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Resolution No. 15-1

MAY 30 2018

Authorizing Office of Emergency Management to Enter into a Contract for a
Commodity Flow Study of Hazardous Materials, Not to Exceed \$53,530.00

WHEREAS, the Office of Emergency Management (OEM) published notice of its Request for Proposals (RFP) to conduct a Commodity Flow Study of Hazardous Materials (Study), due by May 8, 2018, in the State Journal-Register newspaper on April 6, 12 and 15, 2018; and

WHEREAS, only one (1) vendor, American Environmental Corporation (AEC), timely submitted its proposal to OEM for this study; and

WHEREAS, the proposal from AEC with a cost of \$53,530.00 conforms with the RFP; and

WHEREAS, the proposal from AEC is reasonable and offers a price within the grant budget of Sangamon County's Hazardous Materials Emergency Preparedness grant, which will fund 80% of the Study's full cost; and

WHEREAS, a contract with AEC is attached with a scope of work for the Study that calls for a final written report to be delivered not later than September 30, 2019; and

WHEREAS, the Office of Emergency Management should be authorized to sign such contract to begin the Study upon its execution and the delivery of required certificates of insurance;

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Sangamon County Board, in session this twelfth day of June, 2018, to authorize the Office of Emergency Management to enter into a contract for a Commodity Flow Study of Hazardous Materials, not to exceed \$53,530.00, with American Environmental Corporation, for a term that will end on September 30, 2019.

Respectfully submitted,
OEM/911 Committee

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MAY 30 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

Joni E. Kneel, Chairman

[Signature], Member

_____, Member

[Signature], Member

_____, Member

[Signature], Member

_____, Member

2018-2019 COMMODITY FLOW STUDY AGREEMENT
between
The Sangamon County Office of Emergency Management
and
American Environmental Corporation

The parties to this agreement are: the Sangamon County, Illinois, Office of Emergency Management (“County”) and American Environmental Corporation (“Consultant”).

WHEREAS, the County desires that a Commodity Flow Study (CFS) designed to ascertain the types and amounts of hazardous materials being transported within and through the County and its adjacent counties of Menard and Christian by truck and rail and also designed to assess vulnerability be performed; and

WHEREAS, the County desires that the results of this CFS study be provided to the County in a written report so that the County and its adjacent counties of Menard and Christian may have accurate information necessary to update their plans and the plans of emergency responders to releases of hazardous substances; and

WHEREAS, the County is the recipient of a Hazardous Materials Emergency Planning (HMEP) grant awarded by the U.S. Department of Transportation (USDOT) and administered by the Illinois Emergency Management Agency (IEMA) to conduct the desired CFS study; and

WHEREAS, Consultant has the experience in hazardous substances, transportation planning, risk assessment, environmental analysis, public involvement, and emergency planning necessary to provide the services needed to complete the CFS and provide the written report desired by the County.

WHEREFORE, the parties agree as follows:

I. THE WORK

Consultant shall perform the CFS and provide the County with a final, written report regarding the CFS, delivered not later than September 30, 2019, all as described in Exhibit A hereto.

Consultant shall commence work upon the execution of this agreement and delivery of the required certificates of insurance, described herein. Each segment of the work shall be completed in the time allowed in Exhibit A hereto.

All work performed by Consultant under this agreement shall be performed in a manner that meets or exceeds the customary standards of environmental professionals performing similar work in that geographical area of the United States of America commonly known as the Midwest. In addition, Consultant shall comply with all applicable health, safety, and environmental laws and shall comply with all requirements of the US DOT and the IEMA applicable to the work, and the Transportation Research Board’s Guidebook for Conducting Local Hazardous Materials Commodity Flow Studies, and to all provisions of the HMEP grant program, which approved this project for a CFS.

The Consultant shall abide by and will comply with all applicable Federal, State, and local laws. The Consultant agrees to maintain books, records, documents, and any other evidence pertaining to all costs and expenses incurred to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed for at least three years.

II. HAZARDOUS SUBSTANCES

In this agreement, "hazardous substances" has the same meaning as set forth in 40 C.F.R. §300.5, except, as used in this agreement, it also includes petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas and any fraction of these and any mixture of these.

III. PAYMENT FOR THE WORK

County shall pay Consultant \$53,530.00 (Fifty-three thousand five hundred thirty dollars) for the performance of the work by making five payments of \$10,706.00 (ten thousand seven hundred six dollars) on a quarterly basis as invoiced by the Consultant. All work is to be completed and a final invoice submitted by September 30, 2019 to obtain final payment. Consultant shall provide County with an invoice setting forth both the work performed during the previous ninety days and when that work was performed. If the work invoiced has been performed in accordance with this agreement, the County shall pay the Consultant a \$10,706.00 payment within thirty days of the County's approval of the invoice. If the County notifies Consultant that the work for which payment is sought in any invoice is not in compliance with the terms of this agreement, the Consultant shall have ten working days to come into compliance with this agreement's terms and, if this is accomplished, the County shall then pay the invoice within thirty days.

IV. DRAFT REPORT REVIEWS/CORRECTION OF WRITTEN REPORT AFTER FINAL PAYMENT

Consultant shall provide County with a draft of the written report for review and comment and correction before formally submitting its final, written report.

Consultant shall maintain the final, written, CFS report required by this agreement in both paper and electronic format. Within one year of final payment, if the County advises Consultant of errors in the written report (e.g., typographical errors, mathematical errors, omissions, inaccurate statements, etc.) that the County desires be corrected so that the written report accurately sets forth the results of the study, the Consultant shall make the desired corrections at its sole expense and provide both a revised, original report "For Official Use Only" and a version redacted of sensitive information; these corrected reports shall be provided in both paper and electronic format.

V. INSURANCE

Consultant must obtain, for the term of this agreement and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is required:

1. Worker's Compensation Insurance covering all liability of the Consultant arising under the Worker's Compensation Act and the Worker's Occupational Disease Act at statutory limits.
2. Comprehensive General Liability Insurance to include a combined bodily injury and property damage occurrence limit of not less than \$1,000,000 per person and \$2,000,000 per occurrence. The Comprehensive General Liability Insurance shall contain contractual liability, products, completed operations coverage, and independent consultant coverage.
3. Comprehensive Automobile Liability Insurance shall, at a minimum consist of \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury and property damage.
4. Consultant shall purchase and maintain such insurance as will protect themselves and County against all claims arising from the operation of the work or the execution of this agreement.

Consultant agrees that with respect to the above required Comprehensive General Liability and Comprehensive Automobile Liability insurance, the County shall be: (a) named as an additional insured by endorsement as its interest may appear; (b) provided with thirty-days' notice, in writing, of cancellation or material change; and (c) provided with Certificates of Insurance evidencing the above-required insurance prior to commencement of this agreement and, thereafter, with certificates evidencing renewals or replacements of said policies of insurance at least fifteen days prior to the expiration or cancellation of any such policies.

In the event Consultant fails to obtain or maintain any insurance coverages required under this agreement, the County may purchase such insurance coverages and charge the expense thereof to the Consultant.

VI. INDEMNIFICATION

The Consultant agrees to indemnify, save harmless, and defend the County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with, the work covered by this agreement. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees.

VII. INDEPENDENT CONTRACTOR

Consultant shall at all times be deemed to be an independent contractor and shall not be deemed to be an employee or agent of the County, the State of Illinois, or the US DOT.

Consultant shall advise each person it retains or allows to perform any portion of the work required by this agreement that he or she is not an employee or agent of the County, the State of Illinois, or the US DOT.

VIII. CONFIDENTIALITY

The information gathered, analyzed, and presented in the written report as called for by this agreement is restricted information of a security sensitive nature intended to be used by the County and its adjacent counties of Menard and Christian for emergency and contingency planning. Accordingly, Consultant shall maintain the confidentiality of all information related to this study and shall not release it to any entity other than the County and its adjacent counties of Menard and Christian unless: (a) the County authorizes the release in writing; or (b) a court or administrative body with jurisdiction over Consultant orders that the information be released to a specific entity; however, prior to releasing the information pursuant to this exception, the Consultant shall immediately notify the County of the order and allow the County the opportunity to challenge the order in the appropriate forum.

IX. NON-DISCLOSURE

The Receiving Parties, defined herein as the Client, are units of local government, operating under the laws of the State of Illinois and as such are subject to the rules and obligations contained within the Freedom of Information Act ("IFOIA") (5 ILCS 140). Disclosure by Receiving Parties of Confidential Information or Confidential Materials as required by operation of the Illinois law including but not limited to court order, shall not be considered a violation of any provision contained herein.

The parties' respective obligations under this agreement with respect to Confidential Information and Confidential Materials that are disclosed during the Term will survive any termination of this agreement.

This agreement will be interpreted and enforced in accordance with the laws of the State of Illinois, including the Illinois Trade Secrets Act, without regard to its rules relating to choice of law. Each party hereby consents to the jurisdiction and venue of any state or federal court located in Sangamon County, Illinois, with regard to any legal action relating to this agreement and to service of process in any such action by US Mail.

This agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior discussions, understandings, and agreements

between the parties. No amendment or modification of any provision of this agreement shall be effective unless in writing and signed by authorized representatives of each party.

Neither party will assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

All notices or reports permitted or required under this agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth in this agreement or such other address as either party may specify in writing.

X. CONFLICT OF INTEREST AND ANTI-LOBBYING

Consultant shall disclose, and agrees that it is under a continuing obligation to disclose to County, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit the Consultant from having or continuing the contract.

Consultant shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or give the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties.

XI. NON-DISCRIMINATION

Consultant shall comply with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, and shall not unlawfully discriminate in employment, contracts, or any other activity.

XII. ASSIGNMENT

Consultant shall not assign this agreement without the prior, written consent of the County.

XIII. ADDITIONAL COMMITMENTS OF CONSULTANT

Consultant certifies that 35-177-0899 is its correct Federal Taxpayer Identification Number and that it is doing business as an Illinois Limited Liability Corporation.

Consultant's personnel who will work on this project include:

NAME

DUTIES

Greg Michaud	Government Coordination, Hazardous Substance & Environmental Evaluation, Risk Assessment, Truck Count Coordination, Technical Writing & Project Management
Andrea Bostwick	Risk & Vulnerability Analysis, Technical Writing & Public Involvement, Truck Traffic Count Quality Control
Zak Krug	Truck Traffic Count Field Support
Ken Miller, P.E.	Quality Control

Consultant agrees that should it become insolvent, the County may, without prejudice to any of its other rights or remedies and without liability to the Consultant, terminate this agreement.

XIV. COMMUNICATIONS

Communications with the County will be through William D. Lee III, Sangamon County Office of Emergency Management. Consultant shall submit all written documents and invoices to the County to the following address:

Sangamon County Office of Emergency Management
c/o William D. Lee III
2000 Shale Street
Springfield, IL 62703

Communications with the Consultant will be through Greg Michaud, American Environmental Corporation.

American Environmental Corporation
c/o Greg Michaud
3700 West Grand Avenue, Suite A
Springfield, IL 62711

XV. TERMINATION

The County may terminate this agreement, without showing cause, by giving written notice to the Consultant stating when the termination shall become effective. The County shall pay all reasonable costs incurred by the Consultant up to the date of termination. The Consultant will not be reimbursed for any anticipatory profits which have not been earned to the date of termination. When the Consultant has not performed or has unsatisfactorily performed the agreement, payment will be withheld. Failure on the part of the Consultant to fulfill contractual obligations shall be considered just

cause for termination of this agreement and the Consultant is not entitled to the recovery of any costs or expenses incurred by the Consultant up to the date of termination.

XVI. ENTIRE AGREEMENT/MODIFICATION

This agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior discussions, understandings, and agreements between the parties. No amendment or modification of any provision of this agreement shall be effective unless in writing and signed by authorized representatives of each party.

XVII. JURISDICTION, VENUE, CHOICE OF LAW

This agreement will be interpreted and enforced in accordance with the laws of the State of Illinois, including the Illinois Trade Secrets Act, without regard to its rules relating to choice of law. Each party hereby consents to the jurisdiction and venue of any state or federal court located in Sangamon County, Illinois, with regard to any legal action relating to this agreement and to service of process in any such action by US Mail.

XVIII. Ownership of Intellectual Property

Any data or other intellectual products and properties developed by and for this project under this agreement shall be the property of the County and its adjacent counties of Menard and Christian and may be used by these parties individually or collectively without fee or other limitation.

American Environmental Corporation ("Consultant")

By: Kenneth M. Miller, P.E., P.G.

Regional Manager

Date _____

Sangamon County, Illinois, Office of Emergency Management ("County")

By: William D. Lee III

Coordinator

Date _____

EXHIBIT A

Sangamon County, Illinois Office of Emergency Management

2018-2019 Commodity Flow Study

Scope of Work

Introduction

Sangamon County proposes to conduct a Commodity Flow Study of hazardous materials being transported through Sangamon, Menard and Christian counties. American Environmental Corporation (AEC), under the direction of the Sangamon County Office of Emergency Management (OEM), will:

- (1) Secure data on placarded and unplacarded loads of hazardous materials transported by motor vehicles, by making truck counts as described herein.
- (2) Analyze data on carloads of hazardous materials transported by rail according to USDOT's nine hazard classes. Such data being sought/received by the 3 counties in the study area from the 5 Class One railroads serving them for the years 2017 and 2018 will be forwarded to AEC by the Sangamon County OEM.
- (3) Provide a narrative assessment addressing the risk posed by the transportation of hazardous materials by both truck and rail to identified critical facilities and key infrastructure within the study area.

Scope of Work

The following scope of work describes the tasks to be undertaken and their anticipated completion dates. These anticipated completion dates assume that a notice to proceed will be granted before July 1, 2018. Time and materials to complete this project would not exceed \$53,530.00.

Task 1: Highway Truck Counts

Truck Count Locations: Truck counts will be undertaken at the following locations designed in the RFP:

Sangamon County:

- ❖ I-55 at Rail Splitter Rest Area
- ❖ I-55 south of Toronto Road
- ❖ I-72 near Mechanicsburg Road exit I-72 near Curran exit
- ❖ IL Route 29 east of I-55
- ❖ IL Route 29 at Andrews Road
- ❖ IL Route 54 near Bissell Road
- ❖ IL Route 4 south of I-72
- ❖ IL Route 4 at IL Route 97
- ❖ IL Route 97 at IL Route 4

Menard County:

- ❖ IL Route 29 north of Athens
- ❖ IL Route 29 south of Athens
- ❖ IL Route 97 north of Petersburg
- ❖ IL Route 97 south of Petersburg

Christian County:

- ❖ IL Route 29 north of Taylorville
- ❖ IL Route 29 south of Taylorville
- ❖ IL Route 48 north of Taylorville
- ❖ IL Route 48 south of Taylorville
- ❖ US Route 51 north of Pana
- ❖ US Route 51 south of Pana

Frequency, Duration & Timing of Truck Counts: Five quarterly truck counts will be conducted beginning July 1, 2018 and running through August 15, 2019. A sufficient number of truck count hours are required to accurately characterize the types and relative quantities of chemicals and other hazardous substances being transported on highways through the three-county region and to provide a reasonable confidence level in the results. Twenty-four hour a day surveillance for seven days a week is not necessary. As with election results, representative truck counts can occur by using a smaller subset of the hours available during this Study if certain variables are taken into consideration including truck driving patterns, differences in seasonal chemical use, and the locations of chemical generators.

Each of the 20 truck count locations will be observed for a minimum of one hour during each of the five quarterly counts. During each count, a tally sheet will be kept indicating the number of placarded trucks observed by hazard class as well as the total number of trucks observed. Binoculars and a camera will be used to help supplement visual observations. The four digit chemical identification number that may appear on the placard will also be recorded. Spot checks, of a shorter duration, will be used to supplement the primary counts and to adjust the time of day when future counts are conducted in an effort to select optimal times. The combination of primary truck counts and spot checks will result in a minimum of 225 to 233 hours devoted to truck counts.

The time of day when truck counts are conducted should vary by hour and by day. Based on AEC's extensive experience in conducting highway truck counts in central Illinois—including Sangamon County—AEC has learned that northbound traffic from the St. Louis metro area tends to peak earlier in the day than southbound traffic from the Chicago metro area. Consequently, the time of day when these counts are conducted should be adjusted to capture shipments entering the region from multiple locations. AEC has also learned that chemical shipments tend to be higher on Mondays and Tuesdays than on Wednesdays. With chemicals transported from over 20 states passing through this region on I-55 and I-72, counts should also be conducted later in the week to identify differences in distribution and production. In addition, the late afternoon/early evening hours between 4 p.m. and 6 p.m. during the summer and fall tends to show substantially different outcomes than are found in mid-afternoon and mid-morning hours.

Trucks Counted: Placarded and non-placarded trucks carrying chemicals and hazardous substances will be counted as well as the total number of trucks travelling through each location. Among the non-placarded trucks carrying hazardous substances in Sangamon County and elsewhere in Illinois are pesticides, insecticides, fertilizer, tar, paint, and biological waste.

Individual tally sheets will be maintained for each count at each location. These tally sheets will also include the total number of trucks (excluding pick-up trucks and service vans) so that the percentage of truck traffic carrying chemicals and hazardous substances can be calculated at each location. This information has proven useful to decision makers determining how and where to better allocate limited resources to respond to future hazmat incidents.

Quarterly tabulations will be conducted utilizing results from all twenty locations to gauge any differences related to production and use during the study period. Previous Commodity Flow Studies that AEC has conducted throughout Illinois clearly show substantive differences in the types and amounts of chemicals transported on highways that are, in part, related to the seasons. This

information may also be useful to identify how weather impacts changes between modes of transportation. One question this information may help answer is “Does flooding on the Illinois or Mississippi Rivers result in more truck or rail shipments through the study region as commodity shipments by barge are temporarily suspended?”

In addition to quarterly tabulations, project summary tabulations will be compiled in narrative and graphic form for the study period as a whole.

Estimated Completion Date: The following provides estimated completion dates for each of the five quarterly truck counts.

1st Quarter – No later than August 15, 2018

2nd Quarter – No later than November 15, 2018

3rd Quarter – No later than February 15, 2019

4th Quarter – No later than May 15, 2019

5th Quarter – No later than August 15, 2019

Task 2: Rail Car Counts

Rail Counts: Sangamon County OEM will coordinate efforts by all 3 counties in this CFS to secure data for annual carload counts of hazardous materials transported through the respective counties. As Sangamon County secures this data, it will forward it to AEC. For each railroad that it receives data, AEC will analyze the carload counts by the nine different classes used by USDOT. To the extent that AEC is given data from a railroad for multiple years over one route or for multiple routes over one year, inferences will be made and explained to account for variations seen. With multiple routes, projections will be made on impacts, should an unknown factor force all that hazardous materials freight onto a single route. Ongoing information about rail car counts will be part of the quarterly reports. The written analysis of rail car counts will be incorporated in AEC’s final report.

Task 3: Reporting

Sangamon County OEM: Each quarter AEC will attend a progress meeting with the Sangamon County OEM Coordinator in Springfield. At this meeting AEC will provide an oral summary presentation of the most recent truck counts and deliver a written progress report summarizing the current and cumulative results through the most recent quarter.

Local Emergency Planning Committees: Each quarter AEC will also present an oral progress report to a meeting of the Christian County Local Emergency Planning Committee (LEPC) in Taylorville and to a meeting of the Sangamon Valley LEPC in Springfield or Athens.

Final Project Report: A final written project report will be delivered to the Sangamon County OEM Coordinator and will tabulate the sum of all truck counts using narrative and graphics. Differences between the various counting locations will be described and variations identified along with any emerging trends involving categories of hazard classes or generator locations. This report will also

address the potential impact posed by the transportation of hazardous substance by highway and rail on identified critical infrastructure and key community resources (such as drinking water supplies, schools, health care facilities, utilities, and government services).

The narrative assessment addressing the relative risk to critical infrastructure and key community resources from truck and rail transportation will be prepared by two experienced environmental risk assessors. The relative risk will be based on worst-case and probable case scenarios using the chemicals and other hazardous substances identified during the highway and rail evaluations. Among other information, the final report will include:

- a. Cumulative Truck Count Results by Location
- b. Total Number of Trucks and Percent Carrying Hazardous Substances by Location
- c. Quarterly Truck Count Results
- d. Summary of Cumulative Results by Chemical Class
- e. Relative Risk to Critical Facilities and Key Infrastructure

Estimated Completion Date: The following provides estimated completion dates for each of the reporting requirements.

Reporting to the Sangamon County OEM Coordinator will take place each quarter with specific dates to be determined.

Reporting to the Sangamon Valley LEPC will take place quarterly on September 20, 2018; November 15, 2018; March 21, 2019; May 16, 2019; and September 15, 2019.

Reporting to the Christian County LEPC will take place quarterly with specific dates dependent on the LEPC's schedule.

The final report will be delivered to the Sangamon County OEM Coordinator no later than September 30, 2019.

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