

COLES COUNTY BOARD
Regular Meeting
May 8, 2018

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Travis Coffey, Paul Daily, Jan Eads, Brian Marvin, Nancy Purdy, Cory Sanders, Rick Shook, Paul Stranz and Mike Zuhone with Chairman Stan Metzger presiding. Absent was member Mark Degler.

Following the Pledge to the Flag, the Invocation was given by Chairman, Stan Metzger.

APPROVAL OF MINUTES

Motion by Eads, seconded by Zuhone to approve the April 10, 2018, Regular County Board Meeting with the consent of the County Board.

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENT TO THE TELECOMMUNICATION CONSORTIUM

Appointment was made by Metzger to appoint Brian Huston to the Telecommunication Consortium and Tad Freezland as an Alternate with the consent of the County Board.

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENT TO THE LINCOLN FIRE DISTRICT

Appointment was made Metzger to appoint Kent D. Martin and Scott L. Todd to serve on the Lincoln Fire District until May 2021, with the consent of the Coles County Board.

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENT TO THE BOARD OF REVIEW

Motion was made by Stranz, seconded by Coffey to table the appointment of Dan Lawrence to the Board of Review.

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENT TO THE EMERGENCY TELEPHONE 9-1-1 BOARD

Appointment was made by Metzger to appoint Dan Ensign to serve on the Emergency Telephone Systems Board (911) until June 2021, with the consent of the County Board.

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

APPOINTMENT TO THE LINCOLN HERITAGE RC&D

Appointment was made by Metzger to appoint Hank Pauls to serve on the Lincoln Heritage RC&D Board with the consent of the County Board.

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

**RESOLUTION TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH
JOSEPH E. MEYER TO INCREASE MINIMUM AUCTION BID TO \$750.00**

(For a copy of the resolution see pages 3860 - 3861)

Motion by Sanders, seconded by Zuhone

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

RESOLUTION FOR EXTENSION OF THE AUDIT OF THE CIRCUIT CLERK

(For a copy of the resolution see page 3862)

Motion by Marvin, seconded by Bell

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

RESOLUTION RE: COUNTY OFFICERS SALARY

(For a copy of the resolution see page 3863)

Motion by Marvin, seconded by Daily

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

**RESOLUTION TO AWARD - CONTRACT TO AC PAVEMENT
STRIPING ON CH 9**

(For a copy of the resolution see page 3864)

Motion by Zuhone, seconded by Shook

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

**RESOLUTION FOR IMPROVEMENT UNDER THE IL HIGHWAY CODE FOR
MOTOR FUEL TAX FUNDS ON CH 9**

(For a copy of the resolution see page 3865)

Motion by Zuhone, seconded by Coffey

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

**RESOLUTION TO AWARD CONTRACT TO PRECISION PAVEMENT
MARKING, INC ON CH 18**

(For a copy of the resolution see page 3866)

Motion by Zuhone, seconded by Stranz

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

COUNTY BRIDGE FUND PETITION - NORTH OKAW TOWNSHIP

(For a copy of the resolution see pages 3867 - 3869)

Motion by Zuhone, seconded by Coffey

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

**INTERGOVERNMENTAL AGREEMENT FOR A STRUCTURE REPLACEMENT ON
TR 23 IN NORTH OKAW TOWNSHIP**

(For a copy of the resolution see pages 3870 - 3871)

Motion by Zuhone, seconded by Stranz

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

**AGREEMENT WITH UPCHURCH GROUP, INC. FR PRELIMINARY ENGINEERING
SERVICES ON TR 23 IN NORTH OKAW**

(For a copy of the resolution see pages 3872 - 3874)

Motion by Zuhone, seconded by Bell

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

**AGREEMENT WITH E.S.I. CONSULTANTS LTD. FOR PRELIMINARY
ENGINEERING SERVICES IN CH 2 NORTH OF RARDIN**

(For a copy of the resolution see pages 3875 - 3878)

Motion by Zuhone, seconded by Shook

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)

NAYS: None (0)

ABSENT: Degler (1)

APPOINTMENTS

1. One appointment to the Drainage District #12 of Humboldt
2. One appointment to the ETS 9-1-1 Board
3. Board of Review - Tabled

PUBLIC COMMENTS

Public comments were heard from the following regarding the mass appraisals of commercial and industrial properties:

Rex Dukeman	James DiNaso
Rob Perry	Charles Stodden
Tom Donnell	

ADJOURNED

Upon motion by Sanders, seconded by Bell, the Coles County Board was adjourned at 7:51 p.m. with the consent of the County Board..

AYES: Bell, Coffey, Daily, Eads, Marvin, Metzger, Purdy,
Sanders, Shook, Stranz, Zuhone (11)
NAYS: None (0)
ABSENT: Degler (1)

ATTEST:



County Clerk

RESOLUTION NO. _____

WHEREAS, this County Board of Coles County, Illinois, has heretofore entered into a certain written "PROFESSIONAL SERVICE AGREEMENT" with Joseph E. Meyer & Associates, Inc. (or its predecessor) originally dated October 13, 1992 and providing for the creation and administration of a Delinquent Tax Liquidation Program; and

WHEREAS, said Agreement, as extended and amended, remains in full force and effect as of the date hereof, but the costs of conducting said Delinquent Tax Liquidation Program, including costs of obtaining title to tax delinquent properties and conveying such properties through public auctions, have substantially increased; and

WHEREAS, increasing the minimum auction sale bid to \$750.00 per property will serve to defray such increased program costs;

NOW THEREFORE BE IT RESOLVED by the County Board of Coles County, Illinois, that the minimum auction sale bid for properties first offered at public oral or sealed bid auction sales through the Delinquent Tax Liquidation Program shall be, and is hereby, increased to \$750.00 per parcel; and

FURTHER, that the increase in minimum bid hereby effected shall be applied so as to increase by \$100.00, to a total of \$450.00, the minimum fee paid to the said Joseph E. Meyer & Associates, Inc., for its services on account of the sale of any property pursuant to said Agreement, and to increase the proceeds accruing to the Taxing Districts by an additional \$50.00 per property; and

FURTHER, that any properties that are not sold upon first offering may be re-offered at a reduced selling price as may be deemed appropriate by the Treasurer and this County Board; and

FURTHER, that the Chairman of this County Board is hereby authorized to enter into and to subscribe, on behalf of this County Board, the written "ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT" presented to this meeting and providing for the increase in minimum auction sale bid hereby approved and effected, and that all other terms and provisions of the said "PROFESSIONAL SERVICE AGREEMENT", as heretofore amended, shall remain in full force and effect.

APPROVED AND ADOPTED at a regular meeting of the County Board of Coles County, Illinois, this _____ day of _____, A.D., 2018.

County Board Chairman

ATTEST:

County Clerk

ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, entered into by and between the County of Coles, Illinois, hereinafter referred to as "County", and Joseph E. Meyer & Associates, Inc., hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the County and Contractor (or its predecessor) entered into a written instrument entitled "PROFESSIONAL SERVICE AGREEMENT" bearing date of October 13, 1992 (hereinafter referred to as "the Agreement") establishing a Delinquent Tax Liquidation Program, and said Agreement, as heretofore extended and amended, remains in full force and effect between the County and Contractor as of the date hereof; and

WHEREAS, the County and Contractor desire to further amend the Agreement as hereinafter set forth;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and for other good and valuable consideration, the parties agree as follows, to-wit:

1. That the relevant provisions of the Agreement are hereby amended such that:
 - a. The minimum auction sale bid for properties first offered at public oral or sealed bid auction sales through the Delinquent Tax Liquidation Program shall be \$750.00 per parcel; and
 - b. Whenever title to any tax-delinquent property shall be conveyed to a new owner through the Delinquent Tax Liquidation Program Agent shall receive a minimum compensation of FOUR HUNDRED FIFTY DOLLARS (\$450.00) or TWENTY-FIVE PERCENT (25%) of the purchase price, whichever is greater. In event the sale price of any such property is FOUR HUNDRED FIFTY DOLLARS (\$450.00) or less, the Agent shall receive the full sale price as compensation and no additional fee shall be paid on account of the sale of such property:

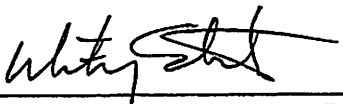
2. All of the terms and provisions of the Agreement, as heretofore amended and extended, and as amended hereby shall remain in full force and effect between the parties hereto.

Agreed, entered and signed this ____ day of _____, A.D., 2018.

The County of Coles, Illinois
A Body Corporate and Politic

By _____
County Board Chairman

Joseph E. Meyer & Associates, Inc.

By 
Whitney Strohmeier, President

ATTEST:

County Clerk

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, 2017 and the audit is due May 31, 2018; 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 _____, 2018.

ATTEST:

_____ Clerk

RESOLUTION TO AWARD

Sections 18-00174-00-RS

WHEREAS, a letting was held at the Coles County Courthouse on April 19, 2018 at the hour of 10:00 A.M. for a cape seal project on County Highway 9 (FAS 1666), and

WHEREAS, said section was advertised in the Mattoon-Charleston and the Mattoon Journal Gazette & Times Courier on April 5 and April 12, 2018; and the State's "Notice to Contractors Bulletin" on April 5 and April 12, 2018, and

WHEREAS, bids were received from 3 qualified contractors, and

WHEREAS, AC Pavement Striping, 695 Church Street, Elgin, IL 60123, submitted the low bid in the amount of \$ 254,643.29 , and

WHEREAS, the engineer's estimate for said section was \$232,308.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to AC Pavement Striping, 695 Church Street, Elgin, IL 60123.

STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 8th day of May 2018.

Sue Rennels, County Clerk (SEAL)



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	18-00174-00-RS

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

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
FAS 1666	4.13	CH 9	Lincoln Highway (FAS1668)	Village of Lerna City Limits

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the placement of a 22.0' wide cape seal of the mainline highway and placement of paint pavement markings.

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

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

I, Sue Rennels County County Clerk in and for said County of Coles in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Coles at a meeting held on May 08, 2018

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 8th day of May, 2018

(SEAL)

Clerk Signature

Approved

Regional Engineer
Department of Transportation

Date

RESOLUTION TO AWARD

Sections 17-00171-00-GM

WHEREAS, a letting was held at the Coles County Courthouse on April 19, 2018 at the hour of 10:00 A.M. for a modified urethane pavement marking project on County Highway 18 (FAS 642), and

WHEREAS, said section was advertised in the Mattoon-Charleston and the Mattoon Journal Gazette & Times Courier on April 5 and April 12, 2018; and the State's "Notice to Contractors Bulletin" on April 5 and April 12, 2018, and

WHEREAS, bids were received from 4 qualified contractors, and

WHEREAS, Precision Pavement Markings, Inc., 955 Grace Street, Elgin IL 60120., submitted the low bid in the amount of \$ 60,560.49 , and

WHEREAS, the engineer's estimate for said section was \$146,780.75.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to Precision Pavement Markings, Inc., 955 Grace Street, Elgin IL 60120.

STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 8th day of May 2018.

Sue Rennels, County Clerk (SEAL)

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. 09-04.2018
3278 Stotler Street
Humboldt, IL 61931 Structure No. 015-3325

Location & Estimate of Costs: See Attached

Work to be performed: Remove damaged segments of four timber pile and replace areas with steel H-pile. Includes all work to dam and pump existing steam while work is completed.

Cost of Project: \$20,000.00

0.02% of Assessed Valuation of City or Township \$ 5,258.00

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 8th day of May, 2018.

Amount Approved for Appropriation
from the County Bridge Fund:

Board Chairman

\$ 10,000.00

Attest: _____
County Clerk



A.J. Walker Construction Co.

General Contractors

OFFICE & WAREHOUSE, 421 S. TWENTY-FIRST ST., P.O. BOX 118, MATTOON, ILLINOIS 61938
PHONE 217-235-5647 FAX 217-235-5939

April 11, 2018

Richard Johnson
Coles County Highway Department
651 Jackson C.H. Room 16
Charleston, IL 91920

RE: Pile Repair at Structure 015-3325 on 1700N Road

Dear Mr. Johnson:

We propose to repair the 4 timber piles as discussed on April 5, 2018 for \$19,975.00
We propose to close the road, put pipe through middle of bridge and dam each end up.
The creek water will go through the pipe and we will pump water out in-between the
dammed area. Repair one piling at a time. See sketch.

Sincerely,

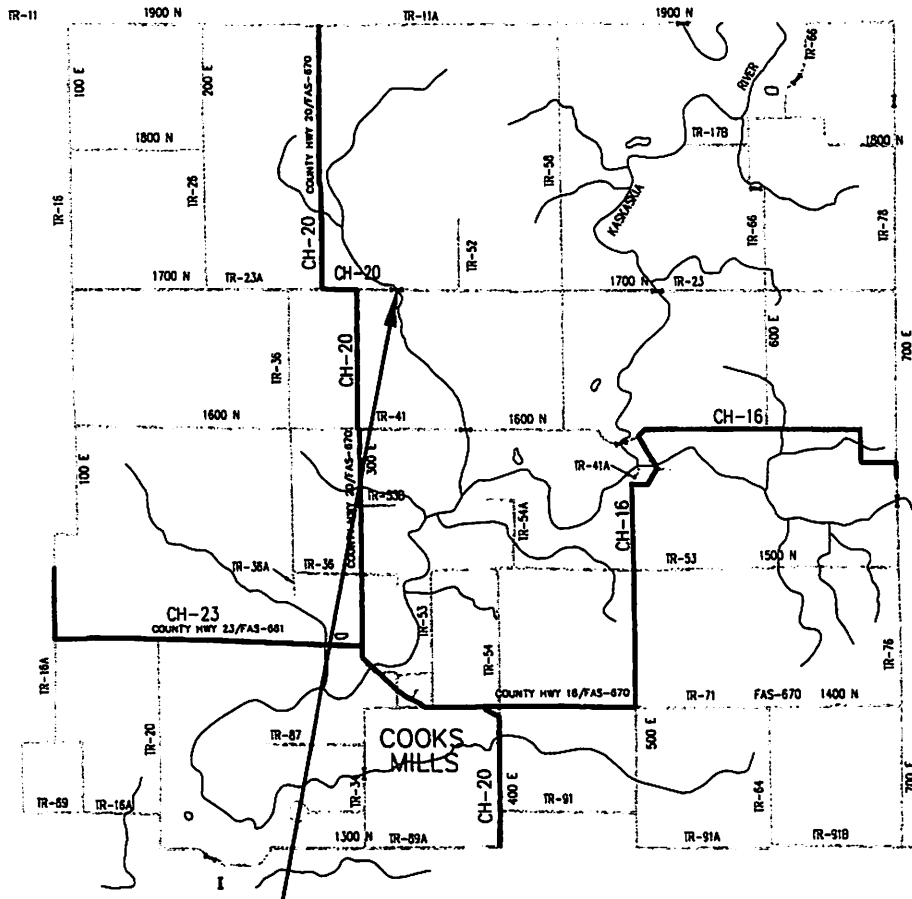
Kurt Haarman
A.J. Walker Construction Co.

If you accept this proposal please sign below.

Coles County

Location Map

North Okaw Township, Coles County
015-3325



Proposed Pile Repairs
TR 23 (1700N)

An Intergovernmental Agreement for

**Structure Replacement Project
Section 18-09124-00-BR
Structure No: 015-3325
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 8th day of May, 2018. 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. North Okaw Township will contribute 10 % of the engineering and construction costs for this project. North Okaw Township will contribute 100% of the right of way costs.
 - b. Coles County will contribute 10 % of the engineering and construction costs for this project.
 - c. Township Bridge Funds will contribute 80% of the engineering and construction costs for this project.
 - d. Coles County will perform all construction engineering and administrative 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;

Date: _____

By: _____
County Engineer

Date: _____

By: _____
County Board Chair

North Okaw Township, Illinois;

Date: 4-10-18

By: Ronnie L. Cole
Township Road Commissioner

Date: 4/10/18

By: Shirley Ann Cott
Township Supervisor



ESI Consultants, Ltd.
Excellence, Service, Integrity

Mr. Rick Johnson, P.E.
County Engineer
Coles County Highway Department
651 Jackson Avenue
Room 16
Charleston, IL 61920

April 19, 2018

Re: Phase I Structure Evaluation for County Highway 2 over Greasy Creek
Section 18-00176-00-BR

Dear Mr. Johnson:

On behalf of ESI Consultants, Ltd. (ESI), we are pleased to submit this proposal for our engineering services. If you find this proposal acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an Agreement between Coles County Highway Department (CLIENT) and ESI Consultants, Ltd. for services on this project.

Understanding of the Project

The CLIENT has requested ESI to evaluate the condition and deck replacement feasibility of an existing structure on County Highway 2 over Greasy Creek. The deck is showing signs of failure and has issues with poor drainage and icing during the winter. The substructure appears to be in good condition. The bridge was built in 1958 on spread footings with an H15 load rating. The bridge roadway width is 24' with a rail to rail width of 26'. Ideally the structure would be a minimum of 28'.

Basic Scope of Services

ESI proposes to address the client's objectives by providing their professional engineering and consulting services as mutually agreed upon and as follows:

1. Survey: To include up to eight (8) cross-sections of Greasy Creek to aid with the scour analysis of the existing structure. Cross-sections will be up to 1000 feet wide and perpendicular to the waterway. Detailed survey of the superstructure and abutments at the upstream and downstream fascia is also included in this task.
2. HEC-RAS river analysis modeling will be used to perform a scour evaluation of the existing structure and determine the existing design HWL. The purpose of this analysis is to determine the stability of the existing abutments, feasibility of the deck replacement option, and to provide IDOT with sufficient data to approve of our design recommendation. A narrative submittal to IDOT will also be provided as part of this task.
3. Evaluation of the existing steel beams and substructure to verify if the new loading standards (HS20) can be met.
4. Development of a Bridge Condition Report for IDOT.

5. Provide the recommendation of repair, deck or full structure replacement.

CLIENT shall:

1. Attend meetings as requested by Engineer.
2. Provide prompt reviews and responses.

Items not included with this contract:

1. Topographic Survey
2. Soil Borings
3. Project Development Report
4. Preliminary Bridge Design and Hydraulic Report
5. Ecological Compliance Assessment Tool
6. Environmental Survey Request

Schedule

ESI shall begin upon the signed receipt of this contract.

Compensation

ESI proposes a lump sum cost of \$6,400.00 to complete items one and two defined in the scope of services above. If it is determined that the structure does not pass the scour evaluation then we shall cease work. If it is determined that scour is not an issue we will then complete the remainder of the scope of services for an additional lump sum of \$6,000.00 for a contract total of \$12,400.00.

ESI will notify the CLIENT and obtain authorization if additional effort and cost above and beyond the estimated scope of this work is encountered.

For items outside of the scope of services and upon written approval from the CLIENT, ESI will bill the CLIENT on the basis of our hourly rates and reimbursable expenses (such as printing, postage, messenger service travel, mileage, and other similar project-related items) as shown in Attachment B.

ESI will bill the CLIENT monthly for engineering services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If the CLIENT objects to any invoice submitted by ESI, the CLIENT shall advise the ESI in writing, providing justification within fourteen (14) days of receipt of such invoice. If no objection is made, the invoice will be considered acceptable. ESI reserves the right to stop work on the project if invoices are overdue by more than thirty (30) days. ESI shall not be liable for damages arising out of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. These financial arrangements are based on the orderly and continuous progress of the Project.

Contents of Agreement

This proposal, Attachment A "General Terms and Conditions" and Attachment B "Staff Billing Rate Schedule – 2018", attached hereto and incorporated therein, represent the entire understanding between the CLIENT and the ESI in respect of the Project and may only be modified in writing

Mr. Rick Johnson, P.E.
Phase I Structure Evaluation - Section 18-00176-00-BR
April 19, 2018
Page 3 of 3

signed by both parties. If this proposal satisfactorily sets forth the CLIENT'S understanding of the arrangement with ESI, please sign the enclosed copy of this letter in the space provided below and return it. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by ESI in writing.


Thank you for requesting ESI Consultants, Ltd. to provide our professional services and we look forward to working with the Coles County.

Sincerely,

ESI CONSULTANTS LTD.



Adam Groves, P.E.
Project Manager



Dave Clark, P.E.
Vice President

ACCEPTED THIS _____ DAY OF _____, 2018

COLES COUNTY HIGHWAY DEPARTMENT


BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

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Municipality Coles County Highway Dept	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name The Upchurch Group, Inc.
Township North Okaw				Address 123 N. 15 th Street
County Coles				City Mattoon
Section 18-09124-00-BR				State IL

THIS AGREEMENT is made and entered into this 8th day of May, 2018 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name County Road 1700N over Tributary to Kaskaskia River

Route TR 23 Length _____ Mi. 1100 FT (Structure No. 015-3325)

Termini 0.3 miles east of CH 20 (300E), North Okaw Township Along North Line of Sec 34 & South Line of Sec 27, T14N, R7E 3rd PM

Description: Bridge Removal, Replacement, and roadway approach work

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. Prepare the Project Development Report when required by the DEPARTMENT.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 4i, 1j, 4k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule.

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	10.00	
First \$50,000	10.00	%
Next \$50,000	7.75	%
Next \$100,00	6.50	%
Next \$200,000	5.60	%
Next \$200,000	5.20	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

c. On the basis of the following compensation formula:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], NOT TO EXCEED \$38,737.89 WITHOUT PRIOR AUTORIZATION OF THE LA.

2. To pay for services stipulated in paragraphs ~~1b, 1e, 1d, 1e, 1f, 1h, 1j & 1k~~ of the ENGINEER AGREES at actual cost of performing such work plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph ~~1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k~~. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
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IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Coles County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

County Board

Clerk

By _____

(Seal)

Title Chairman, Coles County Board

Executed by the ENGINEER:

The Upchurch Group, Inc.

123 North 15th Street

ATTEST:

Mattoon, Illinois, 61920

By *Daniel E. Hallock*

By *Ken S. Selby*

Title President

Title Director of Civil Engineering

Approved

Date
Department of Transportation

Regional Engineer