

**COLES COUNTY BOARD**

**Regular Meeting**

**May 12, 2015**

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Paul Daily, Mark Degler, Dan Lawrence, Brian Marvin, Ron Osborne, Cory Sanders, Marc Weber, and Mike Zuhone with Chairman Stan Metzger presiding. Absent were members Jan Eads and Nancy Purdy.

Following the Pledge to the Flag, the Invocation was given by Mike Zuhone.

Motion was made by Zuhone, seconded by Daily to approve the April 14, 2015 County Board minutes.

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

**APPOINTMENTS TO THE SEVEN HICKORY/MORGAN FIRE DISTRICT**

Appointments were made by Metzger to appoint the following to the Seven Hickory/Morgan Fire District with the consent of the Coles County Board.

John Long until May 2, 2016

John Austin until May 4, 2015

Robert Hudson until May 8, 2017

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

**APPOINTMENT TO THE LINCOLN FIRE DISTRICT**

Appointment was made by Metzger to appoint Joe Patrick to the Lincoln Fire Protection District until May 2016, with the consent of the Coles County Board.

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

## **RESOLUTION SURPLUS PROPERTY DISPOSAL POLICY**

(For a copy of the resolution see pages 2852)

Upon motion by Degler, seconded by Marvin.

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)

## **PROPOSAL RE: COMMERCIAL APPRAISAL**

(For a copy of the resolution see pages 2853 - 2854)

Upon motion by Weber, seconded by Marvin

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Weber, Zuhone (9)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)  
ABSTAINED: Sanders (1)

## **RES: EXTENSION OF TIME FOR CIRCUIT CLERK'S AUDIT**

(For a copy of the resolution see page 2855)

Upon motion by Sanders, seconded by Weber

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)

## **INTERGOVERNMENTAL AGREEMENT WITH LAKELAND**

Motion was made by Daily to remove the agreement from the table, seconded by Sanders

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)

**Motion was made by Daily to pass the amended agreement, seconded by Lawrence**

(For a copy of the agreement see pages 2856 - 2857)

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

### **RESOLUTIONS RE: DIAL-A-RIDE (2)**

(For a copy of the resolutions see pages 2858 - 2859)

Motion was made by Daily to pass the two Dial-A-Ride resolutions, seconded by Bell

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

### **LOCAL AGENCY AGREEMENT RE: TR-23 RES: TO APPROPRIATE FUNDS RE: TR-23**

(For a copy of the agreement and resolution see pages 2860 - 2866)

Upon motion by Zuhone, seconded by Weber

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

### **INTERGOVERNMENTAL AGREEMENT TR 23 IN NORTH OKAW TOWNSHIP**

(For a copy of the agreement and resolution see pages 2867 - 2868)

Motion was made by Zuhone, seconded by Bell

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

### **COUNTY BRIDGE FUND PETITION NORTH OKAW TOWNSHIP**

(For a copy of the resolution see page 2869)

Upon motion by Zuhone, seconded by Weber

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)

NAYS: None (0)

ABSENT: Eads, Purdy (2)

**AGREEMENT WITH E.S.I. CONSULTANTS  
RE: COUNTY HIGHWAY 5**

(For a copy of the agreement see pages 2870 - 2876)

Upon motion by Zuhone, seconded by Sanders

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)

**REVIEW OF CLOSED MINUTES**

Motion was made by Lawrence to open the closed session minutes and tape of the Executive Session Minutes from December 1, 2014, seconded by Osborne

(For a copy of the Executive Minutes see page 2877)

Upon motion by Lawrence, seconded by Osborne

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)

**APPOINTMENTS**

1. Two appointments to the Public Health Board.

**ADJOURNMENT**

Upon motion by Daily, seconded by Weber the Coles County Board was adjourned at 7:20 p.m..

AYES: Bell, Daily, Degler, Lawrence, Marvin, Metzger,  
Osborne, Sanders, Weber, Zuhone (10)  
NAYS: None (0)  
ABSENT: Eads, Purdy (2)

ATTEST:

  
\_\_\_\_\_  
County Clerk

# SURPLUS PROPERTY DISPOSAL POLICY

## I. General

A. "Surplus Property" is defined as County owned property that no longer is needed or has no practical use to a particular County Office.

B. Surplus Property shall be disposed of in accordance with this policy.

## II. Responsibility

A. The County encourages maximum reuse of Surplus Property whenever possible. It shall be the responsibility of the County Office to notify all other County Offices of Surplus Property it has in its possession.

## III. Methods of Disposal

A. Transfer to other County Offices.

B. Trade-in of Surplus Property.

C. Sale of Surplus Property:

(1) Public Auction with County Board approval.

(2) Internet Auction with County Board approval.

D. Recycling:

(1) Scrap metal may be sold through a reputable recycling dealer without competitive bids if the value of the scrap metal is estimated at less than \$1,000 by the County Official/Department Head.

(2) Computers and computer related devices shall be disposed of through an electronic recycling center. County Offices shall contact the IT Department for additional information regarding erasing and tracking.

E. Disposal:

(1) Surplus Property that has no practical salvage or scrap metal value may be disposed of in the proper manner for the item.

## IV. Availability of Surplus Property to Employees

A. Surplus Property may be claimed by employees, for use in a County Office, as described in the reuse section herein.

B. Surplus Property may be purchased by employees for personal use at a public auction or internet auction only.

C. Employees are prohibited from claiming any Surplus Property for personal use which have been allocated for disposal by recycle or disposal options, as described herein.

3/30/2015

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Robert D Becker  
1238 CR 1000 E  
Trilla, IL 62469

**County Board,**

Please consider this bid for the reassessment of commercial and industrial properties located in Coles County. In determining the scope of this assignment, I met with Mr. Kelly Lockhart and Ms. Karen Childress. I submit this bid contingent upon the County Board approving a switch in software vendors to DEVNET's Computer Assisted Mass Appraisal (CAMA) software. The current system does not contain advanced valuation functions featured in DEVNET; significantly more time is required to develop modeling techniques, ratio studies, and regression analysis in Proval.

The purpose of this reassessment is to as accurately as possible develop an opinion of value for the 2,466 commercial parcels and 90 industrial parcels located within the county. Additional time is required over typical a reassessment due to gaps in data, which prevent a reliable model from being developed. It is my understanding the township assessors and the supervisor of assessment staff will assist in the collection of this additional data.

No data currently exists to support current assessed values of commercial and industrial properties. Development of a model, based on generally accepted mass appraisal techniques, is the basis for supportable values. This model will be the property of the county; it will support future commercial valuations with a credibility not currently used.

My experience has been limited to single property analysis. I have eleven years of appraisal experience in commercial, industrial, multi-family and residential. Coles County is the primary source of my experience. To ensure competency in mass appraisal development I will attended two classes offered by the International Association of Assessing Officers (IAAO) and read the Fundamentals of Mass Appraisal. I believe this to be sufficient to adapt single property

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appraisal methodology to mass appraisal. A complete list of experience and education is available upon request.

It is my understanding this will be a part time assignment as data comes available from the township assessors. First priority would be on Mattoon and Lafayette Township; the township assessors have verified the data already. Laying the ground work for the valuation models will require a significant ramp up period. Once established these models will be applied to the county as a whole. Once the transition to DEVNET's CAMA software is complete the modeling can begin.

I currently own two properties which will be the subject of this reassessment. I have talked with Ms. Childress and she will provide the reassessment on them. Information obtained from previous appraisal assignments with respect to individual properties characteristics is confidential and will not be provided for this reassessment. Data gathered on market conditions, factors affecting the market or other general information will be used to help to increase the accuracy of the model.

I propose to develop a credible valuation model using generally accepted mass appraisal techniques and my experience working in the Coles County area. This service can be provided for the amount of one hundred fifteen thousand dollars (\$115,000).

Respectfully,



Robert D Becker

State of Illinois        )  
                                  )ss.  
County of Coles        )

**RESOLUTION FOR EXTENSION OF THE  
AUDIT OF THE CIRCUIT CLERK**

WHEREAS, Illinois Compiled Statutes requires an audit of the Circuit Clerk within six (6) months of year end; and

WHEREAS, the Circuit Clerk's fiscal year end is November 30, 2014 and the audit is due May 31, 2015; and

WHEREAS, the audit fieldwork is scheduled after that date; and

WHEREAS, a six month extension may be granted by the County Board.

NOW, THEREFORE BE IT RESOLVED that the County Board of Coles County, Illinois grant a six month extension of time to file the annual audit of the Circuit Clerk.

DATED this \_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_ Clerk



## Facility Use Agreement

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Coles County, hereinafter called "Owner," and Lake Land Community College, hereinafter called "Tenant,"

WITNESSETH:

1. That the said Owner does hereby allow said Tenant to occupy the middle common area and the East side of the building known as the "maintenance bay" on a yearly basis at the Dial A Ride Bus Garage located at 11021E County Road 800N Charleston, IL 61920. Said Owner will provide such space, and access to the common areas of said property and utilities for the common area, upon receipt of \$500 per year maintenance fee from the Tenant, which amount shall be paid yearly without the necessity of billing by Owner and said payments shall be directed to the Coles County Council on Aging on a yearly basis Beginning August 1, 2015.
2. Tenant, for itself, its successors and assigned, hereby covenant with the Owner, for itself, its successors and assigns:
  - a. That it will pay \$500.00 building maintenance fee per year on the portion of the premises occupied;
  - b. That it will not cause the title to said premises to be encumbered by lien or otherwise, but will promptly pay all expenses and indebtedness which it may incur on said premises;
  - c. That it will surrender the premises at the end of the term in the same condition that they are now; losses by fire, windstorm or other casualty and ordinary wear and tear accepted. And it agrees to promptly make proper repairs for any damage it may cause to said premises or which may be caused through its use of said premises;
  - d. That it will keep the premises in a clean and neat condition;
  - e. That is will use the space for the purpose of the "Diesel Mechanic Program" and no other purpose;
  - f. That a supervisor or instructor will be on-hand at all times while the building is occupied by any or all students;
3. Tenant, at its expense, shall carry Liability Insurance for work completed on said premises. Insurance covering loss contents in the building on said premises shall be Tenant's expense and obligation and Owner shall not be liable in any way for loss to contents of said building by fire, windstorm, or any other casualty. Further, Tenant agrees to carry liability insurance to cover all injuries to persons and/or property by reason of all activity conducted on said premises and by reason of the condition of the premises in such amounts as mutually agreed by the parties. Owner shall be named as an additional insured on said Liability Insurance policy. Tenant agrees to defend and save harmless owner from any and all claims or liability of any sort by reason of any activity conducted on premises. LLC will proved Coles County with a Certificate of insurance.

4. Tenant shall not erect any signs or make any alterations and improvements without prior consent of Owner. It is agreed that Tenant may remove any signs, structures or equipment on said premises that Tenant erects and installs at any time prior to the time they may vacate said premises, provided same are not permanently attached to the building located on said premises, and provided Tenant causes no damage by such removal.
5. Owner shall maintain the heating and air conditioning units and the exterior of the building. All other expenses that were caused by the Tenant (ex. Stopped up plumbing) shall be Tenant's expense.
6. Owner shall have the right to enter and inspect said premises during the time of the agreement.
7. The agreement may be terminated by either party upon 30 days written notice.

\_\_\_\_\_  
Chief Operations Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Date

# Resolution

RESOLUTION NUMBER \_\_\_\_\_  
A RESOLUTION TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN COLES COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Coles County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Coles County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Coles County that:

Section 1. Coles County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of Coles shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That *the County Board Chair* of the County of Coles is hereby authorized and directed to execute and file on behalf of the *County of Coles* a Grant Application to the Illinois Department of Transportation.

Section 5. That *County Board Chair* of the County of Coles is hereby authorized and directed to execute and file on behalf of the *Coles County* all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the County Board Chair and the Board of Coles County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members \_\_\_\_\_

PRESENT \_\_\_\_\_

AYE \_\_\_\_\_

NAY \_\_\_\_\_

\_\_\_\_\_  
Clerk of Coles County, Illinois

APPROVED by the Board Chair of the Coles County Board, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Board Chair of Coles County, Illinois

**Resolution**

No. CY15 5311

Resolution authorizing application for a **Public Transportation Capital Assistance Grant** under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities is essential to the development of a safe, efficient, functional public transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset certain capital costs of a private non-profit, general public transportation system or an IDOT Certified Public Provider transportation system providing specialized paratransit service; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE Coles County:

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of (*Name of Applicant*).

Section 2. That Stan Metzger of the Coles County Board is hereby authorized and directed to execute and file on behalf of the Coles County such application.

Section 3. That the Chairperson of the Coles County Board is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation in connection with the aforesaid application for said Grant.

Section 4. That Chairperson of the Coles County Board is hereby authorized and directed to execute and file on behalf of the Coles County all required Grant Agreements with the Illinois Department of Transportation.

PRESENT and ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
ATTEST:

Chairperson \_\_\_\_\_  
Title

County Clerk \_\_\_\_\_  
Title



**Illinois Department of Transportation**

**Local Agency Agreement for Federal Participation**

|                              |                     |                         |                |                  |
|------------------------------|---------------------|-------------------------|----------------|------------------|
| Local Agency<br>Coles County | State Contract<br>X | Day Labor               | Local Contract | RR Force Account |
| Section<br>96-09117-00-BR    | Fund Type<br>STP-Br | ITEP and/or SRTS Number |                |                  |

| Construction |                | Engineering |                | Right-of-Way |                |
|--------------|----------------|-------------|----------------|--------------|----------------|
| Job Number   | Project Number | Job Number  | Project Number | Job Number   | Project Number |
| C-97-038-14  | BROS-0029(299) |             |                |              |                |

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name 1700 N Road Route TR - 23 Length .01miles  
 Termini 2.8 miles west of Humboldt over the Kaskaskia River

Current Jurisdiction North Okaw Township TIP Number \_\_\_\_\_ Existing Structure No 015-3060

**Project Description**

Remove and replace existing structure 015-3060.

**Division of Cost**

| Type of Work                   | STP-Br              | %      | %   | LA                | %      | Total               |
|--------------------------------|---------------------|--------|-----|-------------------|--------|---------------------|
| Participating Construction     | 1,000,000           | ( 80 ) | ( ) | 250,000           | ( 20 ) | 1,250,000           |
| Non-Participating Construction | ( )                 | ( )    | ( ) | ( )               | ( )    | ( )                 |
| Preliminary Engineering        | ( )                 | ( )    | ( ) | ( )               | ( )    | ( )                 |
| Construction Engineering       | ( )                 | ( )    | ( ) | ( )               | ( )    | ( )                 |
| Right of Way                   | ( )                 | ( )    | ( ) | ( )               | ( )    | ( )                 |
| Railroads                      | ( )                 | ( )    | ( ) | ( )               | ( )    | ( )                 |
| Utilities                      | 24,000              | ( 80 ) | ( ) | 6,000             | ( 20 ) | 30,000              |
| Materials                      | ( )                 | ( )    | ( ) | ( )               | ( )    | ( )                 |
| <b>TOTAL</b>                   | <b>\$ 1,024,000</b> |        |     | <b>\$ 256,000</b> |        | <b>\$ 1,280,000</b> |

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

**Method of Financing (State Contract Work)**

- METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_
- METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.
- METHOD C---LA's Share \$256,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, 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; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in 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 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application



**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map. Number 2 - Local Appropriation Resolution. Number 3 - Township Jurisdiction

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Stan Metzger

Name of Official (Print or Type Name)

County Board Chairperson

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 029964541 conducting business as a Governmental Entity.

DUNS Number 37-6000640

**APPROVED**

State of Illinois  
Department of Transportation

Erica J. Borggren, Acting Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Director of Finance and Administration

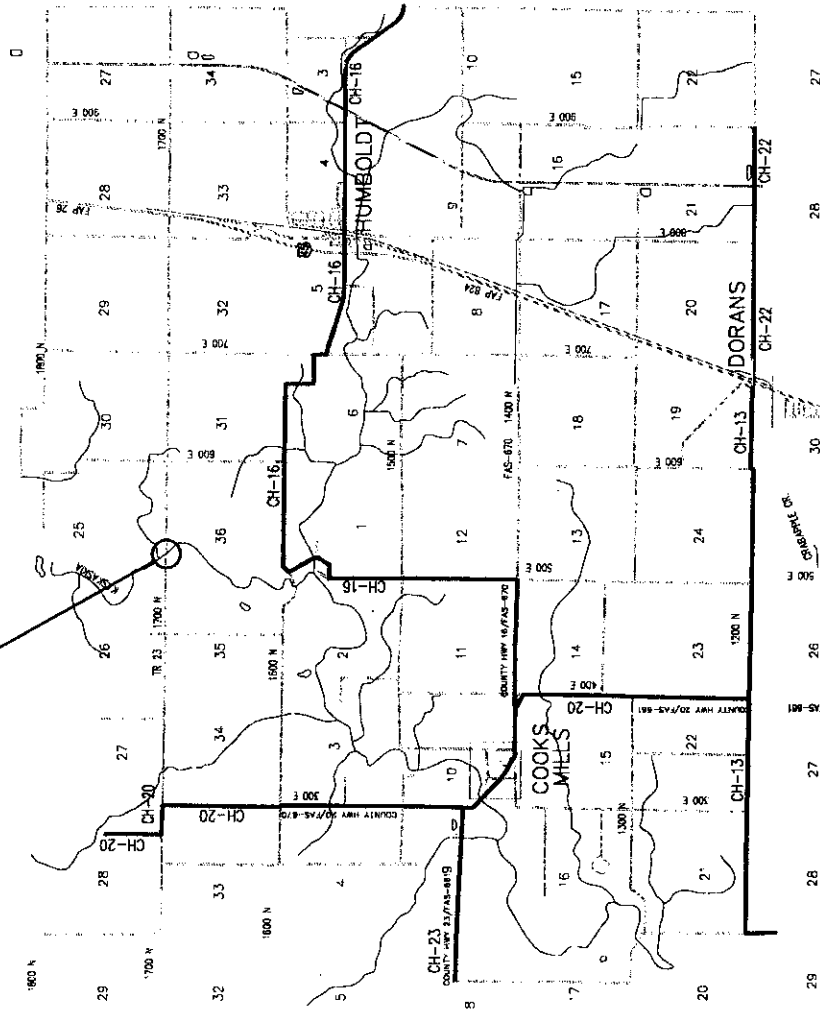
Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

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# Location Map

Proposed Structure Replacement:  
015-3060



**RESOLUTION FOR FUND APPROPRIATION**

**SECTION 96-09117-00-BR**

**WHEREAS**, TR-23 is a designated route on the county highway system; and,

**WHEREAS**, the State of Illinois, Coles County and North Okaw Township believe it would be beneficial to the motoring public if a township bridge on TR-23 be reconstructed; and,

**WHEREAS**, the State of Illinois, Coles County and North Okaw Township are desirous of entering into an agreement to utilize federal highway funds for the above construction, setting forth the terms and obligations to each agency, a copy of which is attached hereto; and

**NOW, THEREFORE BE IT RESOLVED** by this Coles County Board, that the County Board Chair, the County Clerk and the County Engineer of Coles County are authorized, and they are directed to execute an agreement and any subsequent amendments thereto, pertaining to the financing of the above-named improvement.

**BE IT FURTHER RESOLVED** that the County Engineer shall transmit, in writing, the final agreement, and any amendments, to be executed by the County Board Chair and the County Clerk.

**BE IT FURTHER RESOLVED** that there is an appropriation of \$250,000 from Coles County as the local share to the construction of section 96-09117-00-BR.

**BE IT FURTHER RESOLVED** that this agreement, and any amendments, when executed in the final form, be submitted to the Illinois Department of Transportation for their approval and final processing.

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STATE OF ILLINOIS  
COUNTY OF COLES

I, Sue Rennels, County Clerk in and for said County of Coles in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Coles County, at its adjourned meeting held at the Coles County Courthouse on May 12, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in \_\_\_\_\_, in said County, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
COLES COUNTY CLERK (SEAL)

W/S

**An Intergovernmental Agreement for**

**Structure No. 015-3060  
Section 96-09177-00-BR  
TR 23 in North Okaw Township**

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Township of North Okaw, in Coles County, Illinois on the 12<sup>th</sup> day of May, 2015. The parties hereby state and agree as follows:

**A. Purpose and Objectives:**

Coles County and North Okaw Township find it to be in the public's best interest to improve a structure on TR 23 in North Okaw Township.

**B. Powers:**

1. The parties are empowered by the Highway Code to provide Construction and Maintenance for County and Township drainage structures, 605 ILCS 5/5-501.
2. The parties are empowered by the Intergovernmental Agreement Act (5 ILCS 220/3), and the Illinois Constitution (Ill. Const. 1970, Art. VII, Sec. 10) to enter into this Agreement.

**C. Rights and Responsibilities:**

1. The cost for the construction and other expenses of said project will be divided accordingly:
  - a. Federal Bridge Funds will contribute 80 % of the construction costs of the project.
  - b. Township Bridge Funds will contribute 10 % of the construction costs of the project.
  - c. North Okaw Township will contribute 5 % of the construction costs of the project.
  - d. Coles County will contribute 5 % of the construction costs of the project.
  - e. Coles County will use their own engineering forces to perform all construction engineering duties required for this project.
2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.
3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.

4. This Agreement shall be effective as the first date written above.
5. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assignees.

IN WITNESS WHEREOF, the parties given below have executed this Agreement.

**Coles County, Illinois;**

**North Okaw Township, Illinois;**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Township Road Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Board Chair

By: \_\_\_\_\_  
Township Supervisor

# COLES COUNTY HIGHWAY DEPARTMENT

Richard A. Johnson, P.E – County Engineer  
651 Jackson Street, Room 16  
Charleston, IL 61920  
Telephone 217-348-0527

## COUNTY BRIDGE FUND PETITION

### COLES COUNTY BOARD

Petition from: North Okaw Road District Project No. 07-04.2015  
3278 Stotler Street  
Humboldt, IL 61931 Structure No. 015-3060

Location & Invoice: See Attached

Work to be performed: Clearing the right of way of trees in preparation for bridge replacement project over the Kaskaskia River along County Road 1700N, one acre of removal.

Cost of Project: \$19,940.00

0.02% of Assessed Valuation of City or Township \$ 4,689.00

Whereas all requirements of 605 ILCS 5/5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/ drainage project.

Signed: \_\_\_\_\_  
Highway Commissioner

Approved by the Coles County Board  
this 12<sup>th</sup> day of May, 2015.

Amount Approved for Appropriation  
from the County Bridge Fund:

\_\_\_\_\_ \$ 9,970.00  
Board Chairman

Attest: \_\_\_\_\_  
County Clerk

|   |   |  |  |
|---|---|--|--|
| Local Agency<br>Coles County Highway Department   | <b>L<br/>O<br/>C<br/>A<br/>L<br/><br/>A<br/>G<br/>E<br/>N<br/>C<br/>Y</b> |  <b>Illinois Department<br/>of Transportation</b><br><br><b>Preliminary Engineering<br/>Services Agreement<br/>For<br/>Federal Participation</b> | Consultant<br>ESI Consultants, Ltd.  |
| County<br>Coles   |   |  | Address<br>753 Windsor Rd  |
| Section   |   |  | City<br>Charleston   |
| Project No.   |   |  | State<br>Illinois  |
| Job No.   |   |  | Zip Code<br>61920  |
| Contact Name/Phone/E-mail Address<br>Rick Johnson 217.348.0527<br>rjohnson@co.coles.il.us |   |  | Contact Name/Phone/E-mail Address<br>Max Watkins 217.348.1900<br>mwatkins@esiltd.com |

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

**Project Description**

Name CH 5 over Hurricane Creek Route CH 5 Length 2500' Structure No. 015-2004/0035

Termini Approximately 500' west of Structure 015-2004 and approximately 500' east of Structure 015-0035.

Description Surveying, Foundation Borings and Engineering services for structure replacement, structure extension and roadway widening.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 356 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
5. That the ENGINEER is qualified technically and is entirely 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 herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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 STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- 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 me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - 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
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have 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,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - 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.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.



## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, 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 LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any 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 DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by 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 MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, 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 LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE 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.
4. 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 LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, 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 STATE; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA 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 LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 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 State 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other 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 a contract or grant of \$5,000 or more from the State, as defined in 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 the 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 five (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 of maintaining 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 by,
- 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.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. 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 DOT assisted contracts. 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 LA deems appropriate.

**Agreement Summary**

| Prime Consultant:                      | TIN Number                     | Agreement Amount   |
|--|--------------------------------|--------------------|
| ESI CONSULTANTS, LTD.                  | 22-3893594                     | \$36,496.24        |
| <b>Sub-Consultants:</b>                |                                |                    |
| HOLCOMB FOUNDATION ENGINEERING COMPANY | 37-1169664                     | \$4,442.00         |
| KNIGHT & ASSOCIATES SURVEYING          | 37-1513269                     | \$13,187.61        |
|  |                                |                    |
|  |                                |                    |
|  |                                |                    |
|  | <b>Sub-Consultant Total:</b>   | <b>\$17,629.61</b> |
|  | <b>Prime Consultant Total:</b> | <b>\$36,496.24</b> |
|  | <b>Total for all Work:</b>     | <b>\$54,125.85</b> |

Executed by the LA:

Coles County

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

County \_\_\_\_\_ Clerk

Title: County Board Chairperson

(SEAL)

Executed by the ENGINEER:

ATTEST:

ESI Consultants, Ltd.

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Title: Vice President

Title: Senior Structural Project Manager

**Exhibit A - Preliminary Engineering**

Route: CH 5  
 Local Agency: Coles County Highway Department  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 138.27 %  
 Complexity Factor (R) 0.00  
 Calendar Days 365

Method of Compensation:  
 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate  
 Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

| Element of Work    | Employee Classification | Man-Hours     | Payroll Rate | Payroll Costs (DL) | Overhead*          | Services by Others | In-House Direct Costs (IHDC) | Profit            | Total              |
|--------------------|-------------------------|---------------|--------------|--------------------|--------------------|--------------------|------------------------------|-------------------|--------------------|
| Scoping Site Visit | Project Engineer        | 5.00          | \$31.21      | \$156.05           | \$215.77           | \$0.00             | \$0.00                       | \$53.91           | \$ 425.73          |
| ESR/BCR/404/PDR    | Engineer 1              | 34.00         | \$25.06      | \$852.04           | \$1,178.11         | \$0.00             | \$0.00                       | \$294.37          | \$2,324.52         |
| ESR/BCR/404/PDR    | Project Engineer        | 25.00         | \$31.21      | \$780.25           | \$1,078.85         | \$0.00             | \$0.00                       | \$269.56          | \$2,128.66         |
| PBDHR              | Project Engineer        | 54.00         | \$31.21      | \$1,685.34         | \$2,330.31         | \$0.00             | \$0.00                       | \$582.27          | \$4,597.92         |
| PDR/PBDHR          | Senior Struct Mng       | 4.00          | \$62.66      | \$250.64           | \$346.55           | \$0.00             | \$0.00                       | \$86.59           | \$ 683.78          |
| Bridge Plans       | Engineer 1              | 8.00          | \$25.06      | \$200.48           | \$277.20           | \$0.00             | \$0.00                       | \$69.26           | \$ 546.94          |
| Bridge Plans       | Project Engineer        | 24.00         | \$31.21      | \$749.04           | \$1,035.69         | \$0.00             | \$0.00                       | \$258.78          | \$2,043.51         |
| Bridge Plans       | Struct Proj Eng         | 72.00         | \$32.08      | \$2,309.76         | \$3,193.70         | \$0.00             | \$0.00                       | \$798.00          | \$6,301.46         |
| Bridge Plans       | Senior Struct Mng       | 24.00         | \$62.66      | \$1,503.84         | \$2,079.35         | \$0.00             | \$0.00                       | \$519.56          | \$4,102.75         |
| Roadway Plans      | Engineer 1              | 8.00          | \$25.06      | \$200.48           | \$277.20           | \$0.00             | \$0.00                       | \$69.26           | \$ 546.94          |
| Roadway Plans      | Project Engineer        | 88.00         | \$31.21      | \$2,746.48         | \$3,797.55         | \$0.00             | \$160.00                     | \$972.08          | \$7,676.11         |
| Roadway Plans      | Senior Struct Mng       | 8.00          | \$62.66      | \$501.28           | \$693.11           | \$0.00             | \$0.00                       | \$173.18          | \$1,367.57         |
| Admin / Management | Admin Assoc 3           | 4.00          | \$18.03      | \$72.12            | \$99.72            | \$0.00             | \$0.00                       | \$24.91           | \$ 196.75          |
| Admin / Management | Project Engineer        | 6.00          | \$31.21      | \$187.26           | \$258.92           | \$0.00             | \$0.00                       | \$64.69           | \$ 510.87          |
| Field Check        | Project Engineer        | 3.00          | \$31.21      | \$93.63            | \$129.46           | \$0.00             | \$0.00                       | \$32.34           | \$ 255.43          |
| Field Check        | Senior Struct Mng       | 3.00          | \$62.66      | \$187.98           | \$259.91           | \$0.00             | \$0.00                       | \$64.94           | \$ 512.83          |
| Survey             | Project Engineer        | 4.00          | \$31.21      | \$124.84           | \$172.61           | \$13,187.61        | \$0.00                       | \$1,361.89        | \$14,846.95        |
| Foundation Borings | Senior Struct Mng       | 1.00          | \$62.66      | \$62.66            | \$86.63            | \$4,442.00         | \$0.00                       | \$465.84          | \$5,057.13         |
| <b>Totals</b>      |                         | <b>375.00</b> |              | <b>\$12,664.17</b> | <b>\$17,510.64</b> | <b>\$17,629.61</b> | <b>\$ 160.00</b>             | <b>\$6,161.43</b> | <b>\$54,125.85</b> |



## **REVIEW OF CLOSED MINUTES**

### **Coles County Board - Executive Session Minutes - December 1, 2014**

The executive meeting was called to order at 10:20 a.m. by Chairman Stan Metzger

Members present:

Brandon Bell, Paul Daily, Mark Degler, Jan Eads, Dan Lawrence, Brian Marvin, Stan Metzger, Ron Osborne, Nancy Purdy, Cory Sanders, Marc Weber, and Mike Zuhone

Others in attendance:

Sue Rennels, Coles County Clerk, Brian Bower, State's Attorney, and Carol Figgins, Deputy Clerk

Purpose:

Review: Collective Bargaining Agreement with County Board, Sheriff and Teamsters Local #26

Matters discussed

- \* Job protection
- \* Pay raise
- \* County Board to Fund the Agreement

Following the discussion, the committee returned to open session at 10:45 a.m..