AGENDA
Special Infrastructure Committee
Thursday, February 14, 2019
@ 5:30 PM
Peoria County Courthouse, Room 402

1. Call to Order

2. Resolutions
   - Fire Alarm System (FAS) Study Project – Phase II
   - Authorization to Aggregate Peoria County’s Natural Gas Supply

3. Miscellaneous

4. Adjournment
AGENDA BRIEFING

COMMITTEE: County Infrastructure Committee

MEETING DATE: February 14, 2019

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DESCRIPTION</th>
<th>LINE ITEM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSE:</td>
<td>Building Improvements FY 2019</td>
<td>062-4-062-3-301-55107</td>
<td>$117,000.00</td>
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ISSUE:

The Fire Alarm Study Project (Project), listed as Jail-16-007, at the Jail is a multi-year project funding undertaking due to the dollar magnitude of the overall Project. Cost estimates range from $300,000 to well over $1,075,000. The Project is moving forward to replace the 1985 Fire Alarm System (FAS) as well as the 1998 FAS and to integrate them into a single state of the art FAS. Parts and devices are becoming scarce to unavailable for the 1985 FAS.

BACKGROUND/DISCUSSION:

FY 2019 Capital Projects has funded $350,000.00 to continue this Project. Midwest Engineering Associates, Inc. (MWE) continues to meet with the County to further define and refine the present capabilities of the FAS. MWE has provided a “Peoria County Jail Fire Alarm System Phase II Proposal” (Phase II Proposal) to develop Plans and Specifications that will allow the County to bid a full FAS replacement. It is the County’s desire to bid the total FAS replacement at this time with the caveat that if 2019 Capital Funding for this Project are insufficient, then language will be included in the bid documents and contract award language that the successful bidder will commit to a complete FAS package and pricing that will complete the Project in FY 2020. This will allow the County and the contractor to have a working document and understanding that will allow the complete FAS Project to be completed when additional funds are available.

MWE’s Phase II Proposal includes their complete fee to provide a complete FAS regardless of regardless if the Project completes in this phase of work or extends over multiple phases of work. MWE’s fee is Not-To-Exceed $117,000.00 and is a Time-And-Materials proposal based on their 2019 hourly consulting rates. MWE will not exceed this fee without prior written authorization from the County.

The States Attorney Office (SAO) reviewed MWE’s original Proposal language and required changes to MWE’s General Conditions (GC). Staff and MWE worked together to get the SAO’s changes made to the GC. MWE then provided an updated Proposal with these changes. MWE’s Phase II Proposal includes the same SAO approved language as the Phase I Proposal. The MWE Phase II Proposal is attached as part of this Agenda Briefing.
Staff is requesting that $117,000.00 of the Project’s FY 2019 $350,000.00 be appropriated for this work. Staff is further requesting that the County Administrator, with the approval of SAO, shall oversee the issuances of the necessary Purchase Orders, Change Orders, and other Documents necessary to accomplish this Phase II Proposal.

 COUNTY BOARD GOALS:

Infrastructure Stewardship

 STAFF RECOMMENDATION:
Approve the commitment of Project Jail-16-007 funds for this portion of the Project. Authorize the County Administrator, with the approval of SAO, to issue necessary documents to complete this portion of the Project with MWE.

 COMMITTEE ACTION:

PREPARED BY: Daniel O'Connell, Director, Facilities and Grounds Operations
DATE: January 29, 2019
January 17, 2019

Mr. Daniel P. O'Connell  
Director, Facilities and Grounds Operations  
County of Peoria  
324 Main Street, Room 502  
Peoria, Illinois 61602-1319

RE: Peoria County Jail Fire Alarm System Phase II Proposal

Dear Mr. O'Connell:

Midwest Engineering Associates, Inc. (MWEA) is pleased to offer this engineering proposal to provide the scope of services listed below:

**SCOPE OF SERVICES**

Peoria County has requested MWEA provide engineering services for replacement of the existing Fire Alarm system at the Peoria County Jail located at 301 N. Maxwell Road in Peoria. As stated within the Phase I system evaluation, MWEA recommends a subsequent effort that will produce deliverables required for full system replacement.

MWEA proposes a Phase II project to perform the following scope of services:

1. Complete existing system analysis and record drawings required for the development of construction (Bid) documents.
   a. Includes detailed site investigation required to complete architectural floor plans (Original jail, addition, and subsequent building modifications).
   b. Produce architectural floor plans (CAD) of the original jail and addition.
   c. Includes detailed site investigation required to locate existing fire alarm system devices to remain, as well as those to be demolished.
   d. Meet with existing Fire Alarm system vendors (Johnson Controls and Thompson Electronics Company) in order to acquire system programming needed to understand current HVAC and smoke control systems integration.
   e. Provide mechanical engineering support necessary to understand current HVAC and smoke control systems integration.
2. Produce construction documents (Plans and specifications) required to allow for bidding a complete code compliant system.

   a) Meet with Peoria County Jail and Facilities staff to discuss processes and new system operations.

   b) Meet with Peoria County and the AHJ in order to define construction phasing options, and provide specifications as to how the project will proceed through calendar years 2019 and 2020 based on available funding.

   c) Complete the following construction drawings required for bidding and deliver in AutoCAD and PDF formats:

      i. Cover Sheet
      ii. General Electrical Symbols, Abbreviations, and Notes.
      iii. Electrical Specifications.
      iv. Demolition Floor Plans.
      v. New Work Floor Plans.
      vi. Fire Alarm System Riser Diagram (New/existing components).
      vii. Detail Sheets, as required.

3. Provide bidding process and construction administration support.

   a) MWEA will attend a pre-bid meeting per Peoria County’s request.

   b) MWEA will attend a pre-construction meeting per Peoria County’s request.

   c) MWEA will attend construction phasing meetings anticipated to be one (1) time per week for an estimated (4) months. The hours for this are included in the estimated construction observation hours shown in Section 3.d.iv.

   d) MWEA will provide the following construction administration services:

      i. Shop drawing submittal review.
      ii. Responses to contractor RFI’s.
      iii. Limited Construction Observation - MWEA personnel shall visit the project at appropriate intervals during construction to be generally familiar with the progress and quality of the Contractor’s work and to determine if the work is proceeding in general accordance with the Contract Documents. Peoria County has not retained MWEA to make detailed tests or to provide continuous/daily project review and observation services. If Peoria County desires more extensive project observation or full-time project representation, Peoria County shall
request such services to be provided by MWEA as Additional Services in accordance with the terms of this Agreement.

iv. On site construction observation services are estimated at 10 hours per week for a project duration of 4 months.

v. Answer contractor questions during construction.

vi. Perform a walk-through of the project and prepare a punch list and review completed punch list items with the contractor at substantial completion.

vii. Provide onsite observation during system startup testing.

ADDITIONAL SERVICES

Additional services that are not included in the proposed Scope of Work may include, but are not limited to:

a) Mechanical, Electrical, and Plumbing engineering and design services other than as related to the Fire Alarm system.
b) Fire Protection and Fire Suppression systems.
c) Smoke Management Control systems.
d) Continuous Construction Observation and/or Construction Inspection Services.
e) Construction Management Services.
f) Commissioning Services.
g) HVAC Systems Control Services.
h) Communication systems.
i) Building Security, Access Control, and Lighting systems.

FEES

Midwest Engineering Associates proposes to complete the above Scope of Services on a time and materials basis using our 2019 hourly consulting rates with an estimated not to exceed fee of $117,000.00.

MWEA will not exceed the estimated not to exceed fee without prior written authorization from Peoria County.

SCHEDULE

Midwest Engineering Associates can start work immediately upon receipt of an executed copy of this agreement. MWEA will work with Peoria County in order to meet key design/bidding schedule milestones.

Construction phasing will be adjusted based on availability of funds.
TERMS AND CONDITIONS

We have attached to this proposal our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of your office execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to Midwest Engineering Associates, Inc. upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

We look forward to working with you on this project and sincerely appreciate the opportunity to provide our professional engineering services to you and your team.

Sincerely,

[Signature]

Shawn E. Gleason, EI
Electrical Engineer

[Signature]

David L. Horton, P.E.
Sr. Project Manager

Attachments:
MWEA 2019 Consulting Services Rate Sheet
General Conditions of Service

Responsible for Payment and Accepted by:

Signature: _______________________

Name (please print): _______________________

Title (please print): _______________________
**Midwest Engineering Associates, Inc.**

**BASIS OF PAYMENT**

**2019 CONSULTING SERVICES RATES**

The following schedule is for normal design and consulting services provided on an hourly basis.

**Engineer/Surveyor/Scientist/Technician/Administrative Positions**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$180.00</td>
</tr>
<tr>
<td>Sr. Structural Engineer</td>
<td>$180.00</td>
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<tr>
<td>Sr. Civil/Transportation Engineer</td>
<td>$175.00</td>
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<tr>
<td>Sr. Electrical Engineer</td>
<td>$169.00</td>
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<tr>
<td>Certified Commissioning Authority</td>
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<tr>
<td>Sr. Mechanical/Plumbing Engineer</td>
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<tr>
<td>Sr. Fire Protection Engineer</td>
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<tr>
<td>Sr. Project Manager</td>
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<tr>
<td>Process Engineer</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Civil/Transportation Engineer II</td>
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<tr>
<td>Electrical Engineer II</td>
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<tr>
<td>Construction Services Manager</td>
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<tr>
<td>Professional Land Surveyor</td>
<td>$107.00</td>
</tr>
<tr>
<td>Landscape Architect/Wetlands Specialist</td>
<td>$107.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$104.00</td>
</tr>
<tr>
<td>Sr. Designer</td>
<td>$104.00</td>
</tr>
<tr>
<td>Civil/Transportation Engineer I</td>
<td>$96.00</td>
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<tr>
<td>Designer/Sr. CADD Technician</td>
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<td>Construction Technician II</td>
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<td>Mechanical Engineer I</td>
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<td>Electrical Engineer I</td>
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<td>Construction Technician I/Materials Tester</td>
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<tr>
<td>Administrative Assistant</td>
<td>$75.00</td>
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<tr>
<td>Intern</td>
<td>$45.00</td>
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1. Rates are subject to change and may be superseded by a new schedule on or about January 1, 2020.
2. Charges for special services, expert testimony, etc. will be negotiated.
3. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
4. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
5. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
6. Mileage charges for automobile = Federal Rate per mile. Mileage charges for survey truck = $0.75 per mile.
7. Services will be billed monthly, and at the completion of the project. There will be an additional charge of 1.5% per month compounded on amounts outstanding more than 30 days.

1.0 Dave, please make this change so it is consistent with previous changes. 01-04-19.
Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY
   a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.’s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION
   a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc’s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by through or under Client, for all and all injuries, claims, losses, expenses, or damages arising out of or caused by Midwest Engineering Associates, Inc. services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc’s officers, directors, employees, agents and consultants, and any of them, shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of $50,000, whichever is greater.

3. REUSE OF DOCUMENTS
   a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of the project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adoption by Midwest Engineering Associates, Inc. will be at Client’s sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting therefrom. Any such verification or adoption will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

4. CONFIDENTIALITY
   a. Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party, unless required to do so by law or court order.

5. PAYMENT
   a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.
   b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.
6. SUBCONTRACTING
   a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement, with or without the prior written authorization of the other party.

7. TERMINATION
   a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.

8. USE OF WORK PRODUCT
   a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc.'s business.

9. CONSTRUCTION RESPONSIBILITY
   a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, or safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

10. OPINIONS OF COST
    a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion of probable cost prepared by Midwest Engineering Associates, Inc.

11. ATTORNEY'S FEES
    a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.

12. COMPLIANCE WITH CODES AND STANDARDS
    a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.
13. **STANDARD OF CARE**
   a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

14. **HAZARDOUS MATERIALS**
   a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client’s behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

Your County Infrastructure Committee does hereby recommend passage of the following Resolution:

RE: Approval of funds for the Phase II Proposal for the Fire Alarm System (FAS) Study Project (Project), and to authorize the County Administrator, with the approval of SAO, to issue the necessary documents for this Phase II of the overall Project with Midwest Engineering Associates, Inc. (MWE).

RESOLUTION

WHEREAS, your County Infrastructure Committee recommends that the County Board approve the appropriation of necessary funds from the 2019 Capital Project Jail-16-007 to pay for the Phase II Proposal work from MWE on the FAS Project at the Jail; and

WHEREAS, your County Infrastructure Committee recommends that the County Board authorize these funds to be One Hundred Seventeen Thousand Dollars ($117,000.00) for FY 2019 for this Phase II Proposal of the Project with MWE; and

WHEREAS, your County Infrastructure Committee recommends that the County Board authorize the County Administrator, with the approval of SAO, to issue the necessary documents for this Phase II Proposal work of the overall Project with MWE;

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board, that FY 2019 funds for the Phase II Proposal of the FAS Project at the Jail is approved and that the County Administrator, with the approval of SAO, is authorized to execute the necessary documents for this initial phase of the Project with MWE.

RESPECTFULLY SUBMITTED,

County Infrastructure Committee

Date: January 29, 2019
ISSUE:
For RESOLUTION: Authorization to Aggregate the County’s Natural Gas Supply

BACKGROUND/DISCUSSION:
In the fall of 2006, the County jointly issued an RFP for electricity generation in the deregulated market with the City of Peoria, the Peoria Civic Center Authority, and the Peoria Library District. Since the County's initial award, 5 other units of government, including: Metropolitan Airport Authority of Peoria, City of East Peoria, City of Pekin, Tazewell County, and the Pekin Library District have awarded contracts aggregate their electricity supplier.

Natural gas is now able to be aggregated in the same fashion as electricity for our facilities. It is not yet possible to aggregate natural gas for residential customers. On average, the County uses approximately 500,000 therms of natural gas per year. Working with many of the same local government partners as we do with the electricity supply aggregation, our consultants, Good Energy, have assembled a purchasing block of 3,000,000 therms. The regulatory deadline to notify Ameren Illinois that we will switch to an aggregation supplier for natural gas is March 10, 2019. The switch to the aggregated supplier will become effective on May 1, 2019.

Reviewing our historic usage of natural gas, Good Energy is estimating an annual savings of $40,000-$50,000, perhaps more. In early March, Good Energy will conduct a procurement for the block, in the same fashion that is has done for electricity in the past. The attached resolution authorizes the County Administrator to execute a contract with the most responsible, low bidder for natural gas supply on or before the March 10 deadline. The resolution also requires the States Attorney to review and approve the contract the County Administrator will execute on behalf of the County.

COUNTY BOARD GOALS:
- FINANCIAL STABILITY
- INFRASTRUCTURE STEWARDSHIP
- EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION:
APPROVAL

COMMITTEE ACTION:

PREPARED BY: Scott A. Sorrel, County Administrator
DEPARTMENT: County Administration
DATE: February 8, 2019
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Infrastructure Committee does hereby recommend passage of the following Resolution.

Re: Authorization to Enter into a Contract for Aggregated or “Transport” Supply of Natural Gas for Peoria County Facilities

RESOLUTION

WHEREAS, the County of Peoria started aggregating the supply of its electricity load in 2007, savings the taxpayers in excess of $100,000, and;

WHEREAS, the Peoria County Board has determined that or switching from “system firm” supply of natural gas to “transport” supply of natural gas through an aggregation with many other local governments and counties is to the County financial advantage, and;

WHEREAS, the potential savings could be $50,000 per year, and;

WHEREAS, the County’s energy consultant, Good Energy, has assembled an aggregation group for the purpose of securing guaranteed pricing for natural gas suppliers prior to the regulatory deadline of March 10, 2019, and;

WHEREAS, the result will be a contract with a natural gas supplier for a term to be negotiated.

NOW, THEREFORE, BE IT RESOLVED that the Peoria County Board authorizes the County Administrator to execute a contract for the County’s supply of natural gas with the most responsible low bidder prior to the March 10, 2019 regulatory deadline to notify Ameren Illinois of the County’s intention to switch natural gas suppliers, and;

BE IT FURTHER RESOLVED that the contract will be approved by the States Attorney prior to its execution.

RESPECTFULLY SUBMITTED,

INFRASTRUCTURE COMMITTEE