

COLES COUNTY BOARD
Regular Meeting
December 10, 2024

The regular meeting of the Coles County Board was called to order at 6:00 p.m. with the following members present, Bob Bennett, Mike Clayton, Denise Corray, Jeremy Doughty, Tad Freezeland, Gail Mason, Nancy Purdy, Tom Royal, Rick Shook, Michael Watts with Chairman Darrell Cox presiding. Absent was John Doty.

Invocation was given by Jeremy Doughty
Moment of Silent Reflection
Pledge to the Flag

PUBLIC COMMENT

Charles Stodden James Dinaso Rob Perry Les Combs

APPROVAL OF MINUTES

Motion by Doughty, seconded by Freezeland to approve the following County Board Minutes

October 8, 2024
Re-convened October 8/ November 12, 2024
November 12, 2024

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Purdy, Shook, Watts (9)
NAYS: None (0)
ABSENT: Doty (1)
ABSTAIN: Mason, Royal (2)

**PURCHASE OF LAND FROM COLES COUNTY ON AGING FROM
DIAL-A-RIDE FOR GARAGE EXPANSION**

For a copy of the LETTER OF JUST COMPENSATION see pages 6696-6698

Motion by Bennett, second by Purdy

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

RESOLUTION – STATE’S ATTORNEYS APPELLATE PROSECUTOR

For a copy see page 6699

Motion by Clayton, seconded by Watts

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

**RESOLUTION AUTHORIZING MULTIMEDIA COORDINATOR FOR THE COUNTY
ANIMAL FACILITY**

For a copy of the Resolution and Contract see pages 6700-6701

Motion by Watts, Second by Purdy

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Purdy,
Royal, Shook, Watts (10)
NAYS: None (0)
ABSENT: Doty (1)
ABSTAIN: Mason (1)

**RESOLUTION FOR MAINTENANCE HIGHWAY
SECTION 25-00000-00-GM \$800,000.00
MOTOR TAX FUEL**

For a copy see page 6702

Motion by Bennett, seconded by Shook

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

**INTERGOVERNMENTAL AGREEMENT
STRUCTURE NO: 015-3288
SECTION 24-08125-00-BR
TR-17A (1800N) IN MORGAN TOWNSHIP**

For a copy see pages 6703 - 6704

Motion by Bennett, seconded by Corray

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

**AGREEMENT/UPCHURCH
BEAM REPLACEMENT
COLES COUNTY/MORGAN TOWNSHIP
TR 17 A (1800N) STRUCTURE 015-3288 SECTION 24-08125-00-BR**

For a copy see pages 6705 - 6708

Motion by Bennett, seconded by Freezeland

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

**AGREEMENT/UPCHURCH
BEAM REPLACEMENT & BACK WALL REHABILITATION
STRUCTURE 015-3215 SECTION 24-00199-00-BR**

For a copy see pages 6709 - 6712

Motion by Bennett, seconded by Corray

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

**AGREEMENT WITH CHASTIAN & ASSOCIATES
PLACEMENT ON TR-22 (200E) PARADISE TWSP**

For a copy see pages 6713 - 6722

Motion by Bennett, seconded by Shook

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

**APPROVAL OF CONTRACT WITH GUNLOH
CONSTRUCTION FOR JAIL REMODEL**

For a copy see pages 6723 - 6730

Motion by Bennett, seconded by Clayton

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Watts (10)
NAYS: Shook (1)
ABSENT: Doty (1)

APPROVAL OF BILLS - COLES COUNTY

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

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

ANNOUNCEMENT OF APPOINTMENTS

None

ADJOURNED

Upon motion by Freezeland, seconded by Doughty, the Coles County Board was adjourned at 7:01 p.m. with the consent of the County Board.

AYES: Bennett, Clayton, Corray, Cox, Doughty, Freezeland, Mason, Purdy,
Royal, Shook, Watts (11)
NAYS: None (0)
ABSENT: Doty (1)

_____ County Clerk

LETTER OF JUST COMPENSATION

COLES COUNTY COUNCIL ON AGING
11021 E CO RD 800 N
CHARLESTON, IL 61920

Mr. Dangrell Frazier
Bureau of Transit Capital
Illinois Department of Transportation
Office of Intermodal Project Implementation
69 W. Washington Street, Suite 2100
Chicago, IL 60602-3134

Re: A portion of Coles County Parcel 06-0-00353-000 consisting of 1.84 acres
Commonly known as: 11021 E County Rd 800 N, Charleston, IL
Owner: Coles County Council on Aging

Dear Mr. Frazier:

It is the understanding of the Board of Coles County Council on Aging that the County of Coles has applied for Rebuild Illinois Capital Grant 22-1187-ILL funds to assist in the purchase/development of property to be purchased from the Coles County Council on Aging. This transaction is a purchase of property. No property has been taken or acquired by eminent domain.

As and for affirmation of just compensation, Coles County Council on Aging hereby certifies having full knowledge of the benefits involved and have been offered and accepted just compensation in the amount of the appraised value of the portion of Parcel 06-0-00353-000 consisting of 1.84 acres to be purchased by Coles County in the amount of FORTY THOUSAND DOLLARS (\$40,000).

Seller, Coles County Council on Aging

By: _____
KIM EDWARDS, Executive Director

DATE

Witnesses:

DIRECTOR

DIRECTOR

Space for Recorder

Plat of Survey

Description of Property Surveyed

Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Eleven (11), Township Twelve (12) North, Range Eight (8) East of the Third Principal Meridian, Coles County, Illinois being more particularly described as follows: commencing at the Southeast Corner of the Southeast Quarter (SE ¼) of Section Eleven (11), Township Twelve (12) North, Range Eight (8) East of the Third Principal Meridian; thence along the east line of said Southeast Quarter (SE ¼) azimuth 00 degrees 05 minutes 48 seconds a distance of 658.65 feet to the point of beginning; thence azimuth 268 degrees 04 minutes 52 seconds a distance of 501.92 feet; thence azimuth 178 degrees 24 minutes 06 seconds a distance of 193.44 feet; thence azimuth 268 degrees 04 minutes 52 seconds a distance of 210.00 feet; thence azimuth 358 degrees 24 minutes 06 seconds a distance of 223.44 feet; thence azimuth 88 degrees 04 minutes 52 seconds a distance of 712.81 feet; thence azimuth 180 degrees 05 minutes 48 seconds a distance of 30.02 feet to the point of beginning, situated in Coles County, Illinois and containing 1.423 acres more or less.

Surveyor notes:

1. Field work completed on September 30, 2024
2. No subsurface exploration was made.
3. No search was made for easements, vacations or dedications.
4. Bearings based on previous local surveys.
5. This plat is a true representation of a survey completed by me or under my direction.
6. This service conforms to the current Illinois Minimum Standards of Practice applicable to Boundary Surveys.

Note:

The property described in this survey is part of Parcel 06-0-00353-000 as identified by the Assessor of Coles County.

Part of the SE ¼, SE ¼,
Section 11, T12N, R8E,
3rd P.M., Coles County,
Illinois

Dated this 2ND day of OCTOBER 20 24

David C. Rankin
Illinois Professional Land Surveyor No. 3355
License Expires 11-30-2024



RANKIN LAND SURVEYING

2412 Prairie Avenue - Mattoon, IL 61938 - 217.460.0825
Illinois Professional Design Firm No. 184.007891-0008

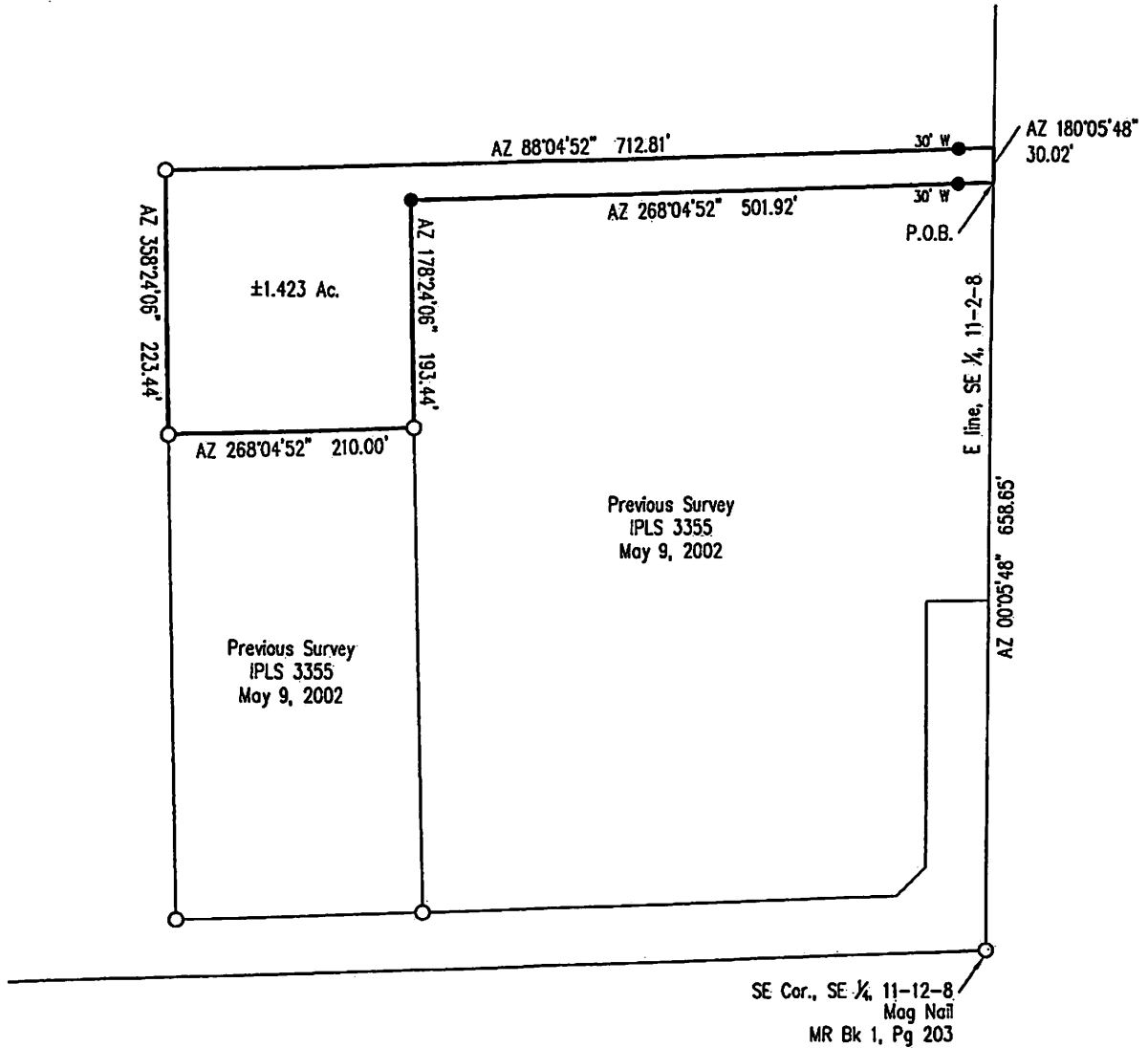
Survey Completed at the request of:
Coles County Regional Planning

RLS File No. 213315424
Sheet 1 of 2

Plat of Survey



Scale 1" = 150'



Legend

- Survey Marker Found
- Iron Pin set w/IPLS cap #3355
- Boundary of Property Surveyed
- (0.00' r) Record measurement

RANKIN LAND SURVEYING

2412 Prairie Avenue - Mattoon, IL 61938 - 217.460.0825
 Illinois Professional Design Firm No. 184.007891-0008

Survey Completed at the request of:
Coles County Regional Planning

RLS File No. 213315424
 Sheet 2 of 2

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Coles County Board, in regular session, this ____ day of _____, 20__ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney, prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Coles County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2024 and ending November 30, 2025, by hereby appropriating the sum of \$21,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

**Passed and adopted by the County Board of Coles County, Illinois, this
_____ day of _____ 20_____.**

Chairman _____

**ATTEST: _____
County Clerk**

COUNTY OF COLES
**RESOLUTION AUTHORIZING MULTIMEDIA COORDINATOR FOR THE COLES
COUNTY ANIMAL CONTROL FACILITY**

WHEREAS, the County of Coles adopted an ordinance February 13, 1974, to provide for the care, protection and control of animals in Coles County; and

WHEREAS, the Coles County Animal Control Facility has created and maintains a Facebook Page and utilizes websites or other social media and public media for purposes of seeking donations, informing the public of services, and informing the public of animals available for adoption; and

WHEREAS, it is within the power of the County Board pursuant to 510 ILCS 5/3 to enter into contracts or agreements with persons to assist in the operation of animal shelter programs; and

WHEREAS, it is beneficial to the County of Coles that a Multimedia Coordinator be utilized in promoting the programs and operations of the Coles County Animal Control Facility including attendance at scheduled events and the transporting of animals to promotional events.

NOW THEREFORE, BE IT RESOLVED by the Coles County Board, that:

A Multimedia Coordinator may, at the discretion of the Administrator and the Animal Control Warden, be utilized in promoting the programs and operations of the Coles County Animal Control Facility with costs and expenses being allocated by the County Board to the Coles County Animal Control Facility budget.

BE IT FURTHER RESOLVED that the County Board Chairman shall, without further action of the County Board and upon the recommendation, advice, and consent of the Administrator or his Animal Control Warden, appoint and contract with a person suitable to act as Multimedia Coordinator at the rate as budgeted. Said position to include maintaining or creating and utilizing social media, websites, and various public media forums to promote programs, seek donations, inform the public of services, and promote animals available for adoption. The multimedia coordinator shall attend scheduled events and provide transportation of animals to and from promotional events using vehicles assigned to the Coles County Animal Control Facility. This position is designated as contractual.

AYES _____ NAYS _____ ABSENT _____ ABSTENTIONS _____
Approved this _____ day of _____, 2024

ATTEST:

CHAIRMAN

Secretary

**CONTRACT FOR MULTIMEDIA COORDINATOR FOR THE
COLES COUNTY ANIMAL CONTROL FACILITY**

THIS AGREEMENT made and entered into this ____ day of _____, 202____, by and between the County of Coles, Illinois, (County) and TAYLOR BENNETT, WITNESSETH:

WHEREAS, the County of Coles has resolved to utilize the services of a Multimedia Coordinator (MC) for the purposes of assisting in the promotion of programs and operations of the Coles County Animal Control Facility; and

WHEREAS, the Administrator and Animal Control Warden have recommended TAYLOR BENNETT to act in the capacity of Multimedia Coordinator; and

WHEREAS, the County Board has budgeted for such position as set forth in the Coles County Animal Control Facility budget.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. The term of this agreement shall begin on the ____ day of _____, 202____ and continue through the ____ day of _____, 202____ with renewal available at the discretion of the Administrator and Animal Control Warden and within County budgetary constraints.

2. That Taylor Bennett shall provide multimedia coordination including Facebook postings and photographs of animals available for adoption, website advertising and program promotions, utilization of other social media and public media forums for purposes of seeking donations, informing the public of services, promoting programs, and informing the public of animals available for adoption. This position will include attendance at promotional events. Vehicles assigned to the Coles County Animal Control Facility may be utilized for the transporting of animals to promotional events. (A valid Driver's License is required).

3. The Multimedia Coordinator (MC) shall be a contractual employee receiving \$300.00 per week paid semi-monthly. MC shall receive a 1099 Miscellaneous Income form at the end of the year for tax filing purposes.

4. The MC shall answer directly to the Administrator and Animal Control Warden and is anticipated to devote between 10 to 20 hours per week.

5. This contract may be terminated at any time at the discretion of either the Administrator/Animal Control Warden or Taylor Bennett with 3 days oral or written notice.

IN WITNESS WHEREOF, County and Taylor Bennett have hereunto affixed their hands and seals on the date first above written.

County of Coles, Illinois

TAYLOR BENNETT, Multimedia Coordinator

DARRELL COX, Chairman

TAYLOR BENNETT



District	County	Resolution Number	Resolution Type	Section Number
7	Coles		Original	25-00000-00-GM

BE IT RESOLVED, by the Board of the County of Coles Illinois that there is hereby appropriated the sum of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 12/01/24 to 11/30/25.

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 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 of Coles 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 at a meeting held on 12/10/24.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day of December, 2024.

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

An Intergovernmental Agreement for

**Structure No.: 015-3288
Section 24-08125-00-BR
TR-17A (1800N) in Morgan Township**

THIS AGREEMENT is entered into between the County of Coles, Illinois and the Township of Morgan, in Coles County, Illinois on the 10th day of December 2024. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County and Morgan Township find it to be in the public's best interest to rehabilitate structure number 015-3288 on TR-13A (1800N) in Morgan Township.

B. Powers:

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

C. Rights and Responsibilities:

- 1. The cost for the construction and other expenses of said project will be divided accordingly:
 - a. Morgan Township will contribute 50% of the preliminary engineering costs and up to 10% of the construction costs of the project.**
 - b. Coles County will contribute 50% of the preliminary engineering costs and up to 10% of the construction costs of the project.**
 - c. The Township Bridge Program (TBP) funds will contribute up to 100% of the construction costs for this project.**
 - d. Coles County will perform all administrative and construction engineering duties required for this project.****
- 2. The parties hereby agree to take any official action necessary to accomplish their respective obligations, as set forth in this Agreement.**
- 3. This writing constitutes the entire agreement of the parties and no other representations related to this Agreement, written or oral, prior to or concurrent with this writing, shall have any effect.**

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

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

Coles County, Illinois;

Date: _____

By: _____
County Engineer

Date: _____

By: _____
County Board Chair

Morgan Township, Illinois;

Date: 11/14/24

By: Ronald Hays
Township Road Commissioner

Date: 11/14/24

By: Donna Hays
Township Clerk

Professional Services Proposal / Agreement

Date Thursday, November 14, 2024

Client Coles County Highway Department
651 Jackson Ave
Charleston, IL 61920

Consultant The Upchurch Group, Inc.
123 N. 15th Street
Mattoon, Illinois 61938

Project Beam Replacement
Coles County / Morgan Township
TR 17 A (1800N)
Structure No. 015-3288
Section: 24-08125-00-BR

Project Summary. The Consultant proposes to provide professional engineering & land surveying services related to replacing one outside beam on a three-span box beam bridge (Structure No. 015-3288) located on TR 17 A approximately 2 miles northeast of Rardin, Coles County.

Scope of Work – The Consultant proposes to provide the civil engineering & land surveying expertise necessary for assisting Coles County in replacing the outside beam on the bridge outlined above. This work will include replacement of a single beam on the bridge, and replacement of the bridge rail in accordance with current standards.

Services shall include:

- Review of existing site conditions.
- Field verification of the as-built plan dimensions.
- Structural design of proposed box beam to be installed.
- Cost Estimate

Contract Documents will be prepared for the work as follows:

- Cover sheet
- Summary of Quantities sheet
- General Notes & Typical Section sheet
- Site Demolition / Existing Conditions clearly showing the features existing on site that are to remain and those structures that are to be removed.
- Site Layout Plan sheet showing the beam to be replaced as well as any bridge railing repairs and pavement replacement.
- Detail of proposed box beam to be installed.
- Project Manual including contract documents, general requirements, and job specifications.
- Construction phase services will be limited to shop drawing review.

Work not included. The Consultant's work shall not include any of the following:

- Bidding Services
- Environmental Permits (No permits are anticipated to be required.)
- Quantity Takeoff
- Construction Services except as outlined above.
- All Fees related to obtaining necessary permits.

However, the Consultant stands ready, willing and able to provide such additional services, if requested by the Owner.

Owner's Responsibilities. The Owner agrees to facilitate the Consultant's work by providing the following:

1. Return a fully executed copy of this Agreement within 30 days of the date which appears above or as extended by mutual agreement.
2. Provide reasonable access to the proposed job site and necessary permission from the owner for the purpose of obtaining field measurements and other data to be used by the Consultant in his work.

Fee Calculation. The Consultant proposes to perform the Work for the following stipulated sums:

Survey	\$ 1,500.00
Design of Beam Replacement	\$ 2,500.00
Preparation of Construction Documents	\$ 10,000.00
Bidding Services – NOT INCLUDED	\$ 0.00
Construction Phase Services	\$ 500.00
<u>Total Fee for All Services</u>	<u>\$ 14,500.00</u>

Deliverables will include a digital copy of all documents in PDF format. Additional copies of the drawings are available at the cost of reproduction.

A. Payments to Consultant. An invoice will be submitted monthly until completion of the work. The Client shall notify the Consultant within 10 calendar days of receiving an invoice if any reason exists why the invoice can't or won't be paid within 30 days of receiving said invoice. Invoices unpaid for longer than 30 days shall accrue late fees at the rate of one and one-half percent per month (annual percentage rate = 18).

Schedule. The Consultant agrees to provide services in a timely manner, consistent with professional care and in accordance with the following:

- Complete work in a timely manner, excluding delays for Owner review.

In evidence of this Agreement

Representing *The Upchurch Group, Inc.:*

Representing Coles County



Signature

Stanley J Fearday, PE

Printed Name

Director of Civil Engineering

Title

November 14, 2024

Date

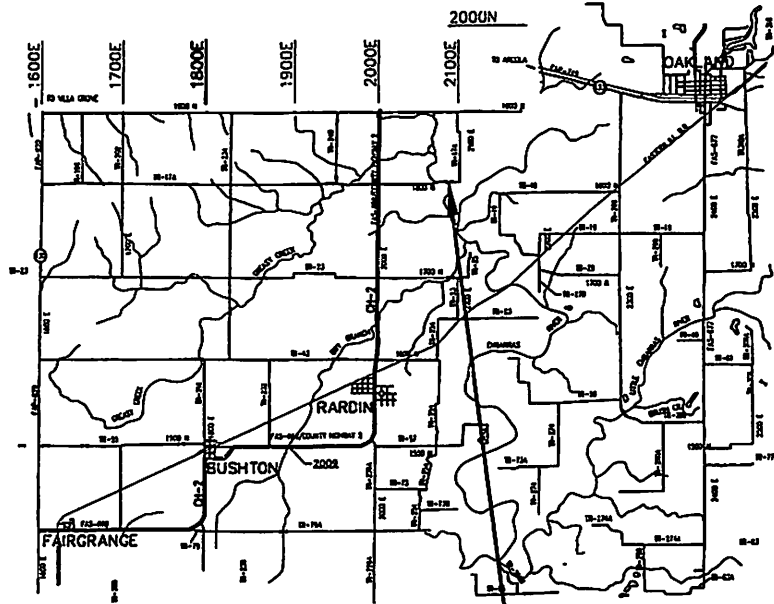
Signature

Printed Name

Title

Date

Location Map
Morgan Township
TR-17A(1800N)
24-08125-00-BR



Beam Replacement
TR-17A(1800N)
Structure No. 015-3288

Professional Services Proposal / Agreement

Date Thursday, November 14, 2024

Client Coles County Highway Department
651 Jackson Ave
Charleston, IL 61920

Consultant The Upchurch Group, Inc.
123 N. 15th Street
Mattoon, Illinois 61938

Project Beam Replacement & Back Wall Rehabilitation
Coles County
Structure No. 015-3215
Section: 24-00199-00-BR

Project Summary. The Consultant proposes to provide professional engineering & land surveying services related to replacing one outside beam and replacing the wooden timbers on the abutments & wingwalls on a three-span box beam bridge located on CH 11 approximately 2.3 W of Etna, Coles County. The bridge is in Paradise township, Structure No. 015-3215.

Scope of Work – The Consultant proposes to provide the civil engineering & land surveying expertise necessary for assisting Coles County in replacing the outside beam and wooden timbers on the bridge outlined above. This work will include the replacement of a single beam, replacement of wooden timbers, replacement of the wearing surface if required, and replacement of the bridge rail in accordance with current standards.

Services shall include:

- Review of existing site conditions.
- Field verification of the as-built plan dimensions.
- Structural design of proposed box beam to be installed.
- Structural design of the replacement of the wooden abutments and wingwalls.
- Cost Estimate

Contract Documents will be prepared for the work as follows:

- Cover sheet
- Summary of Quantities sheet
- General Notes & Typical Section sheet
- Site Demolition / Existing Conditions clearly showing the features existing on site that are to remain and those structures that are to be removed.
- Site Layout Plan sheet showing the beam to be replaced as well as any bridge railing repairs and pavement replacement.
- Detail of proposed box beam to be installed.

- Detail of proposed abutment and wingwall upgrades.
- Project Manual including contract documents, general requirements, and job specifications.
- Construction phase services will be limited to shop drawing review.

Work not included. The Consultant's work shall not include any of the following:

- Bidding Services
- Environmental Permits (No permits are anticipated to be required.)
- Quantity Takeoff
- Construction Services except as outlined above.
- All Fees related to obtaining necessary permits.

However, the Consultant stands ready, willing and able to provide such additional services, if requested by the Owner.

Owner's Responsibilities. The Owner agrees to facilitate the Consultant's work by providing the following:

1. Return a fully executed copy of this Agreement within 30 days of the date which appears above or as extended by mutual agreement.
2. Provide reasonable access to the proposed job site and necessary permission from the owner for the purpose of obtaining field measurements and other data to be used by the Consultant in his work.

Fee Calculation. The Consultant proposes to perform the Work for the following stipulated sums:

Survey	\$ 1,500.00
Design of Beam Replacement	\$ 2,500.00
Preparation of Construction Documents	\$ 20,000.00
Bidding Services – NOT INCLUDED	\$ 0.00
Construction Phase Services	\$ 500.00
<u>Total Fee for All Services</u>	<u>\$ 24,500.00</u>

Deliverables will include a digital copy of all documents in PDF format. Additional copies of the drawings are available at the cost of reproduction.

A. Payments to Consultant. An invoice will be submitted monthly until completion of the work. The Client shall notify the Consultant within 10 calendar days of receiving an invoice if any reason exists why the invoice can't or won't be paid within 30 days of receiving said invoice. Invoices unpaid for longer than 30 days shall accrue late fees at the rate of one and one-half percent per month (annual percentage rate = 18).

Schedule. The Consultant agrees to provide services in a timely manner, consistent with professional care and in accordance with the following:

- Complete work in a timely manner, excluding delays for Owner review.

In evidence of this Agreement

Representing *The Upchurch Group, Inc.:*

Representing Coles County



Signature

Stanley J Fearday, PE

Printed Name

Director of Civil Engineering

Title

November 14, 2024

Date

Signature

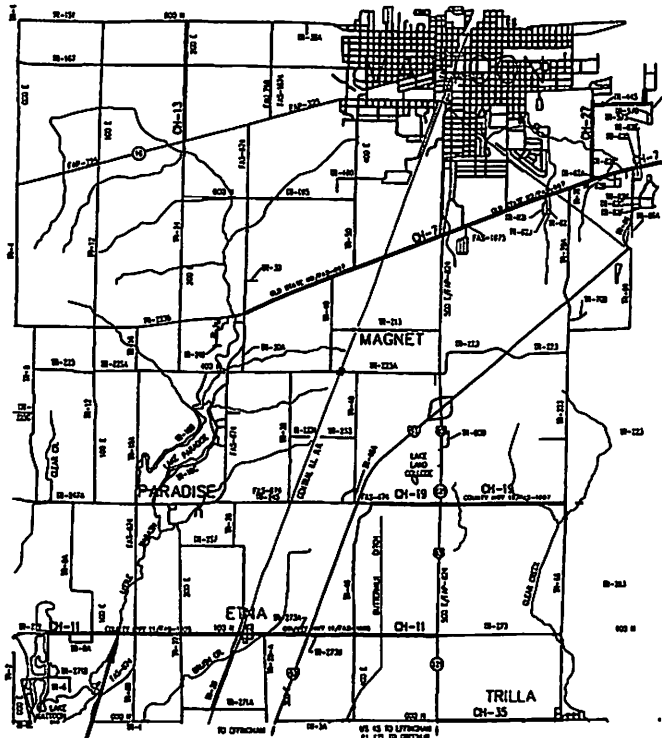
Printed Name

Title

Date

Location Map

Coles County
CH-11 (100N)
24-00199-00-BR



**Proposed Beam Replacement & Backwall Repairs
Etna Road
Structure No. 015-3215**



Using Federal Funds? Yes No Agreement For Agreement Type

LOCAL PUBLIC AGENCY

Local Public Agency Coles County Highway Department	County Coles	Section Number 24-10117-00-BR	Job Number
Project Number 	Contact Name Rick Johnson, P.E.	Phone Number (217) 348-0527	Email rjohnson@co.coles.il.us

SECTION PROVISIONS

Local Street/Road Name TR 22	Key Route 	Length .01	Structure Number 015-5014
Location Termini 1mi southwest of Etna			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description
Replacement of the existing double cell 10' culvert with single span PPC Deck beam bridge and associated roadway improvements.

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 Chastain & Associates LLC	Contact Name Jeremy Buening	Phone Number (217) 422-8544	Email jbuening@chastainengineers.com
Address 5 North Country Club Road	City Decatur	State IL	Zip Code 62521

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)
- _____
- _____
- _____

I. 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).

II. 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

Lump Sum

Specific Rate \$67,800.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

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
Chastain & Associates LLC	37-0714576	\$67,800.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$67,800.00
Total for all work		\$67,800.00

AGREEMENT SIGNATURES

Executed by the LPA:

The **County** of **Coles County Highway Department**

By (Signature & Date)
[Signature Box]

By (Signature & Date)
[Signature Box]

Local Public Agency: **Coles County Highway Dep**
Local Public Agency Type: **County**
Clerk

Title
[Title Box]

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name
Chastain & Associates LLC

By (Signature & Date)
Jeremy Buening Digitally signed by Jeremy Buening
Date: 2024.10.09 11:22:00 -05'00'

By (Signature & Date)
Curtis D. Cook Digitally signed by Curtis D. Cook
Date: 2024.10.09 11:32:19 -05'00'

Title
Member

Title
Member

APPROVED:
Regional Engineer, Department of Transportation (Signature & Date)
[Signature Box]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Coles County Highway Department	Chastain & Associates LLC	Coles	24-10117-00-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

1. **Topographic Surveys** - Set vertical and horizontal control, perform topographic surveys and processing in Microstation ORD for the preparation of detailed roadway and structure plans.
2. **Hydraulic Surveys** - Make stream and flood plain hydraulic surveys, measure existing structure opening, gather high water data and flood histories for the preparation of hydraulic analysis and facilitate in proposed bridge skew determination.
3. **Hydraulic Report** - Prepare a HECRAS model of the natural, existing and proposed structure. Prepare the Preliminary Bridge Design and Hydraulic Report on the BLR 10210 form with attachments and submit to District. Scope includes Asbestos Determination Certification but does not include any test of HMA overlays for asbestos. The County shall provide information for determination or have testing performed to satisfy clearance requirements. A subconsultant is included on our contract to perform soil borings and is included as a direct cost.
4. **Permits & Environmental Documents** - Prepare application with necessary attachments and submit Environmental Survey Request, prepare Special Waste clearance checklist, Army Corp Joint Application to obtain a Nationwide Permit. Items not included in scope include Wetland Impact Evaluation (WIE), Endangered Species Conservation Plan (ITA), PESA, PSI, PDR and Public Involvement.
5. **Final Roadway Plans** - Perform necessary design and CAD for the aggregate roadway approaches assuming minimal profile raise and minimal approach roadway work. Calculate quantities, prepare earthwork-only schedule, and preparation of the SOQ tables/sheets. Plan sheets necessary are assumed to be Cover, General Notes & Schedule, SOQ, Typical Sections, Roadway Plan & Profile, and Roadway Cross Sections (7 sheets total). Special Provisions and full Bid Documents will be prepared and submitted with Plans to the District for a Pre-Final and PS&E submittal. Road will be closed for construction, therefore no staging/MOT plans required. It is assumed roadway improvements will be minimal and will not require much of a profile raise.
6. **Final Structure Plans** - Perform necessary design and CAD for the replacement of the existing structure. The initial proposed/preferred structure type, as requested by the Client, is assumed to be a single span PPC Deck beam bridge on pile supported abutments and no concrete approach slabs. Plan sheets necessary are assumed to be General Plan & Elevation, Steel Railing Type S-1, Superstructure Plan & Cross Section, Deck Beam Details, North Abutment, South Abutment, Pile Details, and Boring Logs (10 sheets total). Quantity calcs and Special Provisions will be provided for bridge-specific items to be included in Roadway plans. Bridge will be closed for construction, therefore no staging details necessary.
7. **Right of Way Plats** - Not included in the Contract and will be performed as necessary with a contract supplement
8. **Shop Drawings & Load Rating** - Provide review comments/markups to fabricator and perform final review and stamping of approved shop drawings for PPC Deck Beams only. Shop drawings are only reviewed for general conformance to construction documents and follow's IDOT BBS's Shop Drawing Procedures Memo. Upon PS&E Submittal, an AASHTOWARE rating model will be performed and necessary load rating documents submitted to the BBS.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Coles County Highway Department	Chastain & Associates LLC	Coles	24-10117-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

<p>Contract Executed and NTP: Nov 2024 Topo/Hydraulic Survey Completed: Mar 2025 PBDHR and ESR Submitted: Aug 2025 Pre-Final Plan Submittal to District: June 2025 Final PS&E Submittal to District: Dec 2025</p>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Coles County Highway Department	Chastain & Associates LLC	Coles	24-10117-00-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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project Criteria

Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

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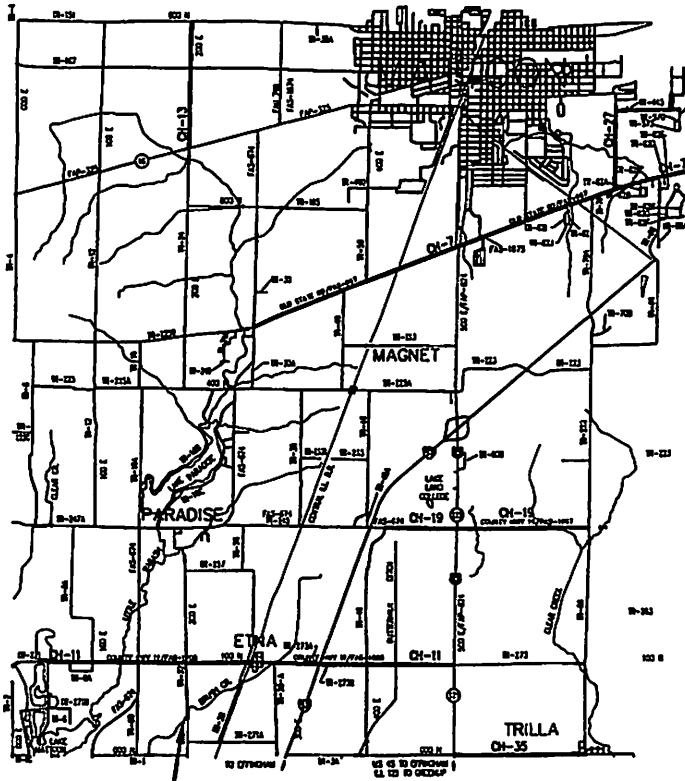
Top three consultants ranked for this project in order

1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input checked="" 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 checked="" 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 checked="" 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"/>

Location Map

Paradise Township
TR-22 (200E)
24-11117-00-BR



Proposed Superstructure Replacement
TR-22
Structure No. 015-5014

DIVISION 0 – BIDDING REQUIREMENTS
Section 00400 – Bid Form

Remodel and Addition for
Coles County Jail
701 7th Street
Charleston, IL 61920

BID DATE: November 4th 2024
TIME: 2:00 p.m.
LOCATION: Coles County Regional Planning
651 Jackson, Room 309
Charleston, IL 61920

PROJECT NO. 17045

BOARD MEMBERS:

Having carefully examined the General Conditions, Specifications, and Drawings for Remodel and Addition for: Cole County Jail 701 7th Street Charleston, IL. 61920 as prepared by Utz & Associates, Architects P.C., Effingham, Illinois, the undersigned proposes to furnish all material, labor, and equipment according to said documents for:

BASE BID

CONTRACT NO. 1 - General Construction Work Complete, for the sum of:

One million three hundred ninety one thousand
_____ Dollars (\$1,391,000)

ALTERNATE G-1

CONTRACT NO. 1 - General Construction Work Complete, for the sum of:

Deduct three hundred twenty ^{Six} thousand
_____ Dollars (\$-326,000)

Under Contract No. 1 list the following subcontractors:

- a. Plumbing Contractor: DHM
- b. HVAC Contractor: Industrial Service
- c. Electrical Contractor: Anderson
- d. Masonry Contractor: Wagner
- e. Roofing Contractor: Industrial Service

DIVISION 0 – BIDDING REQUIREMENTS
Section 00400 – Bid Form

Enclosed herewith is Bid Bond/Cashier's Check in the amount of five percent (5%) of the Base bid as security that the Bid shall remain open for a period of thirty (30) days from the date of opening bids and that the undersigned will enter into a Contract with the Owner and furnish Performance Bond and Payment Bond, if the Bid is accepted.


No. of Calendar Days
to Complete General
Construction Work
200 Days

Company Grunloh Construction Inc.

Address 101 W. Temple Ave.

Effingham, Il 62401

No. of Days to
Start After Award
of Contract.
60 Days

Signed 

Marty Fearday, Vice President
(Printed Name)

Phone 217-342-4157

Fax 217-347-8833

Receipt of the following Addendum is hereby acknowledged:

No. _____, No. _____, No. _____, No. _____, No. _____

DIVISION 0 – BIDDING REQUIREMENTS
Section 00435 – Product Substitution List

PROPOSED PRODUCT SUBSTITUTION LIST

A. PRIOR TO BID OPENING:

1. The Architect will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 10 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Architect will issue an appropriate addendum not less than three calendar days prior to bid opening date.

B. WITH BID:

1. A bidder may propose substitutions with his bid by completing the Product Substitution List below.
2. The Base Bid and Alternate Bids shall include only those products specified in the Bidding Documents, or approved by addendum. Following is a list of substitute products which the Bidder proposes to furnish on this project, with the difference in price being added to, or deducted from, the Base Bid or Alternate bids.
3. The Owner will award a Contract based on the Base Bid and accepted Alternates. Any proposed product substitution listed below will be considered only after a Contract has been awarded, and will be processed by Change Order to the Contract.

C. PRODUCT SUBSTITUTION LIST:

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
N/A		

END SECTION 00435

MINUTES OF OFFICER'S MEETING
OF GRUNLOH CONSTRUCTION, INC.

A meeting of the OFFICERS of Grunloh Construction, Inc. was held in the Office at 101 West Temple Avenue, Effingham, Illinois on October 11, 2023. The Meeting was called in the manner prescribed by the laws and by-laws of the Corporation.

Thomas J. Grunloh, President of the Corporation, served as moderator of the meeting. Marty Fearday, Troy Ozenkoski and Carissa Snow were present. Carissa Snow recorded the minutes.

By unanimous vote the following Officer positions were retained or removed to the office set opposite their respective names, to hold office for the term provided by the by-laws. namely:

Retained: Thomas J. Grunloh -President
 Marty Fearday -Vice President of Construction/Asst. Sec.
 Troy Ozenkoski - Vice President of Private Sector Construction/Asst. Sec.
 Carissa Snow - Secretary/Treasurer/Office Manager

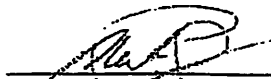
Removed: Tina Koester Niemerg – Exofficio

Agenda items discussed:

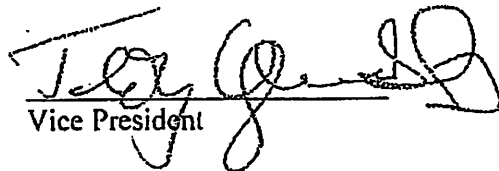
The next officers meeting was scheduled for November 9, 2023 @ 3:00PM.

There being no further business. on motion duly made, seconded, and carried, the


President declared the meeting adjourned.




Vice President



Vice President



Secretary/Treasurer

Approved:


President



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)
Grunloh Construction, Inc.
101 W. Temple Avenue
Effingham IL 62401

Surety:

(Name, Legal Status and Principal Place of Business)
Ohio Farmers Insurance Co.
P O Box 5001
Westfield Center OH 44251

Owner:

(Name, Legal Status and Address)
Coles County Board
651 Jackson Avenue
Charleston, IL 61920

Bond Amount: Five percent of bid

Project:

(Name, location or address, and Project number, if any)
Remodel & Addition for Coles County Jail

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 4th day of November, 2024

Carissa Snow
(Witness) Carissa Snow, Secretary

Catherine B. Allen
(Witness)

Grunloh Construction, Inc.
(Contractor as Principal) (Seal)

Marty Bearday
(Title) Marty Bearday, Vice President

Ohio Farmers Insurance Co.
(Surety) (Seal)

James D Morgason
(Title) James D Morgason, Attorney-in-Fact

State of Illinois

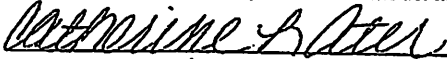
) ss:

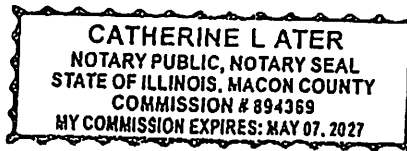
County of Macon

On 4th day of November, 2024 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **James D Morgason**

known to me to be Attorney-in-Fact of Ohio Farmers Insurance Co. the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.


(Notary Public)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/18/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 1211182 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KEVIN J. BREHENY, TIM R. PATTON, DANIEL A. MARTINI, JAMES D. MORGASON, ASHLYN B. TUCKER, MICHAEL K. BREHENY, MATTHEW D. BENNETT, WESLEY P. SHADE, HOLLI E. SCHOREY, JOINTLY OR SEVERALLY

of FORSYTH and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JULY A.D., 2023 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JULY A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of November A.D., 2024 .



Frank A. Carrino Secretary Frank A. Carrino, Secretary