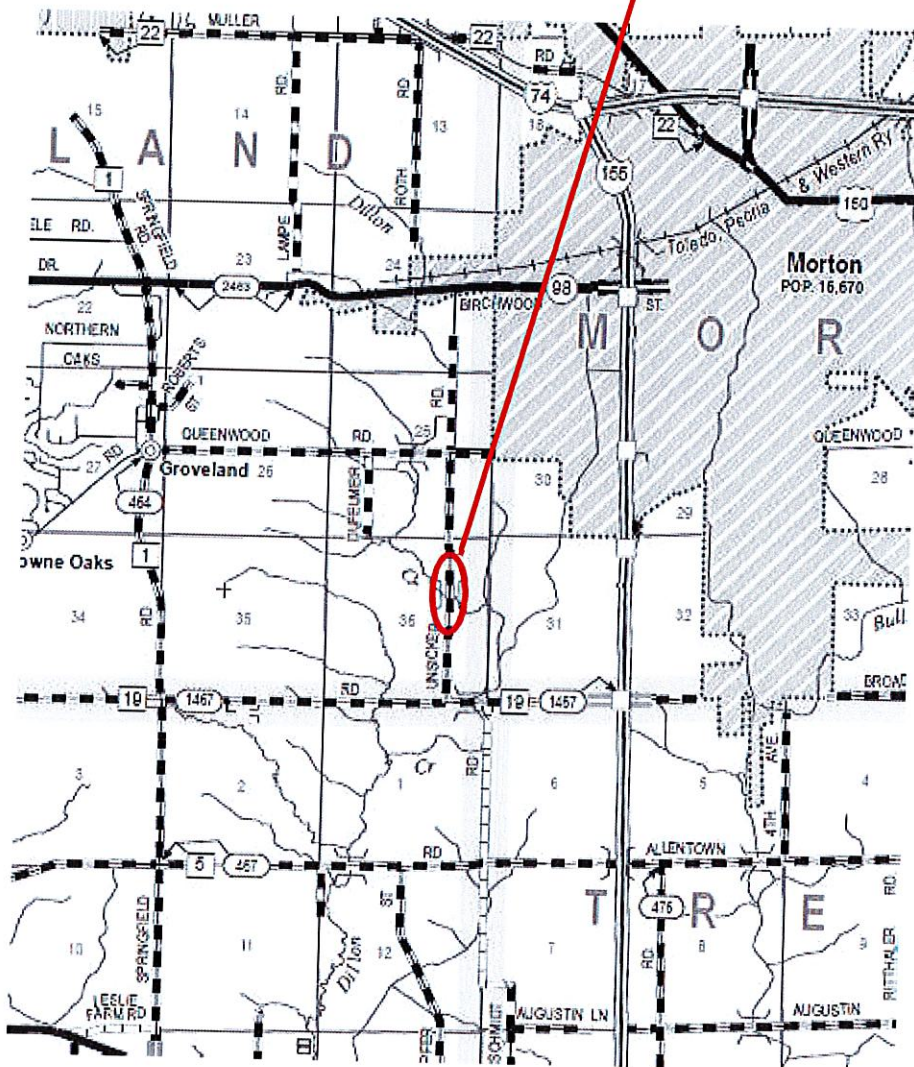
PROJECT LOCATION MAP

Groveland Road District

Tazewell County

Section 19-08124-00-BR


Proposed
Improvement

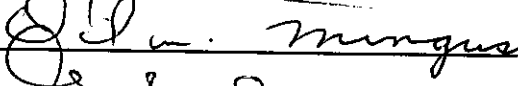



COMMITTEE REPORT

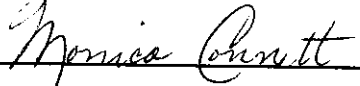
Mr. Chairman and Members of Tazewell County Board:

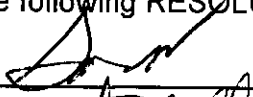
Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

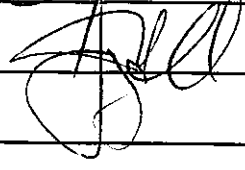












RESOLUTION

WHEREAS, Resolution T-21-38 was approved by the County Board 29Sep2021 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) but was rejected by IDOT due to the new requirement that a Statement of Proposed Road Improvement (BLR 09120) be signed and dated on or before 29Sep2021 for resolution T-21-38; and

WHEREAS, resolution T-22-4 was approved by the County Board 23Feb2022 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) which supplanted and nullified Resolution T-21-38 due to a second requested change by IDOT in said agreement; and

WHEREAS, bridge replacement remains necessary under Section 19-08124-00-BR for the bridge on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) necessitating an agreement for engineering services; and

WHEREAS, an attached updated agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Hampton, Lenzini & Renwick, 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 thereby supplanting and nullifying Resolutions T-21-38 and T-22-4; and

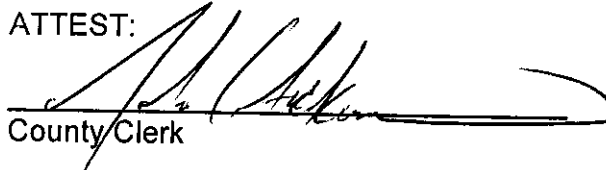
WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

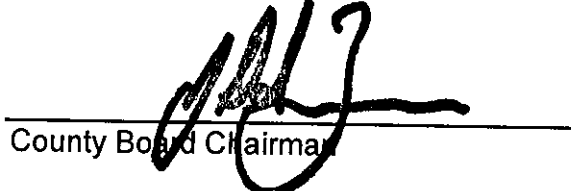
THEREFORE BE IT RESOLVED, that the County Board approve this recommendation.

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

ADOPTED this 30th day of March, 2022.

ATTEST:


County Clerk


County Board Chairman



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: **MFT PE**

Agreement Type: **Original**

LOCAL PUBLIC AGENCY

Local Public Agency Tazewell County Groveland Township		County Tazewell	Section Number 19-08124-00-BR	Job Number
Project Number	Contact Name Craig Fink	Phone Number (309) 925-5532	Email cfink@tazewell.com	

SECTION PROVISIONS

Local Street/Road Name Unsicker Road	Key Route TR 170	Length 600 ft	Structure Number 090-3107 Ex; 3258 Prop
Location Termini NE 1/4, Section 36, 2 miles west of Morton			<input type="button" value="Add Location"/>
			<input type="button" value="Remove Location"/>

Project Description
Bridge Replacement: Survey, PBDHR, Asbestos Clearance, Borings, Design, Plans, Proposal Booklet, Right-of-Way/ Easement plats, legals and property monuments.

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

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Hampton, Lenzini & Renwick, Inc.	Contact Name Steve Megginson	Phone Number (217) 546-3400	Email swmegginson@hlreng.com
Address 3085 Adlai Stevenson Drive, Suite 201	City Springfield	State IL	Zip Code 62703

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: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map
-
-
-

I. THE ENGINEER AGREES

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.
(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

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

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

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate _____ (Maximum Fee \$150,000)
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED.

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

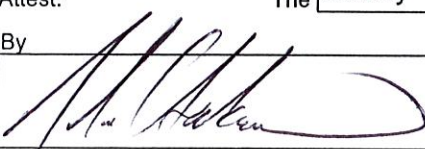
- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

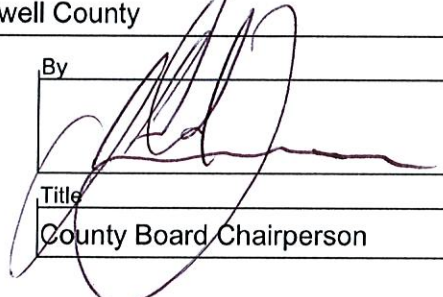
AGREEMENT SUMMARY		
Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc		\$70,666.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Ramsey & Associates (Geotech)		\$5,100.00
Subconsultant Total		\$5,100.00
Prime Consultant Total		\$70,666.00
Total for all work		\$75,766.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Name of Local Public Agency Tazewell County

By  Date 4/14/22

By  Date 04-04-22

Name of Local Public Agency Tazewell County Local Public Agency Type County Clerk

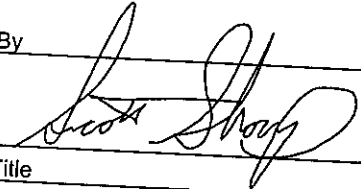
Title County Board Chairperson

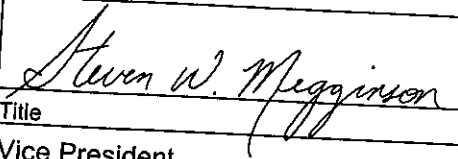
(SEAL)

Executed by the ENGINEER:

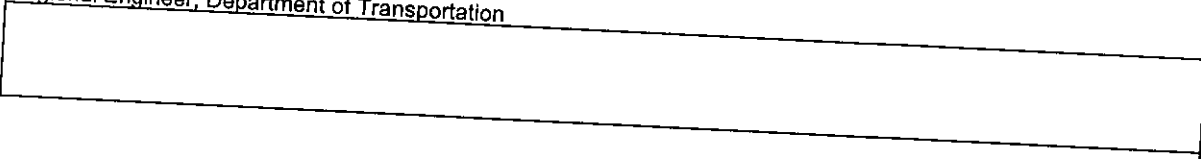
Consultant (Firm) Name
Hampton, Lenzini & Renwick, Inc.

Attest:

By  Date
03/11/2022
Title
Senior Structural Engineer

By  Date
03/11/2022
Title
Vice President

APPROVED:

Regional Engineer, Department of Transportation
 Date

Local Public Agency

Tazewell County Groveland Township

County

Tazewell

Section Number

19-08124-00-BR

**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

- a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b.(X) Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c. (X) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.
- f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
- h.(X) Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, as necessary.
- i.() Assist the LA in the tabulations and interpretation of the contractor's proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets..
- k.() Prepare the Project Development Report when required by the DEPARTMENT.
- l.() Perform field staking of proposed roadway centerline and offsets, proposed abutment and pier locations, piling and necessary offsets need for the layout and construction of the proposed improvements.
- m.() Provide onsite observation of the proposed construction as requested by the LA, including completion of daily field diary and Inspector Daily Reports as requested by the ENGINEER.

Local Public Agency	County	Section Number
Tazewell County Groveland Township	Tazewell	19-08124-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Field Survey and Data Plotting: September, 2021
Environmental Surveys, Permitting,: September, 2021- December, 2021
Preliminary Designs: October, 2021
Contract Plans, Specifications and Estimates-approved: December 2022
Right-of-Way Documents: January 2023
Project Letting: February, 2024

Local Public Agency

County

Section Number

Tazewell County Groveland Township

Tazewell

19-08124-00-BR

**Exhibit C
Direct Costs Check Sheet**

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

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

Local Public Agency

Tazewell County Groveland Township

County

Tazewell

Section Number

19-08124-00-BR

Exhibit D
Qualification Based Selection (QBS) Checklist

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

Form Not Applicable (engineering services less than the threshold)

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

Table with 3 columns: Question, No, Yes. Rows 1-7 covering QBS policies and procedures, project criteria, and evaluation methods.

Row 8: Do the written QBS policies and procedures discuss the method of selection? Selection committee (titles) for this project

Table for Top three consultants ranked for this project in order, with rows 1, 2, and 3.

Table with 3 columns: Question, No, Yes. Rows 9-16 covering cost of engineering, negotiations, reimbursement, ongoing administration, QBS requirements, and existing relationships.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

**Hampton, Lenzini & Renwick,
Prime
S Megginson**

DATE **03/11/22**
PTB NO. **2022**

CONTRACT TERM **18** MONTHS
START DATE **5/1/2022**
RAISE DATE **1/1/2023**
END DATE **10/31/2023**

OVERHEAD RATE **100.00%**
COMPLEXITY FACTOR **0**
% OF RAISE **2%**

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2022	1/1/2023	8	44.44%
1	1/2/2023	11/1/2023	10	56.67%

The total escalation = 1.11%

PAYROLL RATES

FIRM NAME
 PRIME/SUPPLEMENT
 PTB NO.

Hampton, Lenzini & Rem DATE
Prime
2022

03/11/22

ESCALATION FACTOR 1.11%

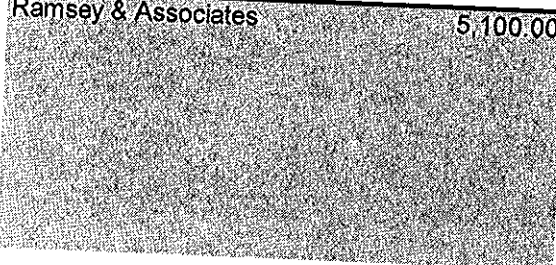
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$ 73.75	\$74.57
ENGINEER 6	\$ 61.42	\$62.10
ENGINEER 5	\$ 52.50	\$53.08
ENGINEER 4	\$ 50.75	\$51.31
ENGINEER 3	\$ 45.40	\$45.90
ENGINEER 2	\$ 34.75	\$35.14
ENGINEER 1	\$ 27.56	\$27.87
STRUCTURAL 2	\$ 63.75	\$64.46
STRUCTURAL 1	\$ 51.33	\$51.90
TECHNICIAN 3	\$ 41.50	\$41.96
TECHNICIAN 2	\$ 34.33	\$34.71
TECHNICIAN 1	\$ 23.94	\$24.21
INTERN/TEMP	\$ 16.00	\$16.18
LAND ACQUISITION	\$ 45.33	\$45.83
SURVEY 2	\$ 43.17	\$43.65
SURVEY 1	\$ 36.17	\$36.57
ENVIRONMTL 2	\$ 45.00	\$45.50
ENVIRONMTL 1	\$ 24.25	\$24.52
ADMIN 2	\$ 42.33	\$42.80
ADMIN 1	\$ 22.50	\$22.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Hampton, Lenzini & Renwick, Inc.
Prime
2022

DATE 03/11/22

NAME	Direct Labor Total	Contribution to Prime Consultant
Ramsey & Associates	5,100.00	510.00
		
Total	5,100.00	510.00

AVERAGE HOURLY PROJECT RATES

REV 09/25/2017

FIRM Hampton, Lenzini & Renwick, Inc.
 PTB 2022
 PRIME/SUPPLEMENT Prime

DATE 03/11/22

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Field Survey&Plotting			Environmental Coord.			PBDHR/ Scour Eval			Prelinal Plans			Final Plans, Specs		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	74.57	0.0																	
ENGINEER 6	62.10	0.0																	
ENGINEER 5	53.08	0.0																	
ENGINEER 4	51.31	70.0	11.44%	5.87															
ENGINEER 3	45.90	0.0																	
ENGINEER 2	35.14	50.0																	
ENGINEER 1	27.87	8.0	8.17%	2.87															
STRUCTURAL 2	64.46	36.0	1.31%	0.38															
STRUCTURAL 1	51.90	48.0	5.88%	3.79															
TECHNICIAN 3	41.98	0.0	7.84%	4.07															
TECHNICIAN 2	34.71	194.0																	
TECHNICIAN 1	24.21	40.0	31.70%	11.00	40	37.04%	12.88	6	18.18%	6.31	18	19.75%	6.86	30	11.72%	6.08	8	13.33%	6.92
INTERN/TEMP	16.18	0.0	6.54%	1.56															
LAND ACQUISITION	45.83	6.0																	
SURVEY 2	43.65	46.0	0.98%	0.45	6	5.56%	2.55												
SURVEY 1	36.57	46.0	7.52%	3.28	30	27.78%	12.12												
ENVIRONMTL 2	45.50	7.0	1.14%	0.52	30	27.78%	10.16												
ENVIRONMTL 1	24.52	15.0	2.45%	0.60				7	21.21%	9.65									
ADMIN 2	42.80	8.0	1.31%	0.56				18	45.45%	11.15									
ADMIN 1	22.75	38.0	6.21%	1.41	2	1.85%	0.42	5	15.15%	3.45	5	6.17%	1.40	8	2.34%	0.53	12	20.00%	4.55
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		612.0	100%	\$39.12	108.0	100.00%	\$38.11	33.0	100%	\$30.55	81.0	100%	\$40.35	258.0	100%	\$40.27	60.0	100%	\$37.02

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
 PTB 2022
 PRIME/SUPPLEMENT Prime

DATE 03/11/22
 SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Final Plans, Specs			Right-of-Way Plans/Legals			Coord, QCQA, Admin								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	74.57															
ENGINEER 6	62.10															
ENGINEER 5	53.08															
ENGINEER 4	51.31	4	8.33%	4.28	4	15.38%	7.89									
ENGINEER 3	45.90															
ENGINEER 2	35.14															
ENGINEER 1	27.87															
STRUCTURAL 2	64.46				8	23.08%	14.88									
STRUCTURAL 1	51.90															
TECHNICIAN 3	41.96															
TECHNICIAN 2	34.71	12	25.00%	8.68												
TECHNICIAN 1	24.21															
INTERN/TEMP	16.18															
LAND ACQUISITION	45.83															
SURVEY 2	43.65	16	33.33%	14.55												
SURVEY 1	36.57	16	33.33%	12.19												
ENVIRONMTL 2	45.50															
ENVIRONMTL 1	24.52															
ADMIN 2	42.80				8	30.77%	13.17									
ADMIN 1	22.75				8	30.77%	7.00									
TOTALS		48.0	100%	\$39.69	26.0	100%	\$42.94	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

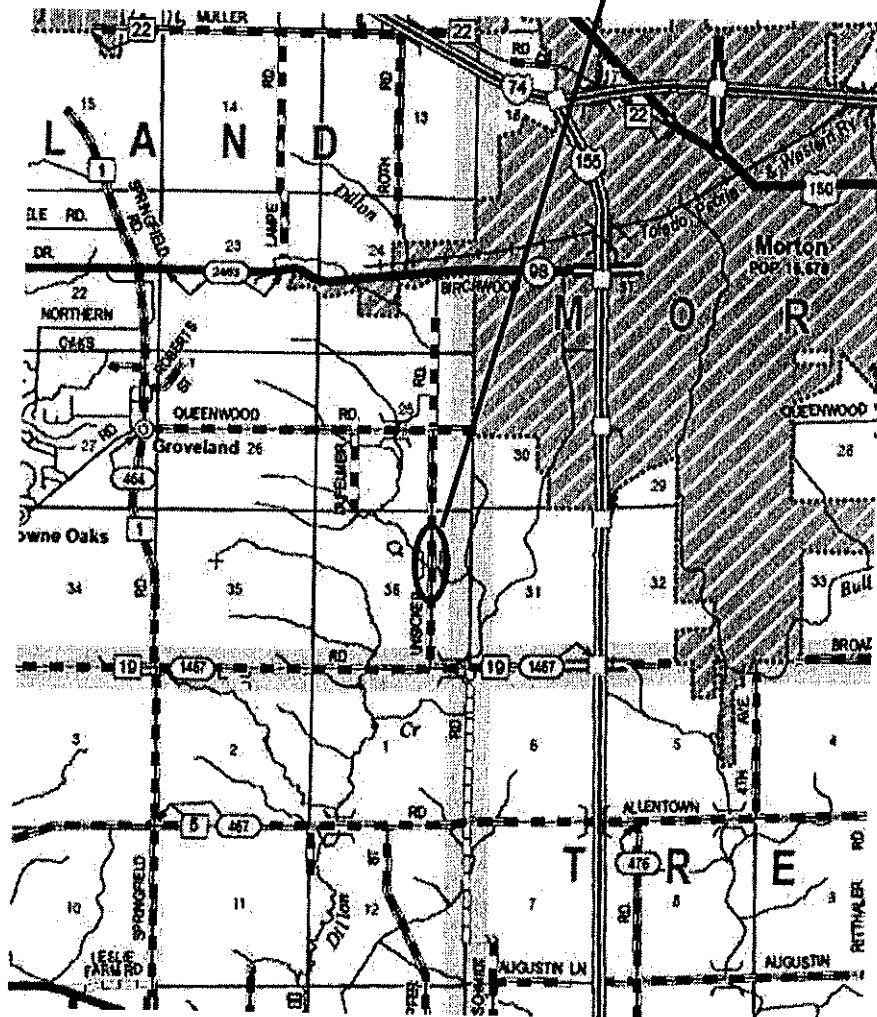
PROJECT LOCATION MAP

Groveland Road District

Tazewell County

Section 19-08124-00-BR

Proposed
Improvement



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.

Kathy Pracht

J. W. Mungus

Bill

Monica Christ

[Signature]

[Signature]

RESOLUTION

WHEREAS, Resolution T-21-38 was approved by the County Board 29Sep2021 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) but was rejected by IDOT due to the new requirement that a Statement of Proposed Road Improvement (BLR 09120) be signed and dated on or before 29Sep2021 for resolution T-21-38; and

WHEREAS, resolution T-22-4 was approved by the County Board 23Feb2022 approving a *Local Public Agency Engineering Services Agreement* under Section 19-08124-00-BR for bridge replacement on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) which supplanted and nullified Resolution T-21-38 due to a second requested change by IDOT in said agreement; and

WHEREAS, bridge replacement remains necessary under Section 19-08124-00-BR for the bridge on Unsicker Road (TR 170) over Dillon Creek (Existing Structure No. 090-3107) necessitating an agreement for engineering services; and

WHEREAS, an attached updated agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Hampton, Lenzini & Renwick, 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 thereby supplanting and nullifying Resolutions T-21-38 and T-22-4; and

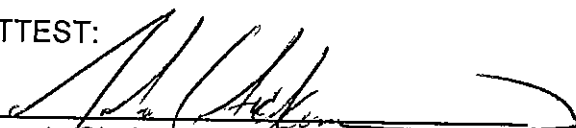
WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

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

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

ADOPTED this 30th day of March, 2022.

ATTEST:



County Clerk



County Board Chairman



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency County Section Number Job Number

Project Number Contact Name Phone Number Email

SECTION PROVISIONS

Local Street/Road Name Key Route Length Structure Number

Location Termini

Project Description

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Contact Name Phone Number Email

Address City State Zip Code

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

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

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

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge 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: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.
(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

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

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

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

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: _____ (Maximum Fee \$150,000)

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
The Fixed Fee cannot exceed 15% of the DL + OH.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.


AGREEMENT SUMMARY

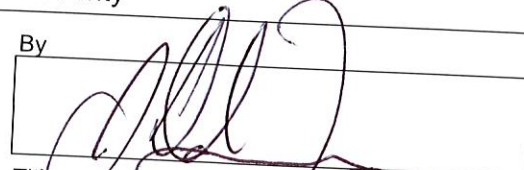
Prime Consultant		
Hampton, Lenzini & Renwick, Inc	TIN/FEIN/SS Number	Agreement Amount
		\$70,666.00
Subconsultants		
- Ramsey & Associates (Geotech)	TIN/FEIN/SS Number	Agreement Amount
		\$5,100.00
	Subconsultant Total	\$5,100.00
	Prime Consultant Total	\$70,666.00
	Total for all work	\$75,766.00
Add Subconsultant		

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By  Date

By  Date

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name
Hampton, Lenzini & Renwick, Inc.

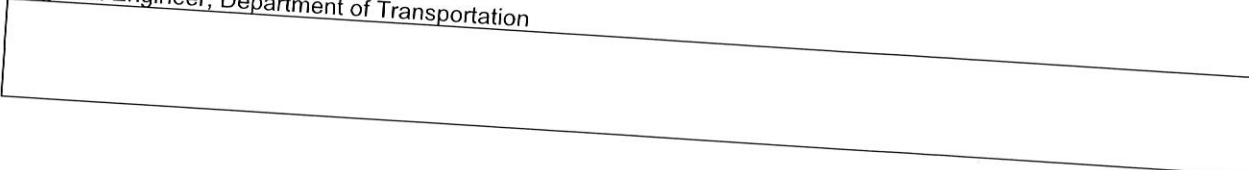
Attest:

By  Date
03/11/2022
Title
Senior Structural Engineer

By  Date
03/11/2022
Title
Vice President

APPROVED:

Regional Engineer, Department of Transportation

 Date

**EXHIBIT A
SCOPE OF SERVICES**

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

- a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates. Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) and submit to the IDOT Local Bridge Unit for approval.
- h. Furnish the LA with survey drafts in quadruplicate of right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds. Locate section lines and reset monuments, as necessary.
- i. Assist the LA in the tabulations and interpretation of the contractor's proposals.
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets..
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- l. Perform field staking of proposed roadway centerline and offsets, proposed abutment and pier locations, piling and necessary offsets need for the layout and construction of the proposed improvements.
- m. Provide onsite observation of the proposed construction as requested by the LA, including completion of daily field diary and Inspector Daily Reports as requested by the ENGINEER.

Local Public Agency

Tazewell County Groveland Township

County

Tazewell

Section Number

19-08124-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Field Survey and Data Plotting: September, 2021
Environmental Surveys, Permitting,: September, 2021- December, 2021
Preliminary Designs: October, 2021
Contract Plans, Specifications and Estimates-approved: December 2022
Right-of-Way Documents: January 2023
Project Letting: February, 2024

**Exhibit C
Direct Costs Check Sheet**

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

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

**Exhibit D
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

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

8 Do the written QBS policies and procedures discuss the method of selection?
Selection committee (titles) for this project

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

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

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Hampton, Lenzini & Renwick,
Prime
S Megginson

DATE 03/11/22
PTB NO. 2022

CONTRACT TERM 18 MONTHS
START DATE 5/1/2022
RAISE DATE 1/1/2023

OVERHEAD RATE 160.00%
COMPLEXITY FACTOR 0
% OF RAISE 2%

END DATE 10/31/2023

ESCALATION PER YEAR

Year	First date	Last date	Months	% of Contract
0	5/1/2022	1/1/2023	8	44.44%
1	1/2/2023	11/1/2023	10	56.67%

The total escalation = 1.11%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Hampton, Lenzini & Reni DATE
Prime
2022

03/11/22

ESCALATION FACTOR 1.11%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$ 73.75	\$74.57
ENGINEER 6	\$ 61.42	\$62.10
ENGINEER 5	\$ 52.50	\$53.08
ENGINEER 4	\$ 50.75	\$51.31
ENGINEER 3	\$ 45.40	\$45.90
ENGINEER 2	\$ 34.75	\$35.14
ENGINEER 1	\$ 27.56	\$27.87
STRUCTURAL 2	\$ 63.75	\$64.46
STRUCTURAL 1	\$ 51.33	\$51.90
TECHNICIAN 3	\$ 41.50	\$41.96
TECHNICIAN 2	\$ 34.33	\$34.71
TECHNICIAN 1	\$ 23.94	\$24.21
INTERN/TEMP	\$ 16.00	\$16.18
LAND ACQUISITION	\$ 45.33	\$45.83
SURVEY 2	\$ 43.17	\$43.65
SURVEY 1	\$ 36.17	\$36.57
ENVIRONMTL 2	\$ 45.00	\$45.50
ENVIRONMTL 1	\$ 24.25	\$24.52
ADMIN 2	\$ 42.33	\$42.80
ADMIN 1	\$ 22.50	\$22.75
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

Hampton, Lenzini & Renwick, Inc.
Prime
2022

DATE 03/11/22

NAME	Direct Labor Total	Contribution to Prime Consultant
Ramsey & Associates	5,100.00	510.00
Total	5,100.00	510.00

AVERAGE HOURLY PROJECT RATES

IRM
 TB
 TIME/SUPPLEMENT Prime

Hampton, Lenzini & Renwick, Inc.
 2022

DATE 03/11/22

SHEET 2 OF 5

PAYROLL CLASSIFICATION	Final Plans, Specs		Right-of-Way Plats/Legals			Coord. QCQA, Admin								
	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL														
ENGINEER 6														
ENGINEER 5														
ENGINEER 4														
ENGINEER 3	4	8.33%	4	15.38%	7.89									
ENGINEER 2														
ENGINEER 1														
STRUCTURAL 2														
STRUCTURAL 1			6	23.08%	14.88									
TECHNICIAN 3														
TECHNICIAN 2	12	25.00%			8.68									
TECHNICIAN 1														
TERN/TEMP														
LAND ACQUISITION														
DRIVEY 2	16	33.33%			14.55									
DRIVEY 1	16	33.33%			12.19									
IRONMNTL 2														
IRONMNTL 1														
MIN 2														
MIN 1			8	30.77%	13.17									
			8	30.77%	7.00									
TOTALS	48.0	100%	26.0	100%	\$42.94	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

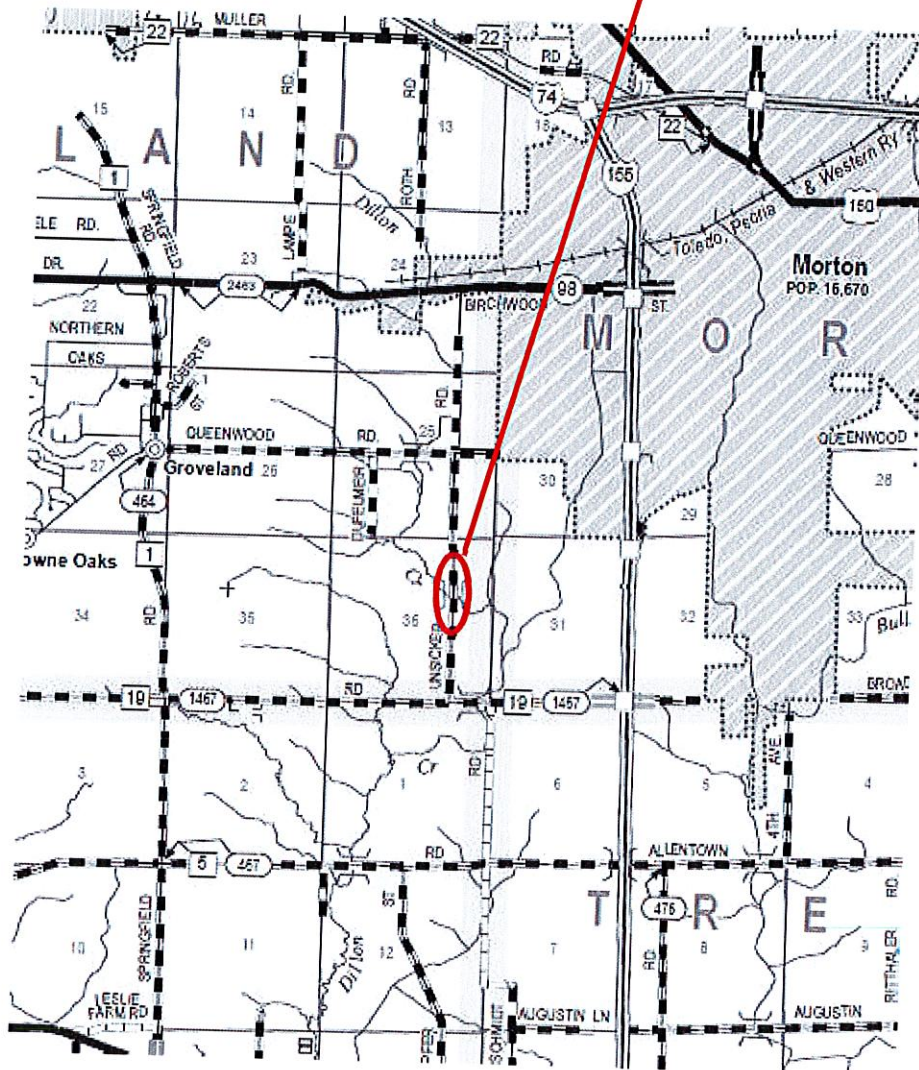
PROJECT LOCATION MAP

Groveland Road District

Tazewell County

Section 19-08124-00-BR

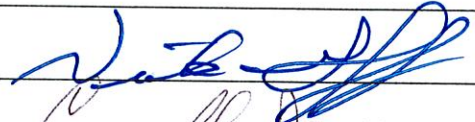
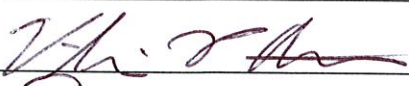
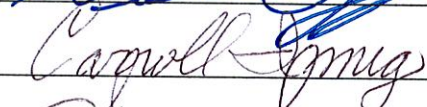
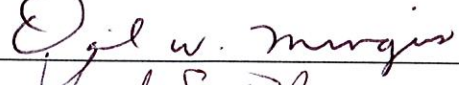



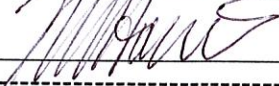
Proposed
Improvement



COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Insurance Review Committee and the Human Resource Committee recommends to the County Board to approve clarification of the County's Health Insurance Plan document; and

WHEREAS, Behavioral Health coverage is being updated to be consistent with the Affordable Care Act, Second Surgical Opinion is being added and treatment for COVID 19 is now subject to normal terms and conditions; and

WHEREAS, these changes will have no additional cost to the County or to the Employees; and

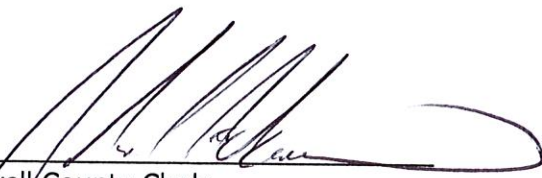
WHEREAS, upon approval by the Tazewell County Board, the Human Resources Department will make the Health Plan available to employees.

THEREFORE BE IT RESOLVED by the County Board approves this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department, the Payroll Division and IPMG of this action in order that this resolution be fully implemented.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff Co-Employers and Policemen's Benevolent Labor Committee on Behalf of the Control Room Operators; and


WHEREAS, this Agreement is effective December 1, 2018 to November 30, 2022.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, the Labor Representative of Policemen's Benevolent Labor Committee, Payroll and the Auditor of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

COLLECTIVE BARGAINING AGREEMENT

between

County of Tazewell, a Body Politic, and Tazewell County Sheriff Co-Employers

and

Policemen's Benevolent Labor Committee on

Behalf of the Control Room Operators

December 1, 2018 through November 30, 2022

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PREAMBLE

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and the Policemen's Benevolent Labor Committee (hereinafter referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours, and working conditions.

In consideration of mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representative and/ or agents, do mutually covenant and agree as follows:

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the Sole and Exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other provisions of this Agreement of employment of all operators in the bargaining unit. The bargaining unit shall include:

All control room operators employed by the County of Tazewell and the Tazewell County Sheriff.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any others excluded by the Illinois Public Labor Relations Act. 1984; P.A. 83-1012; 5 ILCS 315/1.

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. To plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. To supervise and direct employees;
- C. To establish the qualifications for employment and to decide which applicants will be employed;
- D. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- E. To hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. To suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. To establish reasonable work and productivity standards and, from time to time, and amend such standards;
- H. To lay off employees;
- I. To maintain efficiency of County Sheriff's Office operations and services;

- J. To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. To take whatever action is necessary to comply with all applicable state and federal laws;
- L. To change or eliminate methods, equipment and facilities for the improvement of operations;
- M. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. To contract out for goods and/or services, pursuant to Article IV;
- O. To take whatever action is necessary to carry out the functions of the Tazewell County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(0) of 5 ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied.

However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the Sheriff is in charge of the internal operations of his office.

ARTICLE 3 **UNION SECURITY**

Section 1 - Membership Dues Checkoff

Upon receipt of written authorization by the employee, submitted on a form provided for by the Labor Committee, the Employer shall deduct from each employee's paycheck such Union membership dues.

Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement.

The amount of deductions provided for herein shall be remitted to the Labor Committee on a monthly basis, accompanied by a listing of the employee and the specific deduction and amount for each.

Section 2 - Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 4 **SUBCONTRACTING**

Section 1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product or in the event of an emergency.

Section 2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change would result in the layoff of any bargaining unit employees, the Employer shall notify the Union of the layoff and give the Union the opportunity to discuss it.

ARTICLE 5
NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/ or beliefs, or other non-merit factors.

Section 2 - Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or Non-membership activity or status.

Section 3 - Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 6
WORK STOPPAGE

Section 1 - No Strike Clause

The parties acknowledge that this bargaining unit is essential to the operations of the Tazewell County jail.

Section 2 - Strike and Lockout Prohibited

Neither the Union nor any of its operators, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term

of this Agreement. Employees shall not refuse to cross any picket lines that may be present on work sites placed there by an organization.

Section 3 - Union Action

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1, Article 6 of this Agreement, the Union shall immediately order such members in writing to return to work. The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

Section 4 - Penalties

Any or all employees who have been found to have violated any of the provisions of Article 6 may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation, holiday pay and other unearned benefits. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE 7 **PERSONNEL FILES**

Section 1 - Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 4011 et seq. 1993.

Section 2 - Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

Section 3 – Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement, which will be included in the file.

ARTICLE 8 **DISCIPLINE AND DISCHARGE**

Section 1 - Definition

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures under this Agreement shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Unpaid Suspension
- D. Demotion
- E. Termination

Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2 - Just Cause

The Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter.

Section 3 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses, which will require severe discipline shall include but are not, limited to:

- A. Unlawful possession of a controlled substance or alcohol;
- B. Intentional destruction or theft of County property;
- C. Fighting on-the-job;
- D. Appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.
- E. Commission of any criminal offense or serious traffic offense.

Section 4 - Use of Prior Warnings

Any written warning or suspension of less than two (2) days shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension of less than two (2) days. Provided however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

Section 5 - Discipline Notification

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents.

ARTICLE 9
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as any unresolved dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor, with the final approval of the settlement given by the Sheriff, will notify the employee in writing of the decision within ten (10) business days following the day when the complaint was made. A "business day" shall be defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

Section 3 - Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article.

Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employed is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4 - Subject Matter

A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signatures of the grieving employee(s) and a local PBLC representative, and the date.

Section 5 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2; however, in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days. Time limits may be extended by mutual agreement.

Section 6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Union representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

Section 7 - Grievance Meetings

Grievance meetings will be scheduled so as to minimize interference with the operation of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant or

the Union representative) may be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. Employee(s) shall not be paid for any time during which a grievance meeting occurs outside the employee's work shift. In the event of a grievance, the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

Section 8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Supervisor, as provided for in Section 2 - Dispute Resolution, the grievant may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix) and present the same to the Jail Superintendent which shall not be more than fifteen (15) business days from the date the grievant knew or should have known of the event or occurrence giving rise to the grievance regardless of the limitation periods provided for in Section 2. The Jail Superintendent will respond to the Union rep or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Jail Administrator, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Council Rep or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the Tazewell County Administrator will hear the grievance (all financial

issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Administrator) within five (5) business days after the hearing date.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union. A panel of arbitrators shall be submitted by the Union to the Illinois State Labor Relations Board. Each party has the right to reject one list in its entirety and the striking order shall be determined by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and or documents. Each party shall bear the expense of its witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator and all costs associated with the arbitration, including the cost of the hearing room and transcript, shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 10
LABOR MANAGEMENT CONFERENCES

Section 1 - Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement;
- B. A sharing of general information of interest to the parties; and
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement.

Section 2 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered as "Labor-Management Conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 - Notice

When absence from work is required to attend "Labor-Management Conferences," Union members shall, before leaving their work station, give reasonable notice to and receive approval from, the Sheriff or his designee.

Section 4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall not be paid for attending any "Labor-Management" meeting referred to in this Article, unless such pay is approved by the Sheriff.

ARTICLE 11 **SENIORITY/ LAYOFFS/ RECALLS**

Section 1 - Probation

All employees shall serve a probationary period of twelve (12) months from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Section 2 - Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a control room operator.

Section 3 - Loss of Seniority

Seniority and the employment relationship shall be terminated if an employee:

- A. Quits;
- B. Is discharged;
- C. Is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- D. Is laid off for more than two (2) years or fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
- E. Fails to report for work at the termination of a leave of absence;
- F. If an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or
- G. If he or she is retired.

Section 4 - Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees every six (6) months.

Section 5 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall bargain the impact of the layoff with the Union. The Employer shall provide the Union with a thirty (30) day notice prior to any layoff.

Section 6 - Recalls

Employees shall retain recall rights for two (2) years. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall be recalled in reverse order of layoff by job classification.

Employees who are eligible for recall shall be given three (3) calendar day notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept recall. Once accepted, the employee shall report within ten (10) working days after notification to the Sheriff or forfeit all rights to recall.

An employee's seniority shall be suspended while laid off from the department. All service earned prior to being laid off will be reinstated upon recall.

Section 7 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted any time after December 1st. Personal days will be awarded on a "first come first served" basis. Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

Section 8 - Days Off and Shift Bidding

Control Room Operators shall be allowed to select regular days off and shifts by seniority. The Sheriff or his designee shall post a list of available days off and shifts no later than twenty (20) working days prior to the effective date. The effective dates for implementing shall be December 1st and June 1st of each year during the term of this Agreement. The bidding process shall be completed no less than five (5) days before the effective date for implementing same, and the effected Operators will be assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

In the event of transfer as determined by the Sheriff from one shift to another, the affected Operator shall be required to take the days off of the Operator replaced until bidding occurs as

provided for herein above. In the event of adding personnel to a shift, the days off will be determined by the Sheriff until the next bidding process occurs, as long as the assigned days off of those previously assigned shall not be disturbed.

ARTICLE 12
LABOR COMMITTEE REPRESENTATIVES

Section 1 - Attendance at Union Meetings

Subject to the need for orderly scheduling, manpower requirements and emergencies, the Sheriff may permit elected officials of the Board of Directors of the Union reasonable time off to attend general, board or special meetings of the Union, provided that at least seventy-two (72) hour notice of such meetings shall be given in writing to the Sheriff, such notice may be less than seventy-two (72) hours by mutual agreement. The names of all such officials and operators shall be certified in writing to the Sheriff.

Section 2 - Union Negotiating Teams

Members designated as being on the Union Negotiating Team, who are scheduled to work on a day on which negotiations will occur, may, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay with the permission of the Sheriff; such permission shall not be unreasonably denied. If a designated Union Negotiating Team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 13
HOURS OF WORK/OVERTIME

Section 1 - Workday and Workweek

All time in excess of the hours worked in a regular work day, eight (8) hours, or the regular week, forty (40) hours (Sunday through Saturday), shall be compensated as provided for in Section 2 of this Article.

Section 2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours.

Employees shall be paid one and one-half (1½) times their rate for all hours actually worked in excess of eight (8) hours in a day and forty (40) hours in a week. Sick leave shall be considered time worked for overtime calculation purposes.

Pay for overtime work shall be rounded off to the nearest quarter (1/4) hour. Compensatory time to a cap of forty (40) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked, at the election of the employee; however, the Sheriff has discretion to allow more than forty (40) hours in a fiscal year. Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked.

Section 3 - Compensatory Time Maximum

No employee shall carry over more than sixteen (16) hours of compensatory time into the next fiscal year change from November, 2011 to December, 2011 and will be compensated at the Operator's adjusted hourly rate.

Section 4 - Break Periods

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of the work shift unless unusual working situations prevent a break being taken.

Section 5 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working

situations, but under no circumstances shall an employee work an entire shift without a lunch period.

Section 6 - Court Appearances

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours for duty-related matters shall be compensated at the overtime rate with a minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled shift.

Section 7 - Callback

A callback is defined as an official assignment of work, which does not continuously precede or follow an operator's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

Section 8 - Responsibility to Work Overtime

The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Employees shall not be forced to work anymore than twelve (12) hours in a twenty-four (24) hour period. Employees who are forced to continue performing his/her duties after his/her regularly scheduled eight hour shift shall be paid time and a half for all hours worked.

The Employer shall maintain a list of employees on a force back list. Such list shall consist of all full-time employees and those part-time employees who choose to be on the list. Once an employee has been forced, he/ she shall move to the bottom of the force back list.

ARTICLE 14
VACATIONS

Section 1 - Vacation Leave

All full-time employees in the bargaining unit shall earn paid vacation leave according to the following schedule:

- A. Five (5) working days after six (6) months of service.
- B. Ten (10) working days after one (1) year of service.
- C. Fifteen (15) working days after five (5) years of service.
- D. Twenty (20) working days after ten (10) years of service.
- E. Twenty-five (25) working days after eighteen (18) years of service.

All part-time employees in the bargaining unit shall receive ten (10) days of unpaid vacation each fiscal year.

Section 2 - Years of Service

For the purposes of Section 1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in full-time position.

Section 3 - Vacation Pay

All vacation leave will be paid at the Operators regular hourly adjusted base rate plus shift differential.

Section 4 - Vacation Carry Over

Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same.

Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Section 5 - Accrued Vacation Time

Employees who quit, or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement.

No employee shall be eligible to receive any benefits under this Section if he quits, resigns, or retires from the employment of the Employer without giving two (2) weeks' notice in writing of his intention to resign or retire.

Section 6 - Vacation Scheduling

Vacation requests made between December 1st and January 31st will be approved on the basis of seniority. Only two (2) weeks of vacation time will be subject to seniority in the approval process for bumping purposes.

Any vacation time off requested after January 31st, will be subject to availability only and seniority will not apply.

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, or work assignments.

Section 7 - Vacation Time Use

The employees shall be allowed to utilize vacation time in not less than one (1) day increments.

Section 8 - Use of Unaccrued Vacation Time

Employees may borrow (schedule and utilize) up to two (2) weeks of vacation time, but no more than they would accrue during a fiscal year, prior to accrual of the time. All vacation time used under this section must be borrowed within the fiscal year it will be accrued.

Employees borrowing vacation time under this section may not schedule additional vacation time until their vacation balance has accrued back to zero. Employees may borrow vacation time no more than two (2) times per fiscal year.

ARTICLE 15 **HOLIDAYS**

Section 1 - Recognized and Observed Paid Holidays

The following days shall be recognized and observed as paid holidays for all full-time employee's:

New Year's Day	Veteran's Day (Nov. 11)
President's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4 th	Christmas Day
Labor Day	

Section 2 - Compensation

Full-time and part-time Operators who work on a holiday, as defined in Section 1, shall receive, in addition to their regular pay, double time (2 times) their hourly adjusted base rate of pay for each hour worked on the holiday.

Full-time Operators who do not work on a holiday, as defined in Section 1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

Part-time Operators who do not work on a holiday, as defined in Section 1, shall not receive any holiday pay.

ARTICLE 16

PERSONAL DAYS

Each year three (3) days with full pay may be used by non-probationary full-time employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. During the first year of employment, newly hired employees shall have a pro rata share of personal days based on the date of hire. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken. Employees shall not be allowed to carry over personal days to the following fiscal year.

ARTICLE 17 **SICK LEAVE**

Section 1 - Purpose

For the purposes of this Article, "Sick Leave" may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as spouse or children); non-job-related injury for which the employee is under a doctor's care; or quarantined because of communicable disease in the family of the employee.

Section 2 -Accumulation

- A. All full-time employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than two (2) hour increments.
- B. Sick leave may be accumulated to one hundred eighty (180) days maximum.

Section 3 - Credit Upon Retirement

Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.

Section 4 – Notification

Except in cases of emergencies, the employee will notify the supervisor or designee at least two (2) hours in advance of the start of the shift for which sick leave is being requested.

Section 5 - Return to Work

- A. If an employee is absent from work because of illness, or a non-job related accident for three (3) or more days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it is necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.
- B. If an employee is absent from work because of illness and claims sick leave under this Article, either the day before or after his vacation, holiday or days off, on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

Section 6 - Working on Sick Leave

Employees taking an authorized sick leave are prohibited from working any outside employment during those days absent from the department.

Section 7 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, “abuse” of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

“Abuse” of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

ARTICLE 18
FUNERAL LEAVE

If death occurs in the immediate family of a full-time employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or personal days.

For purposes of this Section, “immediate family” is defined as the spouse, son, daughter, (including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandparents of the employee, or a person who is a party to a valid cohabitation agreement with the employee and their children.

In the event that there is a death to a family member other than enumerated above, the use of comp-time or vacation days will be permitted as provided for in this Agreement.

If the member of the immediate family as defined above resides out of state, the use of earned comp-time or vacation days may be used to supplement the provisions above as provided for in this Agreement.

Evidence satisfactory to the Sheriff may be requested as to the death and relationship to the employee, if abuse is suspected.

ARTICLE 19
UNPAID LEAVES OF ABSENCE

Section 1 - Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

- A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- B. During the leave of absence, an employee does not accrue credit for benefits.

Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 2 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms under Article 19 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE 20
INSURANCE

Section 1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, premium payments will be made through payroll deductions. Tazewell County's monthly insurance premiums effective fiscal year 2011 are as follows:

- A. Premiums for dependent coverage are in addition to any applicable single health premiums.
- B. Employee Health - Total monthly premium is \$646.00. County pays \$519.00 and employee pays \$126.50.
- C. Medical Reimbursement - Total monthly premium is \$392.00. County pays \$360.00 and employee pays \$32.00.
- D. Family Medical Reimbursement - Total monthly premium is \$232.00. County pays \$200.00 and employee pays \$32.00.
- E. Maxi Care - Total monthly premium is \$456.00. County pays \$407.50 and employee pays \$48.50.
- F. Maxi Care Dependent - Total monthly premium is \$459.00. County pays \$222.50 and employee pays \$263.50.
- G. Dependent Health No Spouse - Total monthly premium is \$449.00. County pays \$257.50 and employee pays \$191.50.
- H. Full Dependent Health - Total monthly premium is \$562.00. County pays \$311.00 and employee pays \$251.00
- I. Medicare - Total monthly premium is \$211.00. Employee pays this premium.

- J. Dependent Medicare - Total monthly premium is \$211.00. Employee pays this premium.
- K. Term life insurance with face value of \$25,000.00 - Total monthly premium is \$4.63. County pays this premium.
- L. Dental - Total monthly premium is \$20.00. County pays this premium.
- M. Dependent dental - Total monthly premium is \$47.00. County pays \$7.00 and employee pays \$40.00.
- N. Employee Optical - Total monthly premium is \$12.50. County pays this premium.
- O. All premium increases will be shared equally between the County and the employee.

In the event the Employer wishes to change carriers and maintain the same level of benefits, a representative of the local Union will be invited to participate in discussion.

Section 2 - Insurance Committee

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from the P.B.L.C. Control Room bargaining unit, along with an equal number of management representatives and other County bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified in this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium

increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

ARTICLE 21 **SAFETY ISSUES**

Section 1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) operators, one (1) on each shift; members of the Committee will be agreed to by the Union and the Sheriff. The Safety Committee and the Sheriff, or his designee, will meet to discuss safety issues at such times as is deemed necessary, provided that two (2) week notice is given by the party asking for the meeting and the reasons for such meeting shall be given to the other party in writing.

Section 2 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Jail Superintendent. If the defect in the equipment constitutes a hazard to the Operator required to operate or use such equipment and the complaining Operator is not satisfied with the action taken by the Jail Superintendent, he may take the complaint to the Sheriff; however, the complaining Operator shall abide by the Jail Superintendent's decision until such time as the

dispute can reasonably be brought to the attention of the Sheriff. The Sheriff will resolve the dispute between the Jail Superintendent and the complaining Control Room Operator.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the on duty is in safe working condition.

ARTICLE 22
BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

ARTICLE 23
WAGES

Section 1 - Base Pay Rates

Effective as of 12-1-18, the Base Pay Rate for all current employees shall be increased to \$15.04 per hour, and thereafter all current employees shall receive a percentage wage increase to their Base Pay Rate as follows:

A.	Effective December 1, 2018	6.0%
B.	Effective December 1, 2019	0%
C.	Effective December 1, 2020	0%
D.	Effective December 1, 2021	2.0%

The starting Base Pay Rate for all employees hired after 12-1-18 shall be \$15.04 per hour.

All full-time and part-time employees employed at the time of ratification of this Contract, and any employee who retired during the term of this Agreement, shall receive retro pay for all hours worked, at the appropriate hourly wage.

Section 2 - Shift Differential

Operators assigned to second (2nd) shift or a swing shift shall receive an additional thirty-five cents (\$0.35) per hour to be added to their adjusted base pay. Operators assigned to the third

(3rd) shift will receive forty-cents (\$0.40) per hour to be added to their adjusted base pay. Swing shift shall be defined as: “any combination of first (1st), second (2nd) and third (3rd) shifts”. When an operator is assigned to second (2nd), third (3rd), or swing shift, such operator shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

Section 3 - Control Room Lead Operator

The Sheriff or his designee may appoint one member of the Bargaining Unit to the position of Control Room Lead Operator. Said appointment, when made, will be made solely at the discretion of the Sheriff or his designee and may be assigned or withdrawn at any time.

The Control Room Lead Operator will be responsible for the following:

- A. Recommending the work schedule and the distribution of overtime to the appropriate supervisor.
- B. Assist with coordinating training requirements of the bargaining unit members schedule all new employee orientation, other departmental training and schedules. The scheduling and training and filling of shifts necessary to accommodate such training shall be jointly agreed upon by the employee(s) and the Lead Operator and scheduled in such a manner as to bring minimal disruption to the Control Room. It is recognized that by the parties that the facilitation of scheduling and training is of a mutual benefit to both the employee and the Employer and that both parties bear responsibility for ensuring that such activities occur.

It is understood by the parties that the purpose of assigning a bargaining unit member as the Lead Control Room Operator is to facilitate the day to day activities and to ensure the safe and effective operation of the Control Room. To achieve this goal, the Lead Control Room Operator

shall work with the Sheriff or his designee and may be assigned additional duties from time to time but shall not have the authority to issue any form of discipline.

A bargaining unit member assigned these duties will receive an additional \$0.50 (fifty cents) per hour added to their adjusted base pay beginning the first pay period after ratification of this Agreement.

The Employee appointed to this position shall not receive preferential treatment concerning the scheduling of shifts as defined in Article 11, Section 8 of this Agreement and shall be subject to the overtime provisions consistent with the other bargaining unit employees. The employee will select their shift on the basis of seniority.

The Employer will not require the employee to bid on a particular shift.

Section 4 – Uniforms

Following the date on which this Agreement is ratified by the Union and bargaining unit, Employer shall provide two uniform shirts and two uniform pants to all current full-time and part-time employees. Employer shall also provide two uniform shirts and two uniform pants to all employees who are newly hired after the date this Agreement is ratified.

Further, following the date on which this Agreement is ratified by the Union and bargaining unit, all full-time employees shall receive a uniform allowance of \$1,000.00 (One Thousand Dollars) and all part-time employees shall receive a uniform allowance of \$600.00 (Six Hundred Dollars). Thereafter, all full-time employees shall receive an annual uniform allowance of \$300.00 (Three Hundred Dollars) and all part-time employees shall receive an annual uniform allowance of \$150.00 (One Hundred and Fifty Dollars), said allowance to be paid in one installment in the first pay period in December of the fiscal year beginning in the fiscal year 2022.

Section 5 – Field Training Officer

Control Room Operators designated as Field Training Officers shall receive an additional \$1.50 per hour for all hours worked while engaged in training new Control Room Operators as requested and with prior approval by the Sheriff.

Section 6 – Longevity

Effective on 12-1-18, all full-time and part-time employees shall receive a two percent (2%) longevity increase added to the Base Pay Rate for each full year of service, beginning after the first (1st) full year of service and continuing for each full year of service thereafter up to and including twenty (20) years of service. Employees who have exceeded twenty (20) full years of service shall no longer earn and shall not receive any additional longevity beyond twenty (20) years of service.

Attached hereto as Appendix A is a Wage Table showing the Base Wage Rates and Longevity as set forth in Sections 1 and 6 of this Article 23 of the 2018-2022 Collective Bargaining Agreement.

ARTICLE 24
MISCELLANEOUS PROVISIONS

The Employer shall be responsible for the printing of necessary copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide each new bargaining unit employee, regardless of Union membership or status, upon employment.

ARTICLE 25
ENTIRE AGREEMENT/ SAVINGS CLAUSE

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26 **DURATION**

Section 1 Term of Agreement

This Agreement shall be effective from December 1, 2018 and shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2 - Continuing Effect

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties.

APPENDIX A


Wage Table for 2018-2022 Collective Bargaining Agreement

Years	2018	2019	2020	2021
0	\$15.94	\$15.94	\$15.94	\$16.26
1	\$16.26	\$16.26	\$16.26	\$16.59
2	\$16.59	\$16.59	\$16.59	\$16.92
3	\$16.92	\$16.92	\$16.92	\$17.26
4	\$17.26	\$17.26	\$17.26	\$17.60
5	\$17.61	\$17.61	\$17.61	\$17.96
6	\$17.96	\$17.96	\$17.96	\$18.32
7	\$18.32	\$18.32	\$18.32	\$18.68
8	\$18.68	\$18.68	\$18.68	\$19.05
9	\$19.06	\$19.06	\$19.06	\$19.44
10	\$19.44	\$19.44	\$19.44	\$19.83
11	\$19.82	\$19.82	\$19.82	\$20.22
12	\$20.22	\$20.22	\$20.22	\$20.63
13	\$20.63	\$20.63	\$20.63	\$21.04
14	\$21.04	\$21.04	\$21.04	\$21.46
15	\$21.45	\$21.45	\$21.45	\$21.88
16	\$21.89	\$21.89	\$21.89	\$22.33
17	\$22.32	\$22.32	\$22.32	\$22.77
18	\$22.77	\$22.77	\$22.77	\$23.22
19	\$23.22	\$23.22	\$23.22	\$23.69
20	\$23.69	\$23.69	\$23.69	\$24.16

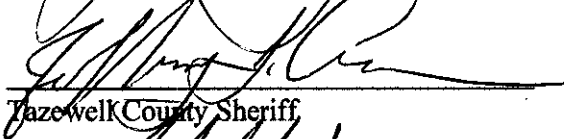
SIGNATURES

In witness whereof, the parties hereto have set their hands this _____ day of March ,
2022.

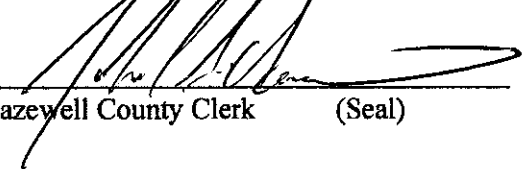
FOR THE EMPLOYER



Tazewell County Board Chairman




Tazewell County Sheriff



Tazewell County Clerk (Seal)

FOR THE UNION



Policeman's Benevolent Labor Committee



Tazewell County P.B.L.C.









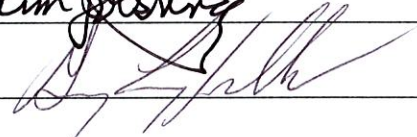
Tazewell County P.B.L.C.

Tazewell County P.B.L.C.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

	
	
Carroll Conroy	
Kim Joesting	
	Monica Bennett

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-22-1; and

WHEREAS, the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-22-1 to the Risk Management Committee for an amount not to exceed \$70,923.10.

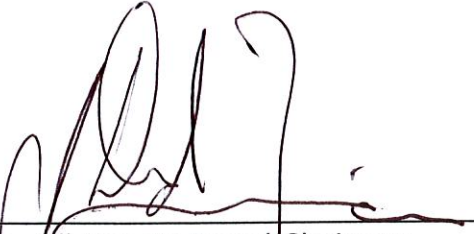
THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-22-1 based upon these terms.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer and the Auditor of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

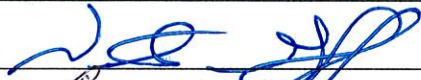
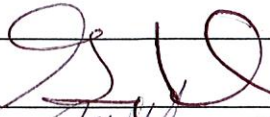

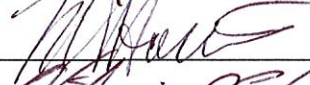


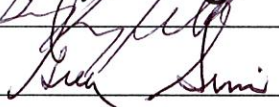
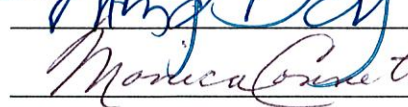


ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

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 Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

County Board

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed
04/24/19	Pending Litigation	Closed

Executive/Risk Management Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed

08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
8/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
1/23/13	Pending Litigation	Closed
5/22/13at 4:04 p.m.	Pending Litigation	Closed
9/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
06/17/15	Pending Litigation	Closed
07/22/15	Pending Litigation	Closed
08/19/15	Pending Litigation	Closed
10/21/15	Pending Litigation	Closed
01/20/16	Pending Litigation	Closed
03/23/16	Pending Litigation	Closed
04/20/16	Pending Litigation	Closed
05/25/16	Pending Litigation	Closed
06/29/16	Pending Litigation	Closed
08/24/16 at 4:01 p.m.	Pending Litigation	Closed
09/21/16	Pending Litigation	Closed
10/29/16	Pending Litigation	Closed
01/18/17 at 4:01 p.m.	Pending Litigation	Closed
01/18/17 at 4:15 p.m.	Pending Litigation	Closed
04/19/17	Pending Litigation	Closed
06/21/17	Pending Litigation	Closed
10/18/17	Pending Litigation	Closed
11/8/17	Pending Litigation	Closed
01/24/18	Pending Litigation	Closed
03/28/18	Pending Litigation	Closed
04/18/18	Pending Litigation	Closed
05/23/18	Pending Litigation	Closed
06/20/18	Pending Litigation	Closed
07/18/18 at 4:04 p.m.	Pending Litigation	Closed
07/18/18 at 4:47 p.m.	Personnel	Closed
08/22/18 at 4:00 p.m.	Pending Litigation	Closed
08/22/18 at 4:45 p.m.	Pending Litigation	Closed
09/19/18 at 4:00 p.m.	Pending Litigation	Closed
09/19/18 at 5:20	Personnel	Closed

10/24/18	Pending Litigation	Closed
01/23/19	Pending Litigation	Closed
03/20/19	Pending Litigation	Closed
05/22/19	Pending Litigation	Closed
07/24/19	Pending Litigation	Closed
07/31/19	Pending Litigation	Closed
10/23/19	Pending Litigation	Closed
11/14/19	Pending Litigation	Closed
01/22/20	Pending Litigation	Closed
05/20/20	Pending Litigation	Closed
01/20/21	Pending Litigation	Closed
03/24/21	Land Acquisition/Leasing	Closed
06/23/21	Pending Litigation	Closed
07/21/21	Personnel	Closed
05/19/21	Pending Litigation	Closed
08/18/21	Pending Litigation	Closed
09/22/21	Land Acquisition/Leasing	Closed
09/29/21	Risk Management	OPEN
10/20/21	Personnel	OPEN
01/19/22	Personnel	OPEN
02/16/22	Pending Litigation	Closed

Human Resources/Finance and Budget Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
9/20/11	Personnel	Closed

11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
1/22/13	Collective Bargaining/Salary Schedules	Closed
2/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
2/27/13	Collective Bargaining/Salary Schedules	Closed
5/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed
11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed
03/17/15	Collective Bargaining/Salary Schedules	Closed
03/25/15	Collective Bargaining/Salary Schedules	Closed
04/29/15	Collective Bargaining/Salary Schedules	Closed
07/21/15 at 4:45	Collective Bargaining/Salary Schedules	Closed
09/22/15	Collective Bargaining/Salary Schedules	Closed
09/30/15 at 6:34 p.m.	Collective Bargaining/Salary Schedules	Closed
10/20/15 at 3:44 p.m.	Collective Bargaining/Salary Schedules	Closed
11/09/15	Collective Bargaining/Salary Schedules	Closed
01/19/16	Collective Bargaining/Salary Schedules	Closed
08/23/16	Collective Bargaining/Salary Schedules	Closed
11/7/16 at 3:47 p.m.	Personnel	Closed
11/7/16 at 4:07 p.m.	Collective Bargaining/Salary Schedules	Closed
06/20/17	Collective Bargaining/Salary Schedules	Closed
09/27/17	Collective Bargaining/Salary Schedules	Closed
10/25/17	Collective Bargaining/Salary Schedules	Closed
01/23/18	Collective Bargaining/Salary Schedules	Closed
11/06/18	Collective Bargaining/Salary Schedules	Closed
01/22/19	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:50	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:54	Collective Bargaining/Salary Schedules	Closed
05/21/19	Collective Bargaining/Salary Schedules	Closed
06/18/19	Collective Bargaining/Salary Schedules	Closed
11/13/19 at 4:24	Pending Litigation	Closed
11/13/19 at 4:41	Collective Bargaining/Salary Schedules	Closed
08/18/20	Collective Bargaining/Salary Schedules	Closed
09/22/20	Collective Bargaining/Salary Schedules	Closed
11/09/20	Collective Bargaining/Salary Schedules	Closed

Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed
8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed
09/08/21	Land Acquisition	Closed
09/21/21	Land Acquisition	Closed
11/09/21	Land Acquisition	Closed
01/18/22	Security Procedures	Closed
02/15/22	Land Acquisition	Closed

Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed
08/09/18	Pending Litigation	Closed
08/12/21	Land Acquisition/Leasing	Closed

Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed

6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
8/18/13	Risk Management	Closed
10/12/17	Risk Management	Closed

Ad Hoc Tax Subcommittee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

Collective Bargaining/Grievance Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed
5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed
06/08/16	Personnel	Closed
05/11/18	Personnel	Closed
01/06/20	Personnel	Closed

Hay Group Sub-Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/24/14	Collective Bargaining/Salary Schedules	Closed

Transportation Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
11/12/19 at 9:03 a.m.	Collective Bargaining/Salary Schedules	Closed

Ad Hoc ARPA Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
08/19/21	Land Acquisition	Closed

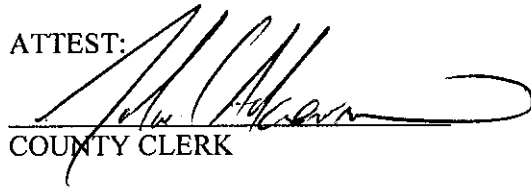
Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

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

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:

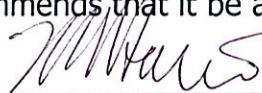
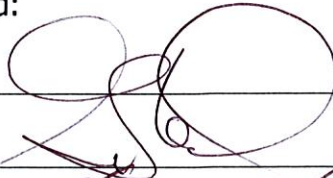


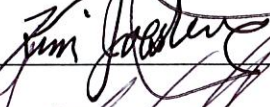


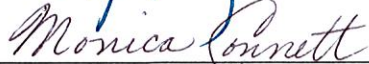
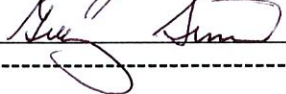

COUNTY CLERK


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 Executive Committee recommends to the County Board to approve the formal appointment of Max Schneider to the Tazewell County Board; and

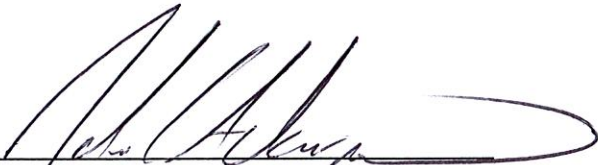
WHEREAS, Max Schneider will serve out the unexpired term in District 2 of Brandon Hovey as prescribed by law.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Payroll of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk

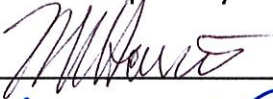
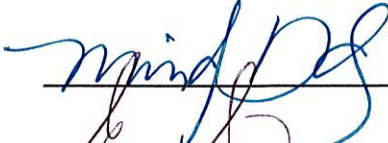






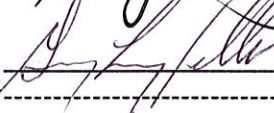
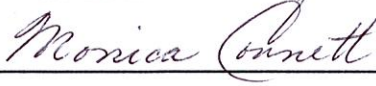


 Tazewell County Board Chairman

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 approve a formal acceptance of the resignation of District 3 County Board Member Joe Roberts as of March 30, 2022.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

03/14/22 8:37 AM

Chairman Zimmerman, this is to serve as my resignation from Tazewell County Board seat in District 3.

It was an honor to serve with you and my fellow board members.

Joe Roberts
robertsjoe28@gmail.com
309-253-2685


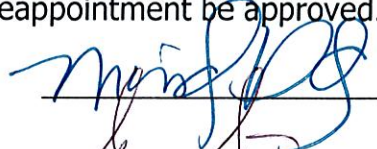



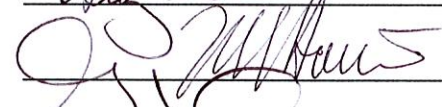


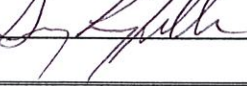
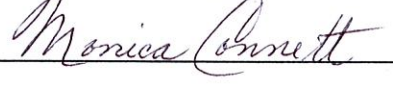
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Keith Garman of 12313 Wagonseller Road, Pekin, IL 61554 to the Powerton Fire Protection District for a term commencing May 01, 2022 and expiring May 01, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Keith Garman to the Powerton Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Keith Garman to the Powerton Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

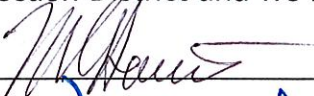
REAPPOINTMENT

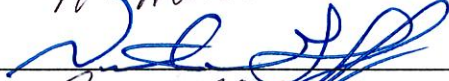
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jed R. Heisel of 2723 Sheridan Road, Pekin, IL 61554 to the Brush Hill Fire Protection District for a term commencing May 06, 2022 and expiring May 01, 2025.


COMMITTEE REPORT

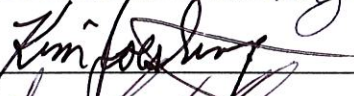
TO: Tazewell County Board
FROM: Executive Committee

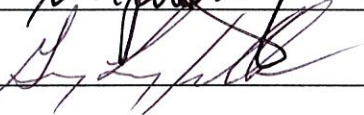
This Committee has reviewed the reappointment of Jed R. Heisel to the Brush Hill Fire Protection District and we recommend said reappointment be approved.

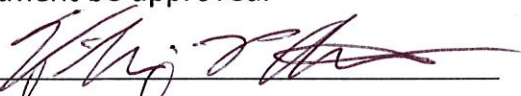





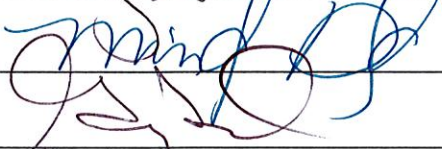


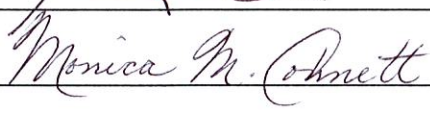













RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jed R. Heisel to the Brush Hill Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF MARCH, 2022.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Robert A. Cole of 300 Sherwood Park Road, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing May 01, 2022 and expiring April 30, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Robert A. Cole to the Northern Tazewell Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Robert A. Cole 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 30th DAY OF MARCH, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

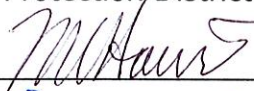
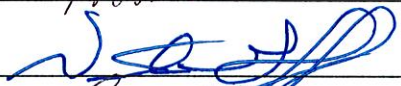

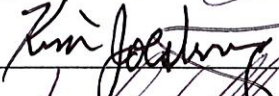
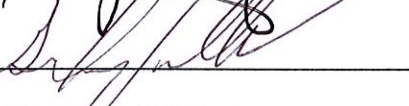
APPOINTMENT

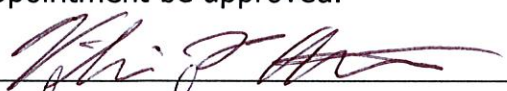



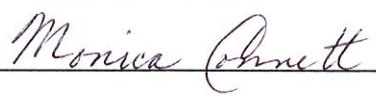
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Kathy Perhay of 2 Colonial Court, Washington, IL 61571 to the Northern Tazewell Fire Protection District for a term commencing March 01, 2022 and expiring February 28, 2025.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Kathy Perhay to the Northern Tazewell Fire Protection District and we recommend said appointment be approved.


RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment 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 30th DAY OF MARCH, 2022.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

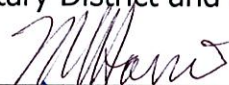
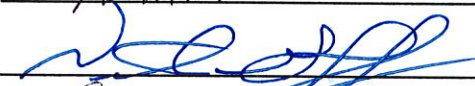

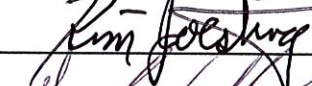
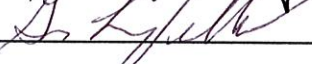
REAPPOINTMENT


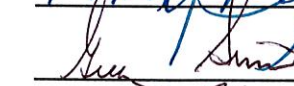


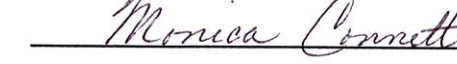
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brad Brooks of 1300 Highview Road, East Peoria, IL 61611, to the East Peoria Sanitary District for a term commencing May 01, 2022 and expiring April 30, 2025.

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.


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 30th DAY OF MARCH, 2022.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman