

COLES COUNTY BOARD
Regular Meeting
November 14, 2023

The regular meeting of the Coles County Board was called to order at 7:05 p.m. with the following members present, Bob Bennett, Denise Corray, John Doty, Tad Freezeland, Gail Mason, Nancy Purdy, Rick Shook, and Michael Watts, with Chairman Darrell Cox Presiding. Absent was members Mike Clayton, Jeremy Doughty and Andrew McDevitt.

PUBLIC COMMENT

Charles Stodden James Dinso Nicholas Dale Kevin Gaither

APPROVAL OF MINUTES - SEPTEMBER 12, 2023

Motion by Corray, seconded by Shook

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

CONTRACT AWARD TO KONE FOR ELEVATOR UPGRADES

For a copy of the contract see pages 6085 - 6107

Motion by Bennett, seconded by Purdy

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

AMEREN AGREEMENT FOR EMPLOYEE PARKING LOT

No paperwork to attach.

Motion by Bennett, seconded by Freezeland

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

Amended 12-12-2023

RESOLUTION RE: PUBLIC DEFENDER FUND TO AMEND FY 2023 BUDGET

For a copy of the resolution see page 6108

Motion by Watts, seconded by Shook

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

RES: APPROPRIATE FUNDS - 2024 ENGINEER SALARY AND EXPENSES

For a copy of resolution see pages 6109 - 6110

Upon motion by Doty, seconded by Bennett

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

**AGREEMENT FOR COUNTY ENGINEER'S SALARY
DEPARTMENT OF TRANSPORTATION**

For a copy of agreement see pages 6111 - 6113

Upon motion by Doty, seconded by Shook

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

RESOLUTION: 2024 COUNTY MOTOR FUEL TAX MAINTENANCE PROGRAM

For a copy of resolution see page 6114

Upon motion by Doty, seconded by Freezeland

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

**RES: AGREEMENT WITH UPCHURCH GROUP
HUTTON TOWNSHIP TR-239 SECTION 23-05137-00-BR**

For a copy of the agreement see pages 6115 - 6123

Upon motion by Doty, seconded by Shook

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

APPROVAL OF BILLS- COLES COUNTY

Motion by Bennett, seconded by Doty to approve the payment of the Coles County bills with the approval of the County Board.

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

ANNOUNCEMENT OF APPOINTMENTS

One

ADJOURNED

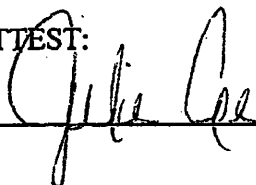
Upon motion by Doty, seconded by Freezeland, the Coles County Board was adjourned at 7:57 p.m. with the consent of the County Board.

AYES: Bennett, Corray, Doty, Freezeland, Mason, Purdy, Shook, Watts, Cox (9)

NAYS: None (0)

ABSENT: Clayton, Doughty, McDevitt (3)

ATTEST:



County Clerk



10/20/2023

KONE Inc.
Elevators & Escalators

6106 West Plank Road
Peoria, IL, 61604
Mobile +1 3096485312
Work (309) 697-9011
james.mies@kone.com
www.kone.us

Dear Steve Simpson,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of \$332,366.00 (excl. tax):

Coles County Courthouse – North Elevator
651 Jackson Avenue
Charleston, IL 61920

Coles County Jail – Only Elevator
701 7th Street
Charleston, IL 61920

- This proposal is based on 2024 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 5 weeks per unit.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Jim Mies
KONE Inc.
Senior Modernization Sales Executive



Your solution

Equipment # 20007131 / H010170 / North Elevator
Address 651 Jackson Avenue, Charleston, IL 61920
Rated load 1500 lbs
Rated speed 125 fpm
Travel height 29 ft 11 in
Number of floors 3 floors / 3 front openings / 0 rear opening

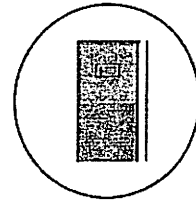
Equipment # 20007135 / H010169 / Jail Elevator
Address 701 7th Street, Charleston, IL 61920
Rated load 2500 lbs
Rated speed 125 fpm
Travel height 11 ft 3.5 in
Number of floors 2 floors / 2 front openings / 0 rear opening



Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.



A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

KONE 24/7 Emergency Video Communications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. The following is included for the duration of the warranty maintenance period:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center

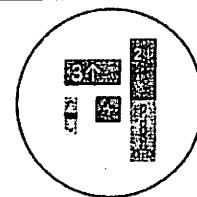
Sufficient AT&T cellular connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications. For elevators with 60' (18m) of travel or more, a data connection next to the remote communication panel and a windows-based computer (PC) capable of running the latest version of Google Chrome internet browser is required to be provided by others.

The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

Fixtures

Custom Fixtures

New signalization shall be provided.



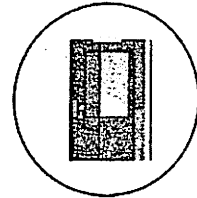


Car

Cab Interiors

New cab interiors shall be provided with new wall panels, ceilings, lighting systems, handrails and reveals.

Minimum cab interior weight must not exceed 5 % of the current listed weight of the combined cab and safety plank. Total car weight / 5 % = weight that can be added.



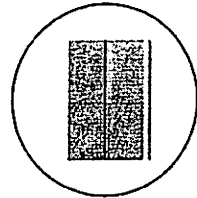
Doors

Door Panels

New hoistway door panels shall be provided. The new doors shall be UL fire rated 1 1/2 hour.

KONE ReNova Door Operator

A KONE ReNova closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.



Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car door. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.



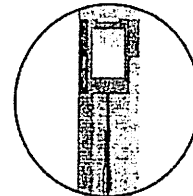
Hydraulic equipment

Field Pipe & Accessories

New field pipe shut-off valves shall be provided as required.

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.



Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.

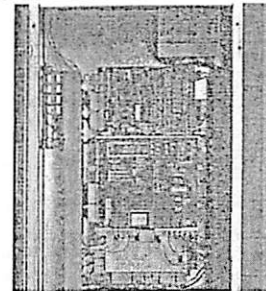


Solution details

Elevator 20007131 (Courthouse North Elevator) / Solution 1

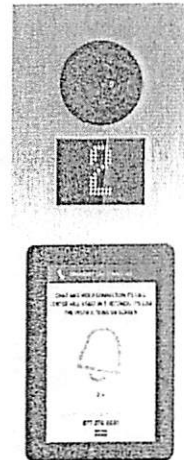
Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	3
Code year	2019
Speed [FPM]	125
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	208
Type of power unit	Submersible
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	20
Motor Starts per Hour	80 Standard
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Positive Pressure Switch	Yes





Product name	KONE 24/7 Emergency Video Communications
Number of floors served	3
Qty of COPs	1
24/7 Emergency Communications	24/7 Emergency Communications shall be provided.



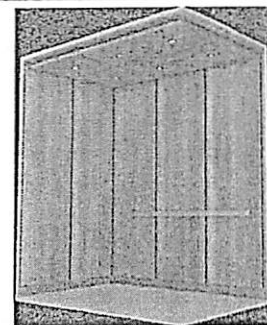
Fixtures

Product name	Custom Fixtures
Number of floors served	3
Capacity [LBS]	1500
Qty of COPs	1
Qty of new hall stations	3
Qty of new hall lantern/position indicator combos	3
Qty of hoistway access switches	2

Car

Product name	Cab Interior
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Number of floors served	3
Extent of cab modernization	A new wall panel system will be provided by means of a Vertical Panel Assembly with standard 7 wall panels constructed of 1/2" fire rated particle board and faced with desired Wilsonart standard PLAM. Panels are backed with code compliant backer and banded in black PVC edge banding. A new ceiling will be provided with a ceiling frame constructed of 1.5" x 1.5" x .125" of brushed aluminum "T" material and with drop-in panels that are constructed of 14-gauge stainless steel #4 material. A new lighting system will be provided that includes 6 round LED down lights (Temp:3000K, 4 watt LED output produces 269 lumens). A new handrail will be provided on the back wall with SS #4 finish 2.00" wide x 3/8" solid flat bar and returned ends. All reveals will be stainless steel # 4 finish and a new stainless steel # 4 finish return shall be provided.





Doors

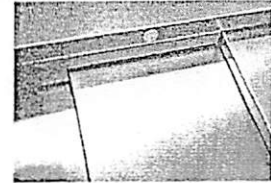
Product name Door Panels

Number of floors served 3

Car panel finishing material New car door panels shall be provided. The new doors shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.

Door type Two speed side opening.

Hatch panel finishing material New hatch door panels shall be provided. The new doors shall be UL fire rated 1 ½ hour. Finish will be baked enamel.



Product name KONE ReNova Door Operator

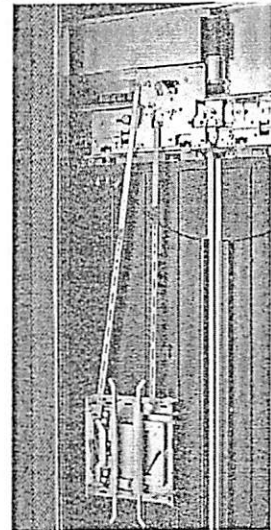
Number of floors served 3

NEMA rating (HW) Hoistway rating is NEMA 1.

Door type Two speed side opening.

Door package type KONE ReNova M3 door package includes a new door operator, restrictive clutch, car and hoistway door track, car gate switch, car and hoistway hangers, car and hoistway door panel adapters, hoistway door interlocks and closers, and hoistway pick up rollers.

Hatch headers New hatch headers will be provided for the specified number of openings.



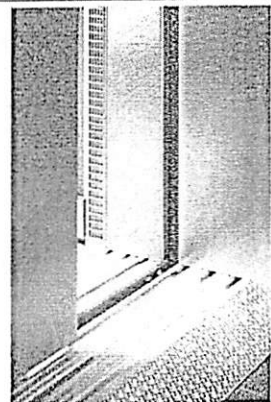
Product name Curtain of Light

Number of floors served 3

Code year 2019

NEMA rating (HW) Hoistway rating is NEMA 1.

Type of curtain of light This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.





Hydraulic equipment

Product name	Field Pipe & Accessories
Capacity [LBS]	1500
Speed [FPM]	125
Field Pipe Length (In)	240
Field Pipe Size	2"
Mainline Shutoff Valves	A manual safety valve will be supplied in the oil line at the jack unit (pit) designed to shut off the flow of oil from the cylinder and bring the car to rest in case the car attains excessive down speed.

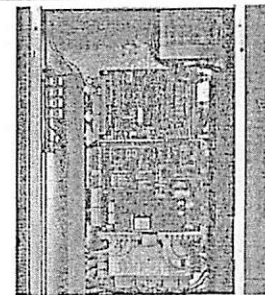
Product name	Power Unit
Capacity [LBS]	1500
Speed [FPM]	125
Type of power unit	Submersible
New motor size (hp)	20
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Positive Pressure Switch	Yes
Qty Jacks per Car	1



Elevator 20007135 (Jail Elevator) / Solution 1

Electrification

Product name	KONE HydroMod DX
Elevator group size	Simplex
Number of floors served	2
Code year	2019
Speed [FPM]	125
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	208
Type of power unit	Submersible
Emergency power	Emergency power operation has been included.
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Qty of hall call lockout switches	2
Traveling cables	Existing traveling cables will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Remote Elevator Control	Provisions will be included to ensure the existing remote elevator control that is currently in use will be functional in the same means. Note: KONE will not be able to support malfunctions of the customer remote elevator control system.





Product name KONE 24/7 Emergency Video Communications

Number of floors served 2

Qty of COPs 1

24/7 Emergency Communications 24/7 Emergency Communications shall be provided.



Fixtures

Product name Custom Fixtures

Number of floors served 2

Capacity [LBS] 2500

Card reader provisions Controller will be equipped with card reader interface logic.

Qty of COPs 1

Qty of new hall stations 2

Qty of hall call lockout switches 2

Qty of car direction lanterns 1

Qty of hoistway access switches 2



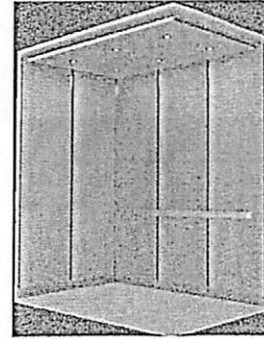
Car

Product name Cab Interior

Number of floors served 2

Extent of cab modernization

A new wall panel system will be provided by means of a Vertical Panel Assembly with standard 7 wall panels constructed of 1/2" fire rated particle board and faced with desired Wilsonart standard PLAM. Panels are backed with code compliant backer and banded in black PVC edge banding. A new island ceiling will be provided which will be constructed of .125" of aluminum substrate and faced with 18-gauge # 4 stainless steel material. A new lighting system will be provided that includes 6 round LED down lights (Temp:3000K, 4 watt LED output produces 269 lumens). New handrails will be provided on the back and side walls with SS #4 finish 2.00" wide x 3/8" solid flat bar and returned ends. All reveals will be stainless steel # 4 finish and vertical edges will be turned down on each panel to increase durability.



Doors

Product name Door Panels

Number of floors served 2

Car panel finishing material

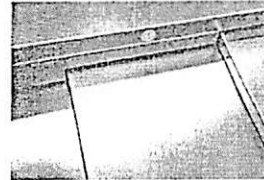
New car door panels shall be provided. The new doors shall be UL fire rated 1 1/2 hour. Finish will be #4 stainless steel.

Door type

Single speed center opening.

Hatch panel finishing material

New hatch door panels shall be provided. The new doors shall be UL fire rated 1 1/2 hour. Finish will be #4 stainless steel.



Product name KONE ReNova Door Operator

Number of floors served 2

NEMA rating (HW)

Hoistway rating is NEMA 1.

Door type

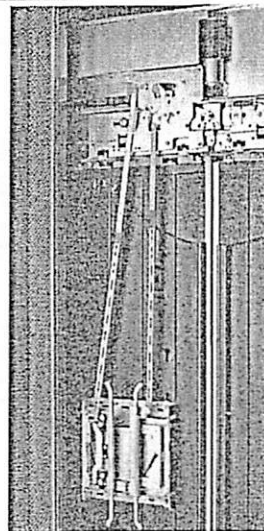
Single speed center opening.

Door package type

KONE ReNova M3 door package includes a new door operator, restrictive clutch, car and hoistway door track, car gate switch, car and hoistway hangers, car and hoistway door panel adapters, hoistway door interlocks and closers, and hoistway pick up rollers.

Hatch headers

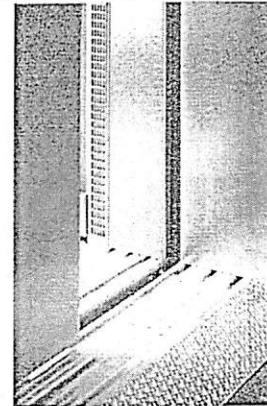
New hatch headers will be provided for the specified number of openings.





Product name **Curtain of Light**

Number of floors served	2
Code year	2019
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Hydraulic equipment

Product name **Field Pipe & Accessories**

Capacity [LBS]	2500
Speed [FPM]	125
Field Pipe Length (in)	240
Field Pipe Size	2"
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.

Product name **Power Unit**

Capacity [LBS]	2500
Speed [FPM]	125
Type of power unit	Submersible
New motor size (hp)	30
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger
Qty Jacks per Car	1



Commercial Offer

Project notes	Pricing does not include any work required by other trades.
Handover date	Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 19 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.
Downtime period	5 weeks per unit
Warranty/maintenance	Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary.

Pricing

Equipment	Fixtures	Car	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator North: Solution 1	•	•	•	•	•	\$ 145,588.15
Elevator Jail: Solution 1	•	•	•	•	•	\$ 186,777.85
Total Sales Price, net excluding TAX						\$ 332,366.00



Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

Services included

KONE 24/7 Connected Services

KONE 24/7 Connected Services is a round-the-clock diagnostics service that gathers data on your equipment's condition. We analyze this data and use it to make intelligent and proactive decisions on how to solve any potential problems – even before they occur. KONE 24/7 Connected Services helps you to optimize the lifetime value of your assets from day one and gives you peace of mind by keeping you fully informed about the condition of your equipment and any maintenance activities we carry out.



KONE 24/7 Emergency Video Communications

KONE 24/7 Emergency Video Communications service, which includes a wireless phone line and monitoring by the KONE Customer Care Center, will be provided during this maintenance period.



KONE Care - Emergency Phone Monitoring

Phone monitoring by the KONE Customer Care Center during the maintenance period.



KONE Care - Wireless Phone Provider Service

A wireless phone line will be provided during the maintenance period.





Tender Approval

KONE
Jim Mies
6106 West Plank Road
Peoria, IL, 61604
james.mies@kone.com

Owner/Representative
Steve Simpson
Coles County
651 Jackson Avenue
Charleston, IL 61920

Submitted by:

Jim Mies

Jim Mies
Senior Modernization Sales Executive
10/20/2023

We accept the offer constituted by this proposal (total sales price of \$332,366.00) and agree to the conditions contained therein.

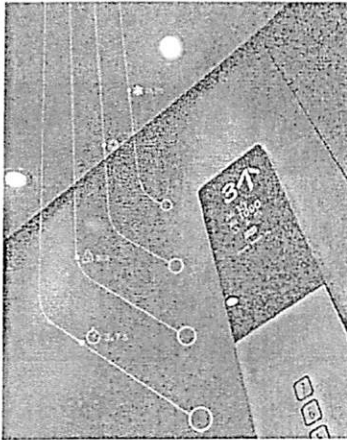
Approved by Customer

Printed name:
Title:
Company name:
Date:



Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
[kone.us/connected](https://www.kone.us/connected)



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the "Proposal").

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter ("Equipment"), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE's letter specifying the ship date ("Ship Date Letter") signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE's scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements ("Site Requirements"), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE's materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE's site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE's site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless from claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others ("Work by Other Trades") that may be required in conjunction with the elevator modernization performed by KONE (the "Work"). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE's Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator's disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7'-0".
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4".
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42" above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12" of each sprinkler head.



5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
- If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

State of Illinois)
)ss.
County of Coles)

**RESOLUTION RE: PUBLIC DEFENDER FUND
TO AMEND FY 2023 BUDGET**

WHEREAS, The State of Illinois has appropriated funds to the Public Defender Fund which authorizes spending only for purposes of the Public Defender; and

WHEREAS, The Coles County Public Defender's Office was awarded the following sum from the State of Illinois:

Public Defender Fund- \$102,390.00; and

WHEREAS, The Coles County Treasurer created a separate account for the deposit of these funds; and

WHEREAS, it is necessary to add revenue expenditure line items to the Budget for the Public Defender; and

NOW, THEREFORE BE IT RESOLVED that the County Board shall add a revenue line item 001-000-4037-000 to the Budget in the amount of \$102,390.00.

NOW, THEREFORE BE IT RESOLVED that the County Board shall add an expense line item 001-028-7050-000 in the amount of \$2,700.00 from which salaries of noncontractual employees can be drawn.

NOW, THEREFORE BE IT RESOLVED that the County Board shall add an expense line item 001-028-7052-000 in the amount of \$327.00 for fringe benefits representing \$206.00 for FICA and \$121.00 for IMRF.

NOW, THEREFORE BE IT RESOLVED that the County Board shall add an expense line item 001-028-7199-000 in the amount of \$3,500.00 from which salaries of contractual employees can be drawn.

DATED this _____ day of _____, 2023.

ATTEST:

Clerk

County Board Chairman



Illinois Department of Transportation

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

Resolution No Section No 24-00000-00-CS STP Section No

WHEREAS, the County Board of Coles County has adopted a resolution establishing the salary of the County Engineer to be 103% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Coles County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Coles County Board that there is hereby appropriated the sum of One hundred twenty-seven thousand nine hundred twenty-six and 00/100 Dollars (\$127,926.00) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from 01/01/24 to 12/31/24 and, Fund beginning date ending date

BE IT FURTHER RESOLVED, that the Coles County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty-three thousand nine hundred sixty-three and 00/100 Dollars (\$63,963.00) of Federal Surface Transportation Program funds allocated to Coles County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Coles County Board that there is hereby appropriated the sum of Three thousand five hundred and 00/100 Dollars (\$3,500.00) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer's expenses from 01/01/24 to 12/31/24 and, Fund beginning date ending date

I Julie Coe County Clerk in and for said County of Coles in the State of Illinois, and Name of Clerk County
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 the County Board of Coles at a meeting held on 11/14/23 .
County date

I certify that the correct TIN/FEIN number for Coles County is 376000640 Legal Status: Governmental.
County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ Month, Year .

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

Omer Osman, P.E.
Secretary of Transportation Signature & Date

BY:
George A. Tapas, P.E., S.E.
Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

LPA NAME		Section No	STP Section No
<input type="text" value="Coles"/>	County	<input type="text" value="24-00000-00-CS"/>	<input type="text"/>
For IDOT Use Only			
Dates of the existing agreement between IDOT and County		<input type="text" value="Beginning"/>	to <input type="text" value="Ending"/>
Dates of the new agreement between IDOT and County		<input type="text" value="Beginning"/>	to <input type="text" value="Ending"/>



Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Local Roads & Streets
2300 South Dirksen Parkway / Room 205 / Springfield, Illinois / 62764

October 27, 2023

Mr. Aaron Metzger, President
Illinois Association of County Engineers
928 South Spring Street
Springfield, Illinois 62704

Dear Mr. Metzger:

Enclosed are the 2024 minimum recommended salaries for the county engineers' salary program, effective January 1, 2024. The minimum recommended salaries of the county engineers are established by a ranking system designed to represent the magnitude of the responsibilities to maintain the county highway system and does not factor years of experience or other personal factors of the respective County Engineer.

In accordance with the agreement memorialized on October 25, 2021 between IDOT and IACE, the salaries have been increased two percent (2%) along with county re-ranking.

The data used in the ranking criteria is the most recently available, including the 2020 U.S. Census usage for the population figures for counties.

The joint-county state agreement (BLR 09220) and the annual county board resolution (BLR 09221) are available through the IDOT website and should be used for the county engineers' salaries.

Thank you for your interest in the Illinois transportation system. If you have any questions or need additional information, please contact Holly Primm, Local Planning & Programming Manager at (217) 782-1662.

Please share this information with your members.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Tapas', written over a circular stamp.

George A. Tapas, PE, SE
Engineer of Local Roads and Streets

GThp

Attachment

**CY 2024 County Engineer Minimum Recommended Salaries
Re-Ranked with 2% Salary Increase**

2024 RANK	COUNTY	2024 Salary 2% Increase
1	Cook	
2	DuPage	
3	Lake	
4	Kane	157,400
5	Will	156,300
6	Winnebago	154,800
7	McHenry	149,600
8	McLean	148,400
9	St. Clair	146,200
10	Peoria	144,000
11	Sangamon	143,800
12	LaSalle	143,200
13	Madison	137,300
14	Kankakee	136,800
15	Champaign	136,400
16	Williamson	135,600
17	Tazewell	135,000
18	Rock Island	134,700
19	Macon	134,500
20	DeKalb	134,100
20	Ogle	134,100
22	Adams	133,600
23	Kendall	132,300
24	Whiteside	131,600
25	Knox	131,300
26	Grundy	130,100
27	Stephenson	128,500
28	Vermilion	128,100
29	Livingston	127,700
29	Macoupin	127,700
31	Henry	127,100
32	Lee	126,600
33	Iroquois	126,100
34	Boone	125,500
34	Jackson	125,500
36	Bureau	125,000
37	Jefferson	124,800
38	Coles	124,200
39	Marion	123,800
40	Woodford	123,500
41	Fulton	123,100
42	Clinton	122,600
42	Effingham	122,600
44	Christian	121,700
45	Morgan	120,000
46	Montgomery	119,600
47	Franklin	119,400
48	JoDaviess	119,200
49	Monroe	119,000
50	Shelby	118,800
51	Randolph	118,100

2024 RANK	COUNTY	2024 Salary 2% Increase
52	McDonough	117,800
53	Perry	117,300
54	Logan	116,600
55	Crawford	115,100
56	Union	114,900
57	Fayette	113,400
58	Hancock	113,200
59	Warren	112,600
60	Wayne	112,300
61	Jersey	111,900
62	Saline	111,700
63	Douglas	111,600
64	Clark	111,500
65	Edgar	109,500
66	Mercer	109,300
67	Pike	109,000
68	Massac	108,200
69	Washington	107,900
70	White	107,700
71	Carroll	107,400
72	Platt	107,300
73	Bond	107,200
74	Johnson	107,100
75	Richland	106,900
76	DeWitt	105,800
77	Jasper	105,000
78	Lawrence	103,800
79	Mason	103,700
80	Clay	103,600
80	Ford	103,600
82	Menard	103,200
83	Calhoun	103,000
84	Marshall	101,700
85	Greene	101,100
86	Moultrie	100,400
87	Pope	100,300
88	Hamilton	99,800
89	Alexander	99,300
90	Pulaski	98,900
91	Cass	97,400
92	Wabash	93,900
93	Hardin	93,700
94	Cumberland	93,600
95	Henderson	93,200
96	Schuyler	93,100
97	Stark	92,200
98	Edwards	91,700
99	Putnam	90,900
100	Brown	89,900
101	Gallatin	89,500
102	Scott	87,600



Illinois Department of Transportation

Agreement for County Engineer's Salary

This agreement, by and between the DEPARTMENT OF TRANSPORTATION, State of Illinois, hereinafter called the DEPARTMENT, and the COUNTY OF Coles , of the State of Illinois, hereinafter called the COUNTY,
Name of County

WHEREAS, the COUNTY has elected to use the Illinois Department of Transportation's recommended salary schedule to determine the County Engineer's annual salary and has agreed that the minimum salary shall be at least ninety-five (95) percent of the recommended salary;

WHEREAS, the COUNTY desires to transfer Federal Surface Transportation Program Funds to the DEPARTMENT in return for State funds to be used by the COUNTY to pay a portion of the County Engineer's salary, an amount not to exceed fifty (50) percent of the County Engineer's annual salary;

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

THE COUNTY AGREES:

1. That it will provide the DEPARTMENT with a resolution passed by the County Board authorizing the transfer of the COUNTY's Federal Surface Transportation Program Funds to the State for an equal amount of State Funds.
2. That it will deposit the State Funds in the County's Motor Fuel Tax account.
3. That an annual resolution appropriating funds for the payment of the County Engineer's annual salary shall be submitted to the DEPARTMENT along with the resolution authorizing the amount of Federal Surface Transportation Program funds to be transferred.
4. That it will maintain, for a minimum of 3 years after the completion of the agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the agreement; that the agreement and all books, records and supporting documents related to the agreement shall be available for review by the DEPARTMENT and/or Auditor General and that it will 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 DEPARTMENT for recover of funds paid by the DEPARTMENT under the agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

THE DEPARTMENT AGREES:

1. That it will accept the COUNTY's Federal Surface Transportation Program funds and make an equal amount of State funds available to the COUNTY for deposit in the County's Motor Fuel Tax account.
2. That payment of that State Funds to the COUNTY will be made each year upon receipt of the COUNTY's resolution transferring their Federal Surface Transportation Program funds and appropriating their Motor Fuel Tax or other funds for payment of their County Engineer's salary.

IT IS MUTUALLY AGREED:

1. That this agreement shall remain in full force and effect for a period of six years from the date of execution unless terminated by either party upon 30 days written notification by either party. The agreement may be temporarily suspended during any period that COUNTY does not have sufficient Federal Surface Transportation Program funds available to be transferred.
2. That the 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 purpose contemplated herein.

Executed by the COUNTY this 14 day of November, 2023, Coles County, State of Illinois,
Day Month, Year County

acting by and through its County Board.

BY: Chairperson of the County Board Signature & Date

Typed Name of Chairperson

Darrell Cox

Executed by the DEPARTMENT this _____ day of _____, _____
Day Month, Year

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Omer Osman, P.E.
Secretary of Transportation Signature & Date

BY:
George A. Tapas, P.E., S.E.
Engineer of Local Roads & Streets Signature & Date



District	County	Resolution Number	Resolution Type	Section Number
7	Coles		Original	24-00000-00-GM

BE IT RESOLVED, by the Board of the County of Coles County Governing Body Type Local Public Agency Type Illinois that there is hereby appropriated the sum of Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 12/01/23 to 11/30/24 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Coles County Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 Julie Coe County Clerk In and for said County Name of Clerk Local Public Agency Type Local Public Agency Type of Coles County Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Coles County at a meeting held on 11/14/23 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of November, 2023 Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Using Federal Funds? Yes No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency <input type="text" value="Coles County"/>	County <input type="text" value="Coles"/>	Section Number <input type="text" value="23-05137-00-BR"/>	Job Number <input type="text"/>
Project Number <input type="text"/>	Contact Name <input type="text" value="Rick Johnson"/>	Phone Number <input type="text" value="(217) 348-0528"/>	Email <input type="text" value="rjohnson@co.coles.il.us"/>

SECTION PROVISIONS

Local Street/Road Name <input type="text" value="County Road 330N"/>	Key Route <input type="text" value="TR 239"/>	Length <input type="text" value="0.01"/>	Structure Number <input type="text" value="015-3147"/>
Location Termini <input type="text" value="500' each side of the existing structure"/>			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description

Engineering Funding MFT/TBP State Other
 Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name <input type="text" value="The Upchurch Group, Inc."/>	Contact Name <input type="text" value="Stan Fearday"/>	Phone Number <input type="text" value="(217) 235-3177"/>	Email <input type="text" value="sfearday@upchurchgroup.com"/>
Address <input type="text" value="123 N. 15th Street"/>	City <input type="text" value="Mattoon"/>	State <input type="text" value="IL"/>	Zip Code <input type="text" value="61938"/>

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA 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.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. 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 US Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
8. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. 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 DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly 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 in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

THE LPA AGREES

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

- 4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent A sum of money equal to _____ percent of the awarded contract cost of the proposed improvements as approved by the DEPARTMENT
Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).
Specific Rate _____ (Maximum Fee \$150,000)
Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

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

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA 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 LPA 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. 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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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.
 - (f) are not presently indicated 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 and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 (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 to maintain 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, 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 LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT 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.

AGREEMENT SUMMARY		
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
The Upchurch Group, Inc.	01-0714868	\$59,506.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$59,506.00
Total for all work		\$59,506.00

AGREEMENT SIGNATURES

Executed by the LPA:

	Local Public Agency Type	Local Public Agency
Attest	The <input type="text" value="County"/> of	<input type="text" value="Coles County"/>
By (Signature & Date)	<input type="text"/>	By (Signature & Date)
<input type="text"/>		<input type="text"/>
Local Public Agency	Local Public Agency Type	Title
<input type="text" value="Coles County"/>	<input type="text" value="County"/> Clerk	<input type="text"/>

(SEAL)

Executed by the ENGINEER:

	Prime Consultant (Firm) Name
Attest:	<input type="text" value="The Upchurch Group, Inc."/>
By (Signature & Date)	By (Signature & Date)
<input type="text" value="Steve Selvey 10/17/23"/>	<input type="text" value="Dan Heubner 10/17/23"/>
Title	Title
<input type="text" value="Director of Civil Engineering"/>	<input type="text" value="President"/>

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Coles County	The Upchurch Group, Inc.	Coles	23-05137-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Complete survey of stream and roadway necessary for the preparation of detailed structure and roadway plans. Determine existing ROW limits. Provide benchmarks and horizontal control points within the project limits to be used during construction.

Complete stream and flood plan hydraulic surveys and gather high water data and flood histories for the preparation of hydraulic studies and detailed structure plans.

Make or cause to be made subsurface investigations including soil borings and analysis thereof as may be required to furnish sufficient data for the design of the proposed improvements.

Prepare preliminary structure design and hydraulic report and high water effects on roadway overflows and structural approaches.

Submit an Environmental Survey Request to IDOT for the purpose of obtaining environmental clearances. Work with IDOT to provide them with additional information.

Prepare Army Corp of Engineers permit as per guidelines, assumption this project qualifies under the Nationwide / Regional Permit program, if individual permit is required additional scope will be required.

Provide coordination with applicable utilities.

Complete Project Developmental Report and Bridge Condition Report and submit to IDOT for approval.

Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish Coles County with electronic pdf of plans, special provisions, proposals, and estimates.

Develop a structural model and load rating using AASHTOWare software; prepare the Structural Load Rating summary (BBS 2942) and submit to the IDOT Local Bridge unit for approval.

Assist the local agency with review of structural shop drawings submitted by the contractor.

Complete QA/QC throughout the project

*** In addition to the above, if ROW acquisition is required and authorized by Coles County, The Upchurch Group will complete the following for an additional \$8,400. Provide land surveying services to locate section lines, property lines, and set monumentation. Plats and legal descriptions will also be provided. ***

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Coles County	The Upchurch Group, Inc.	Coles	23-05137-00-BR

EXHIBIT B
PROJECT SCHEDULE

Project Startup - January 2024
Survey - January / February 2024
Pre-Final PS&E - January 2025
Final PS&E - March 2025
Letting - June 2025
Construction - Summer / Fall 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Coles County	The Upchurch Group, Inc.	Coles	23-05137-00-BR

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>