

COLES COUNTY BOARD
Regular Meeting
February 11, 2020

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Juan Barron, Denise Corray, Paul Daily, John Doty, Jeremy Doughty, Brian Marvin, Stan Metzger, Nancy Purdy, Rick Shook, with Chairman Mike Zuhone presiding. Absent were members Brandon Bell and Travis Coffey.

Invocation was given by Chairman, Mike Zuhone followed by a Moment of Silent Reflection and then the Pledge to the Flag.

APPROVAL OF MINUTES

Motion by Marvin, seconded by Doty to approve the January 14, 2020 County Board Minutes with the consent of the County Board.

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

APPROVAL OF COURTHOUSE ROOF BID

For agreement see pages 4361-4370.

Motion by Barron, seconded by Marvin

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

APPROVAL OF DEDICATED PHONE LINE - ANIMAL CARE CENTER

A dedicated phone line was needed due to the fire and alarm system that was recently installed.

Motion by Purdy, seconded by Barron

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

RES: BORROWING FUNDS

For a copy of the resolution see page 4371.

Motion by Metzger, seconded by Marvin

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

RES: TRANSFER OF FUNDS

For a copy of the resolution see page 4372.

Motion by Metzger, seconded by Shook

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

APPROVAL OF REQUEST LETTER IN SUPPORT OF CHARLESTON TIF

For a copy see page 4373.

Motion was made by Metzger, seconded by Marvin.

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

APPROVAL OF ESI - CONSULTANTS FOR SERVICE

For a copy of proposal see pages: 4374-4379.

Motion was made by Daily, seconded by Doughty

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

APPROVAL OF BILLS - COLES COUNTY

Motion by Marvin, seconded by Barron to approve the payment of the Coles County bills.

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

APPOINTMENTS

None

PUBLIC COMMENTS

Public comments were heard from the following:

Charles Stodden Rex Dukeman Kirk Allen
Les Combs Rob Perry (via phone)

ADJOURNED

Upon motion by Metzger, seconded by Daily, the Coles County Board was adjourned at 7:52 p.m. with the consent of the County Board.

AYES: Barron, Corray, Daily, Doughty,
Doty, Marvin, Metzger, Purdy, Shook, Zuhone (10)
NAYS: None (0)
ABSENT: Bell, Coffey (2)

ATTEST:

_____ County Clerk


AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of October
in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Coles County Board
651 Jackson Avenue
Charleston, IL 61920

and the Contractor:
(Name, legal status, address and other information)

Industrial Services of Illinois, Inc.
717 South 19th Street
Mattoon, IL 61938

for the following Project:
(Name, location and detailed description)

Roof Replacement for Coles County Courthouse
651 Jackson Ave, Charleston, IL 61920

The Architect:
(Name, legal status, address and other information)

Utz + Associates Architects, P.C.
15878 N. 1400th St.
Effingham, IL 62401

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Fifty
the date of commencement of the Work.

(150) calendar days from

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Forty-Three Thousand, Four Hundred Dollars and Zero Cents (\$ 143,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
N/A

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
N/A

Price

Conditions for Acceptance

Init.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
3. That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
5. Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

N/A

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

65

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Monty Walters, Maintenance Supervisor

MWalters@co.coles.il.us

651 Jackson Ave., Room 5, Charleston, IL. 61920

C 217-549-8871

O 217-348-0529

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mike Brand, Project Manager
mike@indsvcs.com
717 South 19th Street, Mattoon IL. 61938
217-234-6487

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
T001	Cover Sheet	09/16/2019
R001	Roof Plan Scope	09/16/2019
R002	Roofing Details	09/16/2019

.6 Specifications

Section	Title	Date	Pages
See Exhibit 1	Specifications	09/16/2019	53

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	October 1, 2019	6
Addendum #2	October 3, 2019	2

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Init.



Supplementary and other Conditions of the Contract:

Document

Title

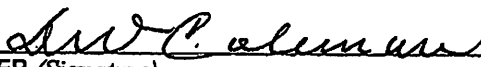
Date

Pages

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

D. W. Coleman, President
(Printed name and title)


CONTRACTOR (Signature)

Mike ZuHone, Coles County Board Chair
(Printed name and title)

State of Illinois)
)
County of Coles)

RESOLUTION TO BORROW FUNDS

BE IT RESOLVED by the County Board of Coles County, Illinois to authorize the County Treasurer to transfer funds from other County Funds to the County General Fund, as a loan, if necessary, until real estate taxes are distributed to the County General Fund; and

BE IT FURTHER RESOLVED by the County Board of Coles County, Illinois to authorize the County Treasurer to issue Anticipation Warrants in an amount necessary to meet the financial responsibilities of the County, if necessary, until real estate taxes are distributed to the County General Fund.

DATED this ___ day of _____, 2020.

ATTEST:

_____ Clerk

State of Illinois)
)
County of Coles)

RESOLUTION RE: TRANSFER OF FUNDS

WHEREAS, it appears that at the close of the fiscal year ending November 30, 2019 there will be a deficit in certain funds and a surplus in certain funds comprising the appropriations commonly called the County General Fund; and

WHEREAS, the Finance Committee recommends that the FY 2019 budget be amended as follows:

Increase line item 001-001-7051-000	Salary-Co Board Secretary	\$4,300
Increase line item 001-001-7596-000	Unbudgeted Emergency Expense	\$3,100
Increase line item 001-014-7148-000	Water-Courthouse & Jail	\$3,000
Increase line item 001-014-7143-000	Fuel & Lights- Jail	\$2,500
Decrease line item 001-005-7590-000	Co Board Contingency Reserve	\$12,900
Increase line item 001-000-4205-000	2019 Project Bond	\$450,000
Increase line item 001-001-7425-000	2019 Project Bond	\$60,500

NOW, THEREFORE BE IT RESOLVED that the County Treasurer be authorized to transfer funds as stated above.

DATED this ____ day of _____, 2020

ATTEST:

Clerk

COLES COUNTY BOARD

COUNTY BOARD OFFICE
3RD FLOOR - COUNTY COURTHOUSE
651 JACKSON, ROOM 326
CHARLESTON, ILLINOIS 61920

(217) 348-0595
Fax: (217) 348-7355
Email: countyboard@co.coles.il.us

Mike ZuHone
Chairman

Brandon Bell
Vice Chairman

February 11, 2020

The Honorable Dale A. Righter
State Senator – 55th District
309M State House
Springfield, IL 62706

The Honorable Chris Miller
State Representative – 110th District
221-N Stratton Office Building
Springfield, IL 62706

Gentlemen:

The Coles County Board is in support of the City of Charleston's request for a second 12-year extension of the City's "Downtown" TIF. We have discussed this request with the City and understand that the extension is needed to accommodate future planning for, and development of, our community.

Mike Zuhone,
Coles County Board Chairman
(TAX CODE 0100 – COUNTY)

Date

Denise Corray
Nancy Purdy

John Doty
Paul Daily

Stan Metzger
Rick Shook

Jeremy Doughty
Travis Coffey

Brian Marvin
Juan Barron



January 22, 2020

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

Re: Harrison Street - Embarras River Bridge Repairs, Section 20-00179-00-BR

Dear Mr. Johnson:

On behalf of ESI Consultants, Ltd., we are pleased to submit this proposal for engineering services associated with the Harrison Street - Embarras River Bridge Repairs. If you find this proposal to be acceptable, the executed copies of this letter, together with the Standard 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. (ESI) (ENGINEER) for services on this project.

Basic Scope of Services

ENGINEER's services will be as follows:

1. Prepare the detailed plans, details, special provisions and estimate of cost for the concrete beam end and joint repairs over the required beam repairs for Structure Number 015-3273 (Harrison Street - Embarras River Bridge).
2. 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, which may be required for the project.
3. Prepare all necessary environmental clearances required for the project.

Deliverables will include two (2) hard sets of construction plans and special provisions and one (1) electronic copy of both.

CLIENT will provide the following:

1. All existing as-built plans for Structure Number 015-3273 (Harrison Street - Embarras River Bridge).
2. All current available bridge inspection reports for the above structure.
3. All pictures depicting the current condition of the above structure.
4. All current measurements available depicting the damaged beam ends.

Schedule

ESI will begin work within thirty (30) days upon receipt of the notice to proceed. All deliverables will be ready for bidding no later than May 31, 2020.

Compensation

CLIENT will pay ENGINEER on an Hourly Basis in accordance with the attached 2008 Standard Billing Rates. Direct Costs associated with the project will be paid by the CLIENT to the ENGINEER at cost plus 10%. Total cost of work and expenses shall not exceed \$10,000.

ENGINEER will bill CLIENT for all additional services not included in the scope of this agreement and for all revisions to the drawings and related documents at your direction per ENGINEER's most current Standard Billing Rates. All meetings with CLIENT or other consultants on the Project and public officials not specified under Basic Scope of Services will be billed as extra work on the basis of said hourly rates.

We will bill you monthly for the engineering services and reimbursable expenses. Payment is to be made within thirty (30) days of receipt of our invoice. If you object to any invoice submitted by us, you shall so advise us in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. These financial arrangements are based on the orderly and continuous progress of the project.

Contents of Agreement

This proposal and the Standard Terms and Conditions and 2008 Standard Billing Rates, attached hereto and incorporated therein, represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

We appreciate the opportunity to present this proposal and look forward to working with you.

Very truly yours,
ESI CONSULTANTS LTD.



David Clark, P.E.
Vice President

ACCEPTED THIS _____ DAY OF _____, 2020

COLES COUNTY HIGHWAY DEPARTMENT

BY: _____

TITLE: _____

N:\PROJECTS\COLES CO HIGHWAY DEPT\EMBARRAS RIVER\OFFICE\PROPOSAL\EMBARRAS RIVER BRIDGE PROPOSAL.DOC

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **Governing Law.** It is acknowledged that all Agreements are deemed to be entered into and executed at the ENGINEER's offices in Crown Point and are governed by, and construed in accordance with, the laws of the State of Indiana.
2. **Rates.** All work performed by ENGINEER staff (inclusive of professional, support, and secretarial staff), unless specified elsewhere in the Agreement, shall be charged at ENGINEER's then applicable standard hourly rates for staff. A copy of current rates is attached to this Agreement.
3. **Terms of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER's statement therefore, the past amounts due ENGINEER will be increased at the rate of 1% per month retroactively from the date of the invoice. ENGINEER may after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. ENGINEER shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. **Client's Responsibilities.** CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER.
 - a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which ENGINEER may use and rely upon in performing services under this Agreement.
 - b. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
 - c. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
5. **Engineer's Responsibilities.** ENGINEER will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. ENGINEER makes no warranty, either expressed or implied, with respect to its services.
 - a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the ENGINEER shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the ENGINEER be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.
 - b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and ENGINEER and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes
6. **Right to Stop Services Due to Payment Delinquency.** ENGINEER reserves the right to stop work specified under the scope of services attached hereto if any progress invoice is more than 30 days outstanding. In such instance, the Client shall retain complete liability for payment of fees and expenses associated with work performed through the date work was stopped. Client holds Engineer harmless of any actions or conditions, or from any penalties or fees, which Client incurs from Engineer stopping work on a project for such non-payment.
7. **Expiration of Proposed Agreement.** Unless otherwise indicated in the Agreement, the proposed Agreement will become null and void at 5:00 p.m., Central Time, 30 calendar days following the date thereof, unless the executed Agreement is returned to ENGINEER prior to that time. However, ENGINEER retains the unilateral right to accept an executed Agreement subsequent to the scheduled expiration date. ENGINEER's acceptance of the Agreement after the expiration date will be signified by its commencement of work included in the scope of services. Should ENGINEER commence an engagement after its receipt of an executed Agreement, but subsequent to the expiration date of that Agreement, the Agreement shall be deemed a contract and shall be fully binding on the Client and on ENGINEER.
8. **Termination.** Subsequent to execution of the Agreement by the Client and its acceptance by ENGINEER, either party may terminate the Agreement without cause upon providing written notice to the other party. Should the Agreement be terminated, written notice must be conveyed via certified mail, and all costs associated with ENGINEER's work rendered to the date of receipt (or mailing, if initiated by

ENGINEER) of the termination notice must be paid in full by the Client, as well as any associated expenses and the expense processing fee plus costs of termination including salaries, overhead, expenses and fee incurred either before or after the date of termination.

9. **Confidentiality of Assignment.** ENGINEER will respect the confidential nature of the assignment and in so doing will use its discretion where specific identification of the project or the Client might be required in obtaining research data. In the course of performing services under this Agreement, Client may disclose to ENGINEER, or ENGINEER may otherwise acquire, confidential or proprietary business or technical information ("Information"). ENGINEER will receive and maintain in confidence all Information and will exercise all reasonable efforts to avoid the disclosure of Information to others. ENGINEER will not use Information for any purpose other than the performance of services for Client.
10. **Use of Reports by Clients/Copyright.** ENGINEER's interim drafts, memoranda, and final reports will not be presented to third parties by the Client except in the form delivered. In no event may any ENGINEER report be used in whole or in part in any public offering or security without the prior written consent of ENGINEER. No abridgment, abstracting, or excerpting of reports may be made for any purpose whatsoever without obtaining the permission of ENGINEER. ENGINEER does not authorize conveyance of, or reference to, all or any part of the contents of its reports to the public through advertising, public relations, news, sales, or other media without prior written consent. The copyright of all reports and documents are held by ENGINEER. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.
11. **Objectivity.** To protect Client, and to assure that ENGINEER's research results, observations and recommendations will continue to be accepted as objective and impartial, it is expressly understood and agreed that ENGINEER's fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given in the draft and/or final reports.

ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER signing any such certification.

12. **Excusable Delays.** ENGINEER shall not be in default of its obligations under the Agreement if such failure arises out of causes beyond its control and without the fault or negligence of ENGINEER. Such causes may include, but are not restricted or limited to, acts of God, acts of any government, fires, floods electrical brownouts, strikes, or unusually severe weather. Other circumstances creating excusable delays include, but are not limited to, delivery of a corresponding retainer fee, delivery of an executed Agreement without corresponding delivery of data required for ENGINEER to perform its services (as specified in the Agreement or in attachments thereto), changes in the scope of services requested by the Client before or after execution of the Agreement and/or the commencement of work, Client initiation of changes in a development plan or project after work has commenced by ENGINEER, or any other delay prompted by an action on the part of the Client.

Any delays associated with delivery of the specified product due to a Client's tardiness in providing ENGINEER with data it needs to complete the engagement shall not be deemed a breach of the Agreement by ENGINEER. Should a Client change the scope of services, any deadline date or cost maximum specified in the Agreement will be changed accordingly. This may be done by ENGINEER verbally or in writing. Any excusable delay caused by a change in the scope of services or a change in the development plan or program will cause an increase in ENGINEER's fee. Any increase will be billed on an hourly plus expenses basis in addition to the fee cited in the Agreement

13. **Limitation of Liability** CLIENT and ENGINEER have discussed the risks, rewards, and benefits of the project and the ENGINEER's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total fees associated with this agreement or \$100,000, whichever is less. Such causes include but are not limited to the ENGINEER's negligence, errors, omissions, strict liability, or breach of contract. CLIENT agrees, as a part of its contract with its client to limit the liability of both CLIENT and ENGINEER in the same manner as above.
14. **Indemnification.**
 - a. ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by ENGINEER's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.
 - b. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

- c. Any claim pursuant to this Agreement must be in writing, must set forth the facts upon which is based, and must be received by ENGINEER within two (2) years of the completion of the Services provided under the applicable Task Order.
 - d. Notwithstanding to the contrary, ENGINEER shall not be liable for:
 - (i) damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, and telephone cables) or any existing subterranean conditions, or the consequences of such damage or injury, if such structures or conditions were known or should have been known to Client and were not shown, or were incorrectly shown, on plans furnished by Client to Consultant in connection with the Services or otherwise disclosed to ENGINEER;
 - (ii) any of Client's business losses or consequential damages, except as covered by insurance policy in effect pursuant to this agreement hereto;
 - (iii) any claim or demand against Client by any third party except as covered by the applicable insurance policies in effect pursuant to this agreement hereof; or
 - (iv) damages resulting from cessation of services under this agreement
15. **Compliance with Law.** Sub-consultant shall review laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to the Subconsultant's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project.
16. **Subcontracts.** ENGINEER may not assign this agreement without written notification and approval from CLIENT, such approval not be unreasonably withheld. ENGINEER may, subcontract work to be performed hereunder, provided ENGINEER remains liable under this Agreement for all acts, errors, and omissions of such subcontractor, and agrees to indemnification for such acts, errors and omissions. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.
17. **Waiver.**
- a. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.
 - b. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.
18. **Severability.** If any provision, phrase or other portion of this Agreement should be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination should become final, such provision, phrase, or other portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions hereof enforceable; and, provided that the severing of any such provision will not materially change the substance of this Agreement. As so amended, this Agreement shall be enforced to the fullest extent possible to give effect to the intention of the parties expressed herein.
19. **Facsimile Transmissions.** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.
20. **Other Matters.** Should any requests or disputes arise that requires ENGINEER's services beyond the scope of services provided for in the Agreement and for which the Client gives prior approval to perform, the Client agrees to pay ENGINEER for staff time at ENGINEER's standard billing rates plus expenses, unless prior agreement has been reached between ENGINEER and the Client. Neither ENGINEER nor any employee shall be required to give testimony or attend meetings of any type (unless specified in the agreement) without prior arrangement as to fee, whether subpoenaed by the client or any other group.

END

2019 STANDARD BILLING RATES (DRAFT)

ESI CONSULTANTS, LTD. STAFF BILLING RATE SCHEDULE (Central Illinois)

(Rates effective April 1, 2019 through December 31, 2019)

Description	Hourly Rate
President / Principal	\$250.00
Vice President / Director	\$210.00
Senior Manager / Senior Consultant	\$190.00
Senior Structural Project Manager	\$198.00
Senior Project Manager	\$185.00
Structural Project Manager	\$175.00
Project Manager / Project Manager Consultant	\$155.00
Senior Resident Engineer	\$160.00
Senior Structural Project Engineer	\$155.00
Project Engineer 2 / Resident Engineer 2	\$135.00
Structural Project Engineer	\$135.00
Project Engineer 1 / Resident Engineer 1	\$125.00
Engineer 3	\$110.00
Engineer 2	\$105.00
Engineer 1	\$98.00
Senior Technician 2	\$125.00
Senior Technician 1	\$105.00
Resident Technician / Senior Technician	\$110.00
Technician 3	\$95.00
Technician 2	\$80.00
Technician 1 / Engineering Intern	\$65.00
Sr. Admin. Management Consultant	\$190.00
Administrative Associate 3	\$80.00
Administrative Associate 2	\$70.00
Administrative Associate 1	\$53.00
Administrative Clerk 1	\$40.00

Note: - Time is charged portal to portal

All direct expenses are calculated using a factor of 1.10.

Travel expenses are based upon the current State Mileage Reimbursement Rates.

2019 Standard Billing Rates
Charleston • Naperville • Chicago



ESI Consultants, Ltd.
Excellence. Service. Integrity