

COLES COUNTY BOARD

Regular Meeting

April 13, 2021

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Travis Coffey (web), Denise Corray, John Doty, Jeremy Doughty, Jeremy East, Gail Mason, Stan Metzger, Nancy Purdy, Rick Shook, and Michael Watts with Chairman Brandon Bell absent. Vice Chairman Darrell Cox presiding.

Invocation was given by Stan Metzger

Moment of Silent Reflection

Pledge to the Flag

APPROVAL OF MINUTES

Motion by Doughty, seconded by East to approve the Minutes for March 9, 2021.

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)

NAYS: None (0)

ABSENT: Bell (1)

ANNOUNCEMENTS - COUNTY BOARD VACANCIES

Darrell Cox announced that Brandon Bell of County Board District 11 and Travis Coffey of County Board District 2 gave their letter of resignation.

TAX SALE CERTIFICATES - 2016-90061 AND 2016-00307

For a copy of the Resolutions see pages 4916 - 4917

Motion by Metzger, seconded by East

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)

NAYS: None (0)

ABSENT: Bell (1)

RESOLUTION: BORROW FUNDS

For a copy of the resolution see page 4918

Motion by Metzger, seconded by Doughty

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

**SOLID WASTE AND RECYCLING
TOWNSHIP GRANT REIMBURSEMENT PROGRAM**

For a copy of the resolution see pages 4919 - 4920

Motion by Metzger, seconded by Shook

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

**RESOLUTION AUTHORIZING AND DIRECTING ACCEPTANCE OF CASH
DONATIONS TO THE COLES COUNTY ANIMAL CONTROL FACILITY**

For a copy of the resolution see page 4921

Motion by Metzger, seconded by Mason

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

**An Intergovernmental Agreement for
Bridge Rehabilitation Structure No. 015-3219
Section 21-02137-00-BR TR 136 (1200E)
Charleston/Lafayette Township Line**

For a copy of the agreement see pages 4922 - 4924

Motion by Doty, seconded by Shook

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

**AGREEMENT WITH ESI CONSULTANTS
BRIDGE DECK - TR 136 OVER KICKAPOO CREEK, SN015-3219**

For a copy of the agreement see pages 4925 - 4930

Motion by Doty, seconded by Purdy

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

**RESOLUTION TO AWARD
SECTION 20-06131-00-BR
DePew & Owen Builders, Inc.**

For a copy of the resolution see page 4931

Motion by Doty, seconded by Doughty

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

APPROVAL OF BILLS - COLES COUNTY

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

AYES: Coffey, Corray, Cox, Doty, Doughty,
East, Mason, Metzger, Purdy, Shook, Watts (11)
NAYS: None (0)
ABSENT: Bell (1)

APPOINTMENTS

1. One appointment to the Seven Hickory Morgan Fire District
2. Two appointments to the Lincoln Fire District
3. One appointment to the Shellhammer Drainage District
4. One appointment to the Drainage District No. 2 of Mattoon
5. One appointment to the Union Drainage District No. 1 of Mattoon and Whitley
6. Two appointments to the Coles County Board

PUBLIC COMMENTS

James Dinaso Les Combs Rebecca Darling
Charles Stodden Alex Walker

ADJOURNED

Upon motion by Metzger, seconded by Purdy the Coles County Board was adjourned at 7:47 p.m. with the consent of the County Board.

AYES: Coffey, Corray, Cox, Doty, Doughty,
 East, Mason, Metzger, Purdy, Shook, Watts (1)
NAYS: None (0)
ABSENT: Bell (1)

ATTEST:

_____ County Clerk

RESOLUTION



RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIR TO ASSIGN MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Coles, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

711 WASHINGTON

PERMANENT PARCEL NUMBER: 11-R-0000-11087

As described in certificates(s) : 201690061 sold October 2017

AND WHEREAS, pursuant to public auction sale, Janette R. Beals, Vaughn Plunkett, Purchaser(s), has/have deposited the total sum of \$900.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Coles assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Coles County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$207.77 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) , the Tax Revolving Account Fund shall receive \$92.23 to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$150.00 for issuance of the Tax Certificate Title to said Purchaser(s); The remainder is the amount due the Agent under his contract for services;

AND WHEREAS, it appears to the Finance Committee that Coles County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the County Board Chair is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Coles County, Illinois, of the sum of \$207.77, which shall be disbursed according to law. This resolution shall be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____,

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Coles, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

PLEASANT GROVE TOWNSHIP

PERMANENT PARCEL NUMBER: 11-0-02338-000

As described in certificate(s) : 201600307 sold October 2017

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Janette R. Beals, Vaughn Plunkett, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$181.57 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$118.43 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$181.57 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

04-21-001

State of Illinois)
)
County of Coles)

RESOLUTION TO BORROW FUNDS

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

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

DATED this ___ day of _____, 2021.

ATTEST:

_____ Clerk

Solid Waste and Recycling Township Grant Reimbursement Program

Coles County Townships and Municipalities may apply for grant funds for clean-up days, roadside pickup dumpsters, recycling drop off containers, and other acceptable programs or events. The grant program is designed to assist township officials with roadside dumping, paint collections, carpet collections, pharmaceutical collections, clean-up days, and residential recycling.

The grant will be due on April 26, 2021, at 4:30 p.m. and may be mailed to the Regional Planning Office at 651 Jackson Ave, Room 309 Charleston, IL 61920 or emailed to Sarah Mummel at SMummel@co.coles.il.us. Grants may be applied for after this date, however, they will be funding dependent.

A township or municipality may apply annually for up to \$3,000 for solid waste related events such as clean-up days or \$4,000 for material diversion events such as recycling, with the grant cycle lasting from December 1 until November 30. The grant will be a 50/50 match grant reimbursement program.

Total funding for all grant requests will be \$26,000. If requests are received for more than \$26,000, grant requests will be reduced appropriately.

A township or municipality may apply for grant funding using this attached application provided by Coles County. The application must include a description of services to be provided, the entity performing said services, budget, and scope of work. Once the grant is approved and the Township/ Municipality has conducted the events applied for in the grant application, they shall pay the service provider(s) for the full amounts, then send check copies, receipts, and a description of the work completed to the Solid Waste Coordinator. Coles County will then reimburse the Township/ Municipality for half the cost of the event.

The Township shall follow all state and federal regulations when providing services and events through this grant program. Failure to follow state and federal regulations may result in the suspension of this program, denial of reimbursement match, or the requirement to pay back the grant funds.

The Township will be responsible for the funds and all services and events provided through this grant. The County Solid Waste Coordinator is available for assistance with any grant questions, qualification of events, etc. The Township or Municipality must hold a comprehensive general liability insurance policy (CGL) for unexpected and unintended mishaps. The Township or Municipality must use a licensed hauler for any service requiring the use of the transfer station or a landfill.

COUNTY OF COLES

RESOLUTION AUTHORIZING AND DIRECTING ACCEPTANCE OF CASH DONATIONS TO 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 is a self-sufficient department that does not receive tax money and has been authorized to accept donations; and

WHEREAS, the Health and Safety Committee has recommended the addition of a donation tab on the Facebook Page or Website of the Coles County Animal Control Facility to accommodate the ease of cash donations for the benefit of the Animal Shelter; and

WHEREAS, it is necessary to contract or otherwise take action to procure the ability to receive such cash donations through an electronic payment/deposit system that requires a minimal convenience fee.

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

The Coles County Animal Control Facility is hereby authorized to accept cash donations by means of electronic payments or deposits.

BE IT FURTHER RESOLVED

The Treasurer of Coles County, or designee, is authorized to take all necessary action, execute such contracts, and sign all other documents necessary and proper to provide for the implementation of electronic payments, donations and deposits for the Coles County Animal Control Facility.

PASSED this ____ day of _____, 2021.

AYES _____ NAYS _____ ABSENT _____ ABSTENTIONS _____

Approved this ____ day of _____, 2021

CHAIRMAN

ATTEST:

Secretary

An Intergovernmental Agreement for
Bridge Rehabilitation Structure No. 015-3219
Section 21-02137-00-BR
TR136 (1200E)
Charleston/Lafayette Township Line

THIS AGREEMENT is entered into between the County of Coles, Illinois, the Township of Charleston and the Township of Lafayette, in Coles County, Illinois on the 13th day of April, 2021. The parties hereby state and agree as follows:

A. Purpose and Objectives:

Coles County, Charleston Township and Lafayette Township find it to be in the public's best interest to repair bridge 015-3219 on TR 136 on the Charleston-Lafayette township line. This work will include rehabilitation of the existing bridge deck.

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 and 605 ILCS 5/6-402.
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. Charleston Township will contribute 68 % of the preliminary engineering costs and 68 % of the construction costs of the project.
 - b. Lafayette will contribute 32 % of the preliminary engineering costs and 32 % of the construction costs of the project.
 - c. Coles County will perform all administrative duties and construction engineering 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;

By: _____
County Engineer

Date: _____

By: _____
County Board Chair

Date: _____

Charleston Township, Illinois;

By: _____
Township Road Commissioner

Date: _____

By: _____
Township Supervisor

Date: _____

Lafayette Township, Illinois;

By: _____
Township Road Commissioner

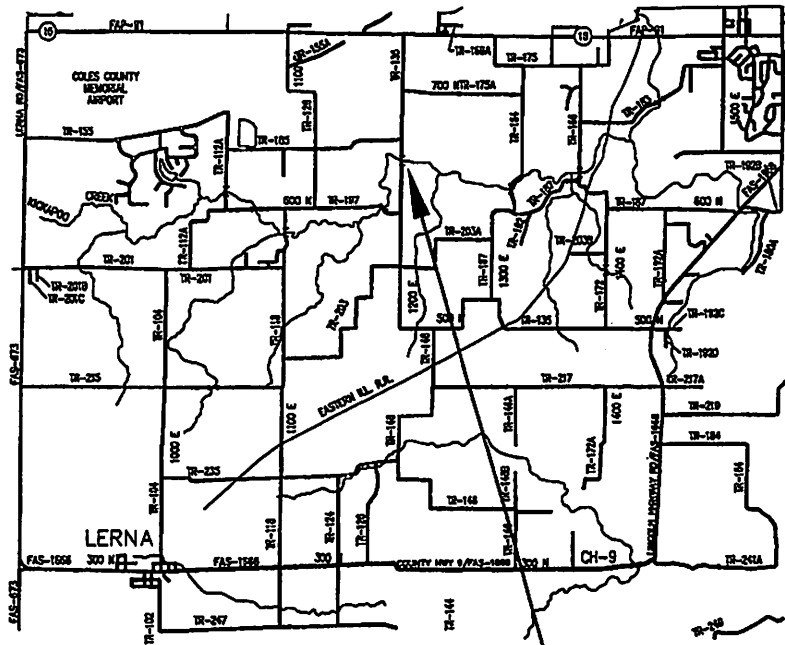
Date: _____

By: _____
Township Supervisor

Date: _____

Location Map

Charleston/ Lafayette Townships,
Coles County
015-3219



Proposed Beam Replacement
TR 136 (1200E)



March 8, 2021

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

Re: TR 136 over Kickapoo Creek, SN 015-3219

Dear Mr. Johnson:

On behalf of ESI Consultants, Ltd., we are pleased to submit this proposal for engineering services associated with the TR 136 (640 N, 1200 E) over Kickapoo Creek Deck Beam Replacement. If you find this proposal to be acceptable, the executed copies of this letter, together with the Standard Terms and Conditions attached hereto, which set forth the contractual elements of this agreement, will constitute an agreement between Coles County Highway Department (CLIENT) and ESI Consultants, Ltd. (ESI) (ENGINEER) for services on this project.

Basic Scope of Services

ENGINEER's services for Structure Number 015-3219 (TR 136 over Kickapoo Creek Bridge) will be as follows:

1. Site visit to perform a visual inspection to confirm the findings and recommendations of the previous inspection that were prepared by others.
2. Prepare and submit Environmental Survey Request (ESR) to IDOT.
3. Prepare and submit US Army Corp of Engineer / Illinois Department of Natural Resources Joint Application.
4. Prepare the detailed plans, details, special provisions and estimate of cost for span 2, in-kind, deck beam replacement.

Deliverables will include an electronic version of construction plans and special provisions.

CLIENT will provide the following:

1. All existing as-built plans for Structure Number 015-3219.
2. All current available bridge inspection reports for the above structure.
3. All pictures depicting the current condition of the piles identified on the above structure.
4. All current measurements available depicting the deterioration identified above.

Schedule

ESI will begin work within thirty (30) days upon receipt of the notice to proceed.

Compensation

CLIENT will pay ENGINEER on an Hourly Basis in accordance with the attached 2021 Standard Billing Rates. Direct Costs associated with the project will be paid by the CLIENT to the ENGINEER at cost plus 10%. Total cost of work and expenses shall not exceed \$19,000.

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

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

Contents of Agreement

This proposal and the Standard Terms and Conditions and 2021 Standard Billing Rates, attached hereto and incorporated therein, represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance for thirty (30) days from the date hereon unless changed by us in writing.

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

Very truly yours,
ESI CONSULTANTS LTD.



David Clark, PE
Vice President



Gary Mraz, PE, SE
Structural Project Manager

ACCEPTED THIS _____ DAY OF _____, 2021

COLES COUNTY HIGHWAY DEPARTMENT

BY: _____

TITLE: _____

2021 STANDARD BILLING RATES

ESI CONSULTANTS, LTD. STAFF BILLING RATE SCHEDULE

(Rates effective January 1, 2021 through December 31, 2021)

Description	Hourly Rate
President / Principal	\$250.00
Vice President / Director	\$210.00
Senior Manager / Senior Consultant	\$190.00
Senior Structural Project Manager	\$210.00
Senior Project Manager	\$195.00
Structural Project Manager	\$185.00
Project Manager / Project Manager Consultant	\$170.00
Senior Resident Engineer	\$170.00
Senior Structural Project Engineer	\$165.00
Project Engineer 2 / Resident Engineer 2	\$148.00
Structural Project Engineer	\$145.00
Project Engineer 1 / Resident Engineer 1	\$142.00
Engineer 3	\$125.00
Engineer 2	\$115.00
Engineer 1	\$110.00
Senior Technician 2	\$135.00
Senior Technician 1	\$120.00
Resident Technician / Senior Technician	\$115.00
Technician 3	\$100.00
Technician 2	\$90.00
Technician 1 / Engineering Intern	\$70.00
Sr. Admin. Management Consultant	\$190.00
Administrative Associate 3	\$80.00
Administrative Associate 2	\$70.00
Administrative Associate 1	\$53.00
Administrative Clerk 1	\$40.00

Note: - Time is charged portal to portal

All direct expenses are calculated using a factor of 1.10.

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

2021 Standard Billing Rates
Naperville • Chicago • Charleston



ESI Consultants, Ltd.
Excellence. Service. Integrity

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

END

RESOLUTION TO AWARD

Section 20-06131-00-BR

WHEREAS, a letting was held at the Coles County Courthouse on March 23, 2021 at the hour of 10:00 A.M. for the bridge pile repairs on Structure Number 015-3291 on TR-118, 1100E, and

WHEREAS, said section was advertised in the Charleston Times Courier and the Mattoon Journal Gazette on March 9 & March 16, 2021; and the State's "Notice to Contractors Bulletin" on March 11 and March 18, 2021, and

WHEREAS, bids were received from 2 qualified contractors, and

WHEREAS, DePew & Owen Builders, Inc., 301 North Oak Street, Centralia, IL 62801, submitted the low bid in the amount of \$96,488.00, and

WHEREAS, the engineer's estimate for said section was \$83,900.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Coles County award a contract for said section to, DePew & Owen Builders, Inc., 301 North Oak Street, Centralia, IL 62801, IL 61938,

STATE OF ILLINOIS
COUNTY OF COLES

I, being properly authorized, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the County Board of Coles County on this 13th day of April, 2021.

Julie Coe, County Clerk (SEAL)