

The September 8, 2020 meeting of the Honorable Clay County Board was called to order at 6:00 p.m. by Sheriff Andy Myers.

The Pledge to the flag was led by Sheriff Myers.

The blessing was led by Brad Harris.

The roll was called:

Present: Ted Whitehead, Chairman, Shannon French, Brad Harris, Joe Goodman, Jeremy Wilbur, John Weidner, Chris Rinehart, Terry Hronec, John Bailer, David Johnson, Joe Gilliland, Mary McCullough and Barb McGrew. Absent: Janice Brooks

Chairman Whitehead acknowledged guests and there were no agenda changes.

Motion by Joe Goodman, seconded by Jeremy Wilbur, to approve the agenda as it stands. Motion Carried, Voice Action.

Motion by Dave Johnson, seconded by Mary McCullough, to approve the County Board minutes of August 11, 2020. Motion Carried, Voice Action

Motion by Bard McGrew, seconded by Brad Harris, to approve the action of the Claims Committee. Motion Carried.

Motion by Shannon French, seconded by Terry Hronec, to approve changing the Singer Precinct to Oak Mound Christian Church, 987 Shortleaf Dr. Xenia, IL . Motion Carried, Voice Action.

The 911 Report was provided to Board Members in their packets.

Tammy Byers, CCHD, presented the Board of Health Bulletin in written form.

Sheriff Myers presented the August Activity Report in written form.

Motion by Dave Johnson, seconded by Chris Rinehart, to award the bid of \$2000 for the 2009 Chevy Impala to Jordan Byers, (Previous bid award was declined by bidder.) Motion Carried.

No action was taken on the squad car transaction.

Motion by Terry Hronec, seconded by John Bayler, to split money collected from cannabis revenue funds between Dare Account and Drug Fund Account. Motion Carried.

Treasurer Jana Tolliver presented the financial report in written form.

Motion by John Bayler, seconded by Jeremy Wildbur, to approve the Campground Lane, 013-3153 Bridge Aid Petition. Motion Carried, Voice Action.

BRIDGE AID PROJECT NO. 20(00-1)

PETITION

TO: County Board of Clay County, Illinois

I request aid in the construction of Bridge Aid Project No. 20(00-1) in the Township of Xenia, Clay County, Illinois, and in support thereof submit the following:

Name of Structure: Campground Bridge (Existing Str. #013-3153)
 Estimated Project Cost: \$360,000.00
 Location of Works: Near the NE corner of Section 11, Township 2N-R5E of the 3rd P.M., Clay County, IL on CH 19 (Campground Lane) over Brush Creek.
 Existing Structure: Single-span Concrete Slab and closed concrete abutments.
 Construction Proposed: Remove existing structure and replace with a single-span precast concrete box culvert, along with aggregate approaches and other miscellaneous work necessary to complete the project.
 Type of Traffic: Farm to market. This is a Motor Fuel Tax Section (TR-154A) and a necessary artery for traffic. It is both a school bus route and U.S. Mail route.

A Registered Structural Engineer shall prepare plans, specifications, and estimates for this project. I further certify that the contracts for construction of this project shall be subject to the limitations provided by law and the resolution of the Clay County Board approved December 8, 2015

It is proposed that this project be built under the Federal STP-BR Program, with a division of costs estimated as follows:

	<u>Federal (80%)</u>	<u>State Match Assistance (20%)</u>	<u>Total</u>
Prelim. Engr.	\$ 32,000.00	\$ 8,000	\$ 40,000.00
Construction	\$240,000.00	\$60,000.00	\$300,000.00
Constr. Supervision	<u>\$ 16,000.00</u>	<u>\$ 4,000.00</u>	<u>\$ 20,000.00</u>
Totals	\$ 288,000.00	\$72,000.00	\$360,000.00

I request you to issue certification of expediency for this project and appropriate the sum of \$0.00 for its completion from County Bridge Funds available for such purpose.

Respectfully submitted,

Clay County Engineer


Approved this 8th day of September, 2020

Clay County Engineer

Approved by the Clay County Board
this 8th day of September, 2020.

Deninda Buntin
Clay County Clerk

Motion by Joe Goodman, seconded by Shannon French, to approve an agreement with Gonzalez Companies LLC for CH3 Bridge Construction. Motion Carried.

Municipality NA	 Illinois Department of Transportation Preliminary Engineering and Construction Guidance Agreement for Motor Fuel Tax Funds Construction Related Services Agreement for Local Agency Funds	C O N S U L T A N T	Name Gonzalez Companies, LLC
Township / Road District Louisville			Address 7 Carpenter Drive
County Clay			City Salem
Section 14-00090-00-BR			State Illinois 62881

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name CH 3 (Sailor Springs Road) Bridge over the Little Wabash River
 Route CH 3 (FAS 799) Length 1050 Ft. (0.199 Miles) (Exlst. S.N. 013-3008)
 Termini Near the SE Corner, NE ¼, Section 23, T4N, R6E, 3rd PM, approximately 0.5 mile east of Louisville

Description:
 Removal of an existing seven (7) span bridge with steel beams and concrete deck on pile supported concrete abutments and piers; construction of a proposed five (5) span bridge with steel girders and concrete deck superstructure and steel H-pile supported abutments and concrete drilled shaft supported pier bents; reconstruction of the approach roadways.

Agreement Provisions

THE ENGINEER AGREES:

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

NOTE: Four Copies to be submitted to the Regional Engineer

- i. Prepare the Project Development Report when required by the DEPARTMENT.
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
- l. Furnish construction related services guidance as requested / directed by the LA. Construction related services guidance shall could include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings (for work not performed under the original PE agreement).
 - (3) Periodic job-site observation and LA consultation as construction progresses.
 - (4) Reviewing and checking all reports by the LA or testing laboratories on equipment and material tested.
 - (5) Assisting the LA with reviewing and checking all Payment Estimates, Change Orders, Records, Reports, and Documentation required by the DEPARTMENT and the LA.
 - (6) Assisting the LA with conducting final observation and inspection of construction and preparation of Punch List, Final Papers, Reports, and Documentation.
 - (7) Additional miscellaneous duties / services when requested / directed by the LA.
- 2. That all reports, plans, plate ~~and special provisions~~ to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plans, plate ~~and drafts~~ shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
- 4. ~~In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.~~
- 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT ~~without cost and~~ without restriction or limitations as to their use.
- 6. That all plans ~~and other documents~~ furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES:

- 1. ~~To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:~~
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: ~~Not necessarily a percentage. Could use Per Diem, Cost Plus or Lump Sum.~~

- 2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve. "actual cost" being defined as material cost plus, payroll insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the~~

employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. To pay for the services stipulated in paragraph 1f on a Time and Materials basis according to the rates shown on the attached Professional Service Rates Sheet a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES. The estimated fee for these services is not expected to exceed Thirty Thousand Dollars (\$30,000.00).
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. On a monthly basis for the actual cost of performing such work.
 - a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraph 1a through 1j under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the Department, 00 percent of the total fee due for paragraphs 1a through 1j.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.~~
 - c. ~~Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.~~
 - By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.
5. ~~That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as in paragraph 2 above.~~
6. ~~That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above, it is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.~~

IT IS MUTUALLY AGREED:

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all ~~surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil survey and subsurface investigations~~ with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section ~~5.3 and 4.a~~ of THE LA AGREES.
3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
4. That the ENGINEER warrants that he / she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he / she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

EXECUTED BY THE LA:

ATTEST:

County of Clay of the
(Municipality / Township / County)

State of Illinois, acting by and through its

County Board

By Brenda Britton
Ms. Brenda Britton

County Clerk

(Seal)

By Ted Whitehead
Mr. Ted Whitehead
Title Chair

EXECUTED BY THE ENGINEER:

ATTEST:

Gonzalez Companies, LLC

7 Carpenter Drive

Salem, Illinois 62881

By R. Patrick Judge
R. Patrick Judge, P.E.

Title Managing Principal, COO

By Carlos V. Huddleston
Carlos V. Huddleston, P.E.

Title Managing Principal, CEO

Approved

Date
Department of Transportation


Regional Engineer



**2020 PROFESSIONAL SERVICE RATES
(Effective January 1, 2020)**

<u>Employee Classification</u>	<u>Rate</u>
Principal	\$185
Senior QA/Project Manager	\$175
Project Manager	\$165
Survey Manager	\$155
Senior Structural Engineer	\$155
Project Engineer VI	\$145
Project Engineer V	\$135
Project Engineer IV	\$125
Project Engineer III	\$115
Project Engineer II	\$105
Project Engineer I	\$95
Survey Technician III	\$95
Survey Technician II	\$85
Survey Technician I	\$75
Technician VIII	\$135
Technician VII	\$125
Technician VI	\$115
Technician V	\$105
Technician IV	\$95
Technician III	\$85
Technician II	\$75
Technician I	\$65
<u>Reimbursables</u>	
Mileage	IRS Standard Rate
Subconsultant Costs	15% markup
Other Direct Costs	15% markup

Motion by Mary McCollough, seconded by Jeremy Wildbur, to approve an agreement with Gonzalez Companies LLC for Buck Lane box culvert design. Motion Carried.

Municipality NA	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Township Bridge Program TBP	C O N S U L T A N T	Name Gonzalez Companies, LLC
Township/ Road District Larkinsburg			Address 7 Carpenter Drive
County Clay			City Salem
Section 17-06115-00-BR			State / ZIP Illinois 62881

This AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name TR 67 (Buck Lane) over Tributary to Crooked Creek
 Route TR 67 Length 0.057 (+/-) Mi. 300 (+/-) FT. (Existing S.N. 013-3242)
 Termini Near the SE Corner of the SW ¼ of Section 19, T6N, R5E, 3rd P.M., approximately 3.5 miles NW of Iola
 Description: Removal of an existing single span bridge; construction of a proposed single span precast concrete box culvert (preliminary estimate) and reconstruction of the adjacent approach roadways.

Agreement Provisions

The ENGINEER Agrees:

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

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. Furnished by the LA. Wetlands mitigation is not a part of this Agreement.
 - k. Prepare the Project Development Report when required by the DEPARTMENT. NA.
 - l. Perform Bridge Load Rating as described in IDOT Circular Letter 2016-10 dated April 15, 2016.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans, and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees:

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1g, 1i, 2, 3, 5, and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT. a Lump Sum fee of \$14,575.00 based upon the anticipated estimated cost of services shown on the attached Exhibit A and the attached Professional Service Rates Sheet.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use Per Diem, Cost Plus or Lump Sum.

2. To pay for services stipulated in paragraph 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1i, 1j, & 1k of The ENGINEER Agrees per **[a]** at actual performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined

~~as direct payroll material cost plus payroll, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER per [a] at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1b, 1c, 1d, 1e, 1f, 1h, 1i, 1j, 1k, & 1l. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.~~

[a] on a Time & Materials basis according to the rates shown on the attached Professional Service Rates Sheet,

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

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

 - c. On a monthly basis for the actual cost of performing such work according to the rates shown on the attached Professional Service Rates Sheet plus 200 percent to cover overhead, profit, and readiness to serve plus any related direct costs—"actual cost" being defined as in paragraph 2 of THE LA AGREES,
 - d. 90% of the Lump Sum fee upon submittal to the LA and the DEPARTMENT the pre-final plans, specifications, and estimates, less any amounts paid under "c" above.
 - e. 100% of the Lump Sum fee upon submittal to the LA and the DEPARTMENT the final plans, specifications, and estimates, and Bridge Load Rating, less any amounts paid under "c" and "d" above.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 4k 1) and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment—"actual cost" being defined as in paragraph 2 of THE LA AGREES. according to the rates shown on the attached Professional Service Rates Sheet.
5. That, should the LA require changes in any of the detailed plans, specifications, or estimates except for those required pursuant to paragraph 4 of The ENGINEER Agrees, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent according to the rates shown on the attached Professional Service Rates Sheet to cover profit, overhead and readiness to serve—"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed:

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits,

agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of The LA Agrees.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he / she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he / she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST: _____
By Ms. Brenda Britton
Ms. Brenda Britton
Clay County Clerk
(Seal)

County of Clay of the
(Municipality/Township/County)
State of Illinois, acting by and through its
County Board
By Mr. Ted Whitehead
Mr. Ted Whitehead
Title County Board Chair

Executed by the ENGINEER:

Gonzalez Companes, LLC
7 Carpenter Drive
Salem, Illinois 62881

ATTEST: _____
By R. Patrick Judge
R. Patrick Judge, P.E.
Title Managing Principal, COO

By Carlos V. Huddleston
Carlos V. Huddleston, P.E.
Title Managing Principal, CEO

Approved

Date

Department of Transportation

Regional Engineer

8/31/20

EXHIBIT A: MANHOUR ESTIMATE

Clay Co. RD - TR 67 over Trib. & Crooked Creek / Section 17-06115-00-BR

PREPARED BY: Gary Hahn

DATED BY: Brent Taylor

ROW ID	PHASES, TASKS, AND MILESTONES	Senior QA/Project Manager	Project Manager	Sr. Structural Engineer	Technician IV	HOURS
1.00	Design Phase	1				1
1.01	Pre-Contract Scoping					6
1.02	Final box culvert and wingwall design		10	6	30	40
1.03	Preparation and submittal of pre-final PS&E's to LA and IDOT		4			4
1.04	Field check meeting with LA and IDOT		4			4
1.05	Revise PS&E's per field check review comments		2	2	8	14
1.06	Submit (electronic) final PS&E's to LA and IDOT		2			2
1.07	Preparation and submittal of bridge load rating to LA and LBU		8	10		18
1.08	QA Review	2	2	2		6
1.09	Preparation and submittal of bid documents to LA for local letting		4		2	6
1.10	Review of box culvert shop drawings		4			2
1.11	Miscellaneous project administration	2		2		6
1.12			4			6
SUM SUMMARY		5	36	22	40	105
2.00	Insert Phase					
2.01	Copies / Prints (Estimate \$50.00)					0
2.02	Postage / U.P.S. (Estimate \$75.00)					0
2.03	Travel Mileage (Estimate 100 miles)					0
2.04						0
TOTAL		5	38	22	40	105

Note: Design Contract Amount (Lump Sum) = \$14,575.00



**2020 PROFESSIONAL SERVICE RATES
(Effective January 1, 2020)**

<u>Employee Classification</u>	<u>Rate</u>
Principal	\$185
Senior QA/Project Manager	\$175
Project Manager	\$165
Survey Manager	\$155
Senior Structural Engineer	\$155
Project Engineer VI	\$145
Project Engineer V	\$135
Project Engineer IV	\$125
Project Engineer III	\$115
Project Engineer II	\$105
Project Engineer I	\$95
Survey Technician III	\$95
Survey Technician II	\$85
Survey Technician I	\$75
Technician VIII	\$135
Technician VII	\$125
Technician VI	\$115
Technician V	\$105
Technician IV	\$95
Technician III	\$85
Technician II	\$75
Technician I	\$65
<u>Reimbursables</u>	
Mileage	IRS Standard Rate
Subconsultant Costs	15% markup
Other Direct Costs	15% markup

The Fuel Letting Line item is for informational purposes only.

Hwy Engineer Darin Koelm presented the Highway Report.

Motion by Dave Johnson, seconded by Joe Gilliland, to approve the following Medical Staff Credentials:

Motion Carried, Voice Action.

Appointments:

Michael Lin, MD, Courtesy Radiology

Provisional:

Larry Lambert, MD, Courtesy Emergency

Eric Toone, MD, Emergency Telemedicine

Rachelle Leach, MD, Emergency Telemedicine

Robert Marshall, MD, Emergency Telemedicine

Faisal Lala, DO, Emergency Telemedicine

Scott Roustio, MD, Emergency Telemedicine

Robert Mecker, MD, Emergency Telemedicine

Travis Whitehead, MD, Emergency Telemedicine

Thomas Smith, MD, Current Medical Staff

John Flick, DO, Hospitalist Telemedicine

Thejeswi Pujar, MD, Hospitalist Telemedicine

Brian Poon, DO, Hospitalist Telemedicine

Preetam Bollampally, MD, Hospitalist Telemedicine

Trenton Grimm, MD, Hospitalist Telemedicine

Amira Bahu, MD, Courtesy Radiology

Dale Long, DO, Hospitalist Telemedicine

Maria Galanos, MD, Emergency Telemedicine

Matthew Treaster, MD, Emergency Telemedicine

Reappointment:

Jason Jerabek, DO, Current Medical Staff

Holly Novak, MD, Courtesy Cardiology

Mansura Ghani, MD, Courtesy Cardiology

Mark Stern, MD, Courtesy Rheumatology

Leo Frank Hettlger, OD, Courtesy Ophthalmology

9/4/2020

Re:

John Becker, MD, Courtesy Radiology
Tamara Boore, MD, Courtesy Radiology
Jason Cox, MD, Courtesy Radiology
Mary Ludolph, MD, Courtesy Radiology
Casey Muehle, MD, Courtesy Radiology
Robert Nordstrom, MD, Courtesy Radiology
Jennifer Sharp, MD, Courtesy Radiology
Andrew Sherrick, MD, Courtesy Radiology
Ryan Watson, MD, Courtesy Radiology
Phillip Dy, MD, Courtesy Oncology
Jeffrey Chalfant, DO, Courtesy Psychiatrics
Robert Haag, MD, Courtesy Radiology
Robert Knudson, MD, Courtesy Radiology
Angela Schilsky, MD, Courtesy Radiology
John Schlepphorst, MD, Courtesy Radiology
Kenneth Winkler, MD, Courtesy Radiology
Scott Suntrup, DDS, Courtesy Dentistry
Joseph Balma, MD, Courtesy Radiology
Robert Burke, MD, Courtesy Radiology
Naveen Chapa, MD, Courtesy Radiology
Lucy Ann Christopherson, MD, Courtesy Radiology
Kevin Coakley, MD, Courtesy Radiology
Mary Joelle Curry, MD, Courtesy Radiology
Eileen Figuerres, MD, Courtesy Radiology
Kanchan Gupta, MD, Courtesy Radiology
Raymond Lee, MD, Courtesy Radiology
Craig Russo, MD, Courtesy Radiology
Brandon Wynn, DO, Current Medical Staff

**Dr. Dale Long was recorded incorrectly in the August 2020 minutes but was credentialed correctly as ER Telemedicine.*

**Executive Session Needed*

Motion by Chris Rinehart, seconded by Terry Hronec, to go to closed session for the following purpose:
__ (1) The appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body (5 ILCS 120/2 (c) (1); Time 6:25 p.m. Motion Carried, Voice Action.

Motion by Brad Harris, seconded by Dave Johnson, to return to open session. Time: 6:35 p.m. Motion Carried, Voice Action.

Chairman Whitehead noted the closed session was for informational purposes only.

CCH President Bob Sellers presented the Hospital Report noting that both Dr. Cycholl and Dr. Klingler have renewed 5 year contracts.

Motion by Barb McGrew, seconded by Jeremy Wildbur, to approve the HOPE Trust 2500 + HRA Medical Plan and splitting the monthly premium increase between county and employee (additional \$37.50 each). Motion Carried.

Motion by Brad Harris, seconded by Mary McCollough, to approve Brenda Britton as HOPE Trust Representative. Motion Carried, Voice Action.

The Board decided to revote the HOPETRUST Plan selection separate from the monthly premium increase line item.

Motion by Dave Johnson, seconded by Terry Hronec, to approve the HOPETRUST 2500 + HRA Medical Plan for employees. Motion Carried.

Motion by Barb McGrew, seconded by Jeremy Wildbur, to approve splitting the monthly premium increase between county and employee (additional \$37.50 each). Motion Carried.

Motion by Chris Rinehart, seconded by Joe Goodman, to approve the Chairman's appointment of Todd Fender to the 911 Board, 3 year term ending September 2023. Motion Carried, Voice Action.

Motion by Shannon French, seconded by Brad Harris, to approve the Chairman's appointment of Tim Hostettler to the 911 Board, 3 year term ending September 2023. Motion Carried, Voice Action.

Chairman Whitehead reported to board members that the county had registered for the CURES Program grant funding up to \$248,343.

Chairman Whitehead noted the Executive Finance Committee has begun work on FY2021 Budget thanking committee chairman Rinehart for his efforts.

Board Member Brad Harris took a moment to thank all for Prayers and calls after his recent accident.

Motion by Jeremy Wildbur, seconded by Mary McCollough, to adjourn. Time: 6:45 p.m. Motion Carried, Voice Action.

PAIDS

1. ADP	PAYROLL FEES	1209.46
2. ALLEN STACEY	PHONE REIMBURSEMENT	25.00
3. AMEREN	PROBATION, JAIL & COURTHOUSE-UTILILITES	2954.82
4. AMERICAN ENIRONMENTAL	ESDA -GRANT	16,687.14
5. AXON ENTERPRISE	JAIL-MAINT EQUIP, SHERIFF-PURCHASE OF EQUIP & COURT SEC-OFFICERS	1268.63
6. AYERS JAMIE	SHERIFF-OVERTIME	82.53
7. B ELECTRIC	COURTHOUSE-REPAIRS	177.50
8. BEYERS KATHY	COURT-MISC.	79.00
9. BOARD MEMBERS	MEMBERS-MILEAGE/MEETINGS	1846.14
10. BRITTON BRENDA	PHONE REIMBURSEMENT	40.00
11. BUHRMANN JULIE	TREASURER-OVERTIME	42.82
12. BURKETT BRANDON	JAIL-OVERTIME & UNIFORMS	654.61
13. BYERS PRINTING	ELECTION-GRANT FUNDING	2.00
14. CARTRIGHT ADAM	SHERIFF-ILEASGRANT & OVERTIME	859.01
15. CLARK JASMINE	ELECTION-GRANT FUNDING	79.05
16. CLAY COUNTY COUNSELING	INMANT MENTAL HEALTH	100.00
17. CLAY COUNTY DEBIT	JAIL-PHONE & STATE'S ATTY-DUES	1035.45
18. CLAY COUNTY HEALTH DEPARTMENT	JAIL-MEDICAL SERVICES	71.52
19. CLAY COUNTY REPUBLICAN	COURT-MISC.	160.85
20. CLAY COUNTY SOIL & WATER	CONSERVATION PROGRAM	5000.00
21. COLLINS MARY BETH	ATTY FEES	2509.50
22. COMPASS WEB	STATE'S ATTY EQUIPMENT	89.95
23. DAVIS ZACH	SHERIFF-TRANSPROTING PRISONERS	276.81
24. DBS DISPOSAL	PROBATION-UTILITIES	80.00
25. DEPUTIES	DEPUTIES-PHONE REIMBURSEMENT	520.00
26. DEVNET	COMPUTER TAX SERVICES	4722.90
27. ES&S	ELECTION-GRANT FUNDING	3744.54
28. FELDHAKE MARK	SHERIFF-TRAINING	90.51
29. FRITSCHLE LOGAN	SHERIFF-TRAINING & OVERTIME	563.56
30. GFI	TREAS-SUPPLIES & CTY CLERK-GRANT FUNDING	63.89
31. GLOBAL TECH	JAIL-MAINT OF EQUIP	61.15
32. GREENWOOD PAT	SHERIFF-AUTO MAINT & TRANSPORTING PRISONERS	46.96
33. GREENWOOD TOM	COURT SECURITY OFFICERS	79.20
34. GROVES TONY	JAIL-OVERTIME	765.00
35. HAGEN DENA	S OF A-CLERICAL HIRE	840.00
36. HARRIS BRAD	COUNTY BOARD MEMBERS-PER DIEM	65.00
37. HEUERMAN CORY	SHERIFF-OVERTIME	538.38
38. HOLKY'S PLUMBING	COURTHOUSE-REPAIRS	988.86

39. HONEST WATER	PROBATION-INCIDENTAL EXP	6.50
40. INDOFF	STATE'S ATTY, JAIL & CIRCUIT CLERK-SUPPLIES	545.59
41. IL ASSOCIATION	COUNTY CLERK-DUES	420.00
42. JEFFERSON COUNTY SHERIFF	HOUSING OF ADULTS	3817.71
43. KEMPERS CPA	TREAS.-MISC	122.50
44. KNAPP OIL	SHERIFF-AUTO MAINT	2905.36
45. LEONARD AARON	ATTY FEES	940.00
46. LEWIS ELAM	SHERIFF-OVERTIME & TRAINING	722.45
47. LORENZ	COURTHOUSE-SUPPLIES	51.44
48. LOUISVILLE POST OFFICE	GRANT FUNDING & STATE'S ATTY-POSTAGE	941.95
49. MILLER OFFICE	PROBATION-INCIDENTAL EXP	149.59
50. MILLER WES	RENT	100.00
51. MUNICIPAL	HWY, PROB, JAIL & COURTHOUSE-UTILITIES	1421.64
52. MYERS ANDY	SHERIFF-INCIDENTAL EXP	159.36
53. NARTEC	JAIL-SUPPLIES	102.65
54. OFFICE ESSENTIALS	PROBATION-INCIDENTAL EXP	96.37
55. PHILLIPS RAYMOND	SHERIFF-INCIDENTAL EXP	357.36
56. PRYOR JADE	COURT-MISC	28.00
57. QUILL	ELECTION-GRANT FUNDING	834.00
58. RAY OHERRON	SHERIFF-UNIFORMS	1065.65
59. SALT & STRINGS	DIET & CARE OF PRISONERS	1543.91
60. STANFORD MARKETING	ELECTION-SUPPLIES	296.63
61. SAV-MOR	MEDICAL SUPPLIES	369.65
62. SIMS LORI	COURT-MISC.	42.50
63. SMITH DEBRA	CLERICAL HIRE-OVERTIME	524.55
64. SMITH TREVIN	SHERIFF-TRAINING, ILEAS & OVERTIME	478.17
65. SPITZNER STEVE	SHERIFF-TRANS. PRISONERS	20.00
66. STATE'S ATTY	PHONE REIMBURSEMENT	300.00
67. STRUM ROBERT	COURT SECURITY OFFICER	200.38
68. THE WEB CAFÉ	CIRCUIT CLERK SUPPLIES	49.90
69. THOMPSON LYNDI	CLERICAL HIRE	1116.00
70. VANDYKE MONTE	S OF A-TRAVEL & COMPUTER TAX SERVICES	516.48
71. WABASH	ADM, ELECTION, HWY & JAIL-PHONE	3035.20
72. WALMART	PROBATION-INCIDENTAL EXP & JAIL-DIET AND CARE OF PRISONERS	2576.59
73. WELLS FARGO	SHERIFF-SUPPLIES	126.47
74. WEX	PROB-TRAVEL	83.44
75. ZINKS	COURTHOUSE & CIRCUIT CLERK-SUPPLIES	127.06
	TOTAL	74,616.79

UNPAIDS

1. AXIS FORENSIC	CONONER-TOX	1093.00
2. BRENDA BRITTON	ELECTION-EXP	17.83
3. BUTCHER AUTO	SHERIFF-AUTO MAINT	20.00
4. CLAY COUNTY COUNSELING	INMATE MENTAL HEALTH	100.00
5. CLAY COUNTY DEBIT	TAX SALE AUTO	502.03
6. CLAY COUNTY REPUBLICAN	S OF A-PUBLICATION	30.00
7. DARLA MURPHY	ELECTION EXP	8.05
8. DEBRA WILEY	S OF A-TRAVEL	149.37
9. FRANKLIN COUNTY DETENTION	JAIL-HOUSING OF JUVENILES	1254.96
10. GFI	TREAS-SUPPLIES	62.95
11. HONEST WATER	JAIL & CH-WATER	67.00
12. ILAPSC	PUBLIC DEF-DUES	250.00
13. INDOFF	CIRCUIT CLK, TREAS & JAIL-SUPPLIES	390.38
14. ISBA	PUBLIC DEF-DUES	36.53
15. LORI SIMS	COURT-MISC	171.00
16. QUILL	GRANT FUNDING-ELECTION	9.87
17. RAY O'HERRON	SHERIFF-UNIFORM	141.71
18. REBEKAH BURGESS	ADM-FEES	118.00
19. STEPHAN BARBER	JAIL-MEDICAL SERVICES	275.00
20. THE OIL CAN	SHERIFF-AUTO MAINT	68.00
21. WES MILLER	CORONER-TRAVEL	162.72
22. ZINK CENTER	REPAIRS TO COUNTY BUILDING	10.43
	TOTAL	4938.83