



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

**Commissioners  
Dan Decker Michael Sutherland**

**TO: The Honorable Mayor and the City Council**

**FROM: Ric Semonski, Supervisor of Streets**

**DATE: January 28, 2020**

**SUBJECT: RECOMMENDATION TO APPROVE \$900,000 OF MOTOR FUEL TAX (MFT)  
FOR STREET MAINTENANCE FOR 2020.**

**DISCUSSION:**

We propose that \$900,000 be allocated for the 2020 Street Maintenance Program. There is an existing engineering agreement with Patrick Meyer & Associates for engineering services for this work already in place and is year 5 of the original 3 year contract with 2 year optional extensions. I have attached the 2015 agreement, 2020 IDOT Heat Scarification Agreement and the 2020 IDOT Seal Coat Agreement. The cost for the engineering is dependent upon the type of maintenance that is being done and shall be in accordance with our existing agreement. The street maintenance includes spray patching, heat scarification, sealcoat, and a fog coat.

The City will receive approximately \$900,000 in MFT funds.

Please see the attached resolution for the Illinois Department of Transportation detailing the \$900,000 street maintenance program.

**RECOMMENDATION: Approve \$900,000 in Motor Fuel Tax (MFT) funds for maintenance of streets as prioritized by the Street Department and Patrick Meyer & Associates.**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR  
THE STREET MAINTENANCE IN THE CITY OF EAST PEORIA

This is an AGREEMENT made as of \_\_\_\_\_, by and between the City of East Peoria, 401 West Washington Street, East Peoria, IL 61611 (hereinafter called CLIENT), and Patrick N. Meyer & Associates, Inc., 15109 W. Bittersweet Ct., Brimfield, Illinois, 61517 (hereinafter called ENGINEER).

CLIENT intends to retain the services of ENGINEER to provide professional engineering services for the CLIENT's annual street maintenance program and other related miscellaneous engineering projects as designated by the CLIENT (hereinafter called PROJECT).

The relationship between the ENGINEER and the CLIENT shall be that of independent contractor, and not as master and servant, or principal and agent.

### 1.0 SCOPE OF WORK

The Scope of Work for the PROJECT includes the following items:

- Assessment of street conditions and recommendations for improvements.
- Representation at PPUATS meetings and other meetings regarding additional funding.
- Assessment and recommendations when responding to natural disasters such as floods, tornadoes, landslides, etc.
- Assessment of and recommendations of drainage situations and coordination of contractor for design/build improvements.
- Assessment and recommendations regarding right-of-way, trails, sidewalks, and intersections.
- Other assessments and recommendations where CLIENT requests the ENGINEER involvement.

### 2.0 CLIENT'S RESPONSIBILITIES

CLIENT shall provide full information as to its requirements for any PROJECT. CLIENT will provide to ENGINEER the any documents relative to the specified PROJECT.

CLIENT shall provide access to the site of the PROJECT and make provisions for ENGINEER to enter public and private property as required by ENGINEER to perform his services.

CLIENT shall examine all documents presented by ENGINEER relative to the PROJECT, obtain advice or counsel as it deems appropriate for such examination, and render decisions to ENGINEER within a reasonable time period.

CLIENT shall obtain for itself such legal, accounting, and insurance counseling services as may be required for the PROJECT.

### 3.0 PERIOD OF SERVICE

This Agreement shall be in force for a period of three (3) years from the date first written above . This Agreement may be extended by two (2) additional years if mutually agreed upon in writing by the CLIENT and the ENGINEER.

The term of this AGREEMENT shall continue until terminated as provided herein or at any time prior to the termination date of this Agreement by either party, with or without cause, by ninety (90) days written notice to the other party. If this AGREEMENT is terminated at any time during the term of this Agreement, payment due ENGINEER for services rendered through the date of termination shall be paid by CLIENT.

#### 4.0 COMPENSATION

CLIENT shall pay ENGINEER for labor services at the annual rate per hour and of ENGINEER’s sub-consultants at their rate.

##### Base Fee

Value of Program < \$20,000		Negotiated (\$1250 Maximum)	
Value of Program > \$20,000		\$1,250	
	PLUS		
Group*	Preliminary Engineering Fee	Engineering Inspection Fee	Total Fee
I	N/A	N/A	
II-A	1.50%	0.50%	2.00%
II-B	2.50%	2.50%	5%
III	3.50%	3.50%	7%
IV	4.50%	5.50%	10%

**\*Group Definitions:**

Group I. N/A

Group II-A. Routine maintenance or maintenance items that do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Group II-B. Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Group III. Maintenance items that are not covered by Group II-B and require competitive bidding with a material proposal or a deliver and install proposal.

Group IV. Maintenance items that are not covered by Group II-B and require competitive bidding with a contract proposal.

\*\* An Engineering Inspection Fee for Group IIA is only allowed for items that require inspection and/or acceptance testing.

Engineering that does not fall within the motor fuel tax shall be billed as follows:

2015-2016 maintenance season: \$95 per hour  
2016-2017 maintenance season: \$100 per hour  
2017- 2018 maintenance season: \$105 per hour

Additional Contract Years:

2018-2019 maintenance season: \$110 per hour  
2019-2020 maintenance season: \$110 per hour

ENGINEER will submit invoices to CLIENT monthly for services rendered during the previous month. Invoices will be due upon receipt.

## 5.0 OTHER

### 5.1 Emergency Services

Indemnification: The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, his or her officers, directors, employees, agents and sub-consultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the ENGINEER's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the negligence or willful misconduct of the ENGINEER.

Waiver: In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against the ENGINEER arising out of the performance of these emergency services, except for the negligence or willful misconduct of the ENGINEER.

The term "emergency services" as used in this Section 5.1 shall mean when ENGINEER provides CLIENT engineering services on an emergency basis such that the ENGINEER renders engineering services to CLIENT to assist CLIENT in reviewing and implementing an immediate course of action at the time that the emergency situation or event is occurring or while the safety of persons and property remains in imminent peril. The term "emergency services" is not meant to cover engineering services that are provided a day or week (or more) after the event causing the emergency has been discovered and reported to the ENGINEER.

### 5.2 No Third Party Beneficiaries

Information for the Sole Use and Benefit of the CLIENT: All opinions and conclusions of the ENGINEER, whether written or oral, and any plans, specifications or other documents and services provided by the ENGINEER are for the sole use and benefit of the CLIENT and are not to be provided to any other person or entity without the prior written consent of the ENGINEER. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the ENGINEER or the CLIENT.

### 5.3 Existence of Conditions

Certifications, Guarantees and Warranties: The ENGINEER shall not be required to execute any document that would result in the ENGINEER certifying, guaranteeing or warranting the existence of any conditions. This provision is not to be interpreted as CLIENT's waiver of ENGINEER's obligation to meet his professional responsibilities for quality of services when providing services to CLIENT or as the CLIENT's waiver of claims against ENGINEER for malfeasance in relation to services provided to the CLIENT under the terms of this AGREEMENT.

### 5.4 Assistance with Freedom of Information Act Requests

When the CLIENT receives a document request under the Illinois Freedom of Information Act ("FOIA"), the ENGINEER will provide documents to CLIENT that are responsive to the FOIA document request at no cost for any standard size documents (8½ x 11) or for documents in electronic format (including .pdf format). Should the CLIENT require copies pursuant to a FOIA request of full-size engineering documents greater than standard size documents, the CLIENT shall pay ENGINEER an amount no greater than the cost of materials for making such larger size documents. The CLIENT shall not be charged labor costs by ENGINEER for making or providing any documents to CLIENT pursuant to a FOIA request received by the CLIENT.

### 5.5 Insurance

ENGINEER shall maintain the following insurance coverage:

Type of Insurance	Limit of Liability
Professional Liability (including Errors & Omissions)	Each Claim: \$3,000,000 Aggregate: \$5,000,000
General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
Automobile Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
Excess or Umbrella Liability	Each Occurrence: \$3,000,000 General Aggregate: \$5,000,000
Workers Compensation	Statutory

The ENGINEER shall furnish CLIENT a certificate or certificates of insurance or other acceptable evidence that all of the aforesaid insurance is in force before ENGINEER provides services for the PROJECT under the terms of this AGREEMENT. The ENGINEER's insurance policies shall provide that such policies will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to CLIENT.

### 5.6 Indemnification

Indemnification by ENGINEER. The ENGINEER shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, members, partners, agents, consultants, and employees and volunteer staff members from reasonable claims, costs (including attorney fees), losses, and damages arising out or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, disease, or death, or to injury or destruction of property (including the loss of use resulting therefrom) to the extent caused by any negligent or willful and wanton act or omission of the ENGINEER or ENGINEER's officers, directors, members, partners, agents, or employees.

Indemnification by CLIENT. The CLIENT shall indemnify and hold harmless ENGINEER, and ENGINEER's officers, directors, members, partners, agents, consultants, and employees and volunteer staff members from reasonable claims, costs (including attorney fees), losses, and damages arising out or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, disease, or death, or to injury or destruction of property (including the loss of use resulting therefrom) to the extent caused by any negligent or willful and wanton act or omission of the CLIENT or CLIENT's officers, directors, members, partners, agents, or employees.

## 6.0 DISPUTE RESOLUTION

The parties shall mutually endeavor to settle disputes prior to seeking mediation or any other means of conflict resolution (which includes litigation in a court of competent jurisdiction). If the parties are unable to settle a dispute, the parties may mutually agree to resolve the dispute by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A demand for conflict resolution shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation or other alternative means of conflict resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Either party may institute litigation in a court of competent jurisdiction to resolve a dispute within the applicable statute of limitations

## 7.0 GENERAL CONSIDERATIONS

All documents furnished by ENGINEER pursuant to this AGREEMENT are instruments of his services for this PROJECT and are not intended for reuse by CLIENT or others for extensions of the work or on any other work. Any reuse will be solely at CLIENT's risk, and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, or expense arising out of or resulting therefrom.

Since ENGINEER has no control over construction costs, he cannot and does not guarantee that construction cost proposals, bids, or actual costs will not vary from ENGINEER's opinion of probable construction costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

APPROVED:

**CLIENT: City of East Peoria**

**ENGINEER: Patrick N. Meyer & Associates,  
Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE: Mayor** \_\_\_\_\_

**TITLE: President** \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

**TITLE: City Clerk** \_\_\_\_\_

**RESOLUTION NO. 1920-110**

**East Peoria, Illinois**

\_\_\_\_\_, 2020

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**WHEREAS**, the Department of Public Works has reviewed and identified the 2020 street repair and repaving projects (the "2020 Street Maintenance Project"); and

**WHEREAS**, the allocated amount for the 2020 Street Maintenance Project will include an appropriation of Motor Fuel Tax Funds ("MFT Funds") in the amount of \$900,000; and

**WHEREAS**, in order to utilize MFT Funds for the 2020 Street Maintenance Project, it will be necessary for the City to submit to the Illinois Department of Transportation ("IDOT") a resolution appropriating MFT Funds and an IDOT approved engineering agreement in the form attached hereto and labeled as "Exhibit A" (the "IDOT MFT Documents"), together with any other documentation required by IDOT; and

**WHEREAS**, it is necessary to specifically approve an agreement for engineering services related to the 2020 Street Maintenance Project with Patrick N. Meyer & Associates in the form included with the IDOT MFT Documents (the "Engineering Agreement"), which establishes the rate of compensation for engineering services in conformance with IDOT guidelines such that the amount of compensation will depend upon the nature of the maintenance work undertaken by the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:**

**Section 1.** The Director of Public Works is hereby authorized and directed to execute the Engineering Agreement together with such changes therein as the Mayor in his discretion deems appropriate.

**Section 2.** The Mayor is hereby authorized and directed to execute the resolution for maintenance of streets and highways in the form set forth in the IDOT MFT Documents upon completion of all related attachments identifying the projects to be completed as approved by the Commissioner of Streets and Public Improvements.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk





# Maintenance Engineering to be Performed by a Consulting Engineer



Local Public Agency East Peoria	County Tazewell	Section Number 20-00000-00-GM
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The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

**PRELIMINARY ENGINEERING shall include:**

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION shall include:**

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

### SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee   > \$20,000 Base Fee = \$1,250.00

**PLUS**

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	1	1%	1	
IIB	3%	2.5	3%	2.5	
III	4%	3.5	4%	3.5	
IV	5%	4.5	6%	5.5	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature	Date
<input type="text"/>	<input type="text"/>

Title

BY:

Consulting Engineer Signature	Date
<input type="text"/>	<input type="text"/>

Title

P.E. Seal	Date
<input type="text"/>	<input type="text"/>

**Approved:**

Regional Engineer, IDOT	Date
<input type="text"/>	<input type="text"/>



## Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
East Peoria	Tazewell	20-00000-00-GM	01/01/20	12/31/20

### Estimate of Maintenance Costs Summary

	MFT Funds	Other Funds	Estimated Costs
<b>Maintenance</b>			
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)	\$515,583.40		\$515,583.40
Formal Contract (Bid Items)	\$317,666.84		\$317,666.84
<b>Maintenance Total</b>	<b>\$833,250.24</b>		<b>\$833,250.24</b>

### Estimated Maintenance Eng Costs Summary

	MFT Funds	Other Funds	Total Est Costs
<b>Maintenance Engineering</b>			
Preliminary Engineering	\$31,580.83		\$31,580.83
Engineering Inspection	\$33,507.50		\$33,507.50
Material Testing	\$1,000.00		\$1,000.00
Advertising			
Bridge Inspection Engineering			
<b>Maintenance Engineering Total</b>	<b>\$66,088.33</b>		<b>\$66,088.33</b>
<b>Total Estimated Maintenance</b>	<b>\$899,338.57</b>		<b>\$899,338.57</b>

Remarks

### SUBMITTED

Local Public Agency Official	Date

Title

County Engineer/Superintendent of Highways	Date

### APPROVED

Regional Engineer Department of Transportation	Date

