RESOLUTION 2015-0601

A RESOLUTION APPROVING THE PLAN OF FINANCE AND ISSUANCE OF HOSPITAL FACILITY REVENUE BONDS BY OGLE COUNTY, ILLINOIS FOR THE BENEFIT OF ROCHELLE COMMUNITY HOSPITAL.

WHEREAS, Ogle County, Illinois (the "County"), is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois; and

WHEREAS, Rochelle Community Hospital Association (the "Hospital") has requested that the County issue its Hospital Facility Revenue Bonds, Series 2015 (Rochelle Community Hospital Association) in one or more series in an aggregate principal amount not to exceed $9,000,000 (the "Bonds") and loan the proceeds thereof to the Hospital; and

WHEREAS, the Hospital has represented to the County that the Hospital will use all of the proceeds of the Bonds to accomplish a plan of finance (the "Project") consisting of (a) paying the costs of acquiring, constructing, installing, renovating and equipping a two-story medical office building to be owned and operated by the Hospital and to be located at the Hospital's health care campus (the "Campus") at 900 North 2nd Street in Rochelle, Illinois, and other general improvements to the Campus or reimbursing the Hospital therefor, and (b) paying costs of issuing the Bonds; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires the approval of the Project and the Bonds by an applicable elected representative of the governmental unit which is to issue the Bonds after a public hearing following reasonable public notice; and

WHEREAS, the County Board of the County (the "County Board") constitutes such an applicable elected representative; and

WHEREAS, the public hearing (the "Hearing") was held by the County Board on the date hereof concerning the Project and the issuance of the Bonds; and

WHEREAS, a copy of the public notice (the "Notice") of the Hearing describing the Project and the issuance of the Bonds was published in the Chicago Sun-Times on May 28, 2015, which is not fewer than 14 days prior to the date hereof; and

WHEREAS, for purposes of satisfying Section 147(f) of the Code and based on the representations of the Hospital regarding the Project and the issuance of the Bonds, it is deemed necessary and advisable that this resolution (this "Resolution"), prepared by Kutak Rock, LLP, as bond counsel, for consideration by the County Board, be adopted; and

WHEREAS, a copy of this Resolution has been made available for public inspection prior to its consideration by the County Board;
NOW, THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The Project and the issuance of the Bonds by the County is hereby approved.

Section 2. The approval set forth in Section 1 above shall be solely for the purposes of Section 147(f) of the Code.

Section 3. This Resolution shall take effect and be in full force immediately after its adoption by the County Board.

THIS RESOLUTION HAVING BEEN DULY CONSIDERED AND VOTED UPON WAS PASSED AND APPROVED THIS JUNE 16, 2015.

Kim P. Gouker
Chairman, Ogle County Board

Attest:

Rebecca Huntley
Rebecca Huntley
Ogle County Clerk
RESOLUTION 2015 - 0601

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF OGLE COUNTY, ILLINOIS HOSPITAL FACILITY REVENUE BONDS, SERIES 2015 (ROCHELLE COMMUNITY HOSPITAL ASSOCIATION PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $9,000,000; AUTHORIZING THE EXECUTION AND DELIVERY BY THE COUNTY OF SAID SERIES 2015 BONDS, A BOND INDENTURE, A LOAN AGREEMENT, A NOTE, A MORTGAGE, A SECURITY AGREEMENT, AN INTERCREDITOR AGREEMENT AND ANCILLARY TAX AND CLOSING DOCUMENTS IN CONNECTION THEREWITH; MAKING DETERMINATIONS AS TO OTHER MATTERS RELATED TO SUCH FINANCING; AND REPEALING ACTION HERETOFORE TAKEN IN CONFLICT HEREWITH.

WHEREAS, Ogle County, Illinois (the “County”) is authorized by 50 ILCS 445/1 et. seq. (the “Industrial Building Revenue Bond Act” or the “Act”) to issue bonds to finance the cost, in whole or in part, of the construction, rebuilding, acquisition, improvement or extension of an “industrial project,” as defined in the Act, which cost of such activities may include the actual or estimated cost of issuing such bonds; and

WHEREAS, in order to provide for a loan (the “Loan”) to be used by the Rochelle Community Hospital Association (the “Borrower”) to (a) finance or reimburse the Borrower for all or a portion of the cost of construction, rebuilding, acquisition, improvement or extension of certain “industrial projects,” as defined in the Act, consisting primarily of the acquisition, construction, installation, renovation and equipping of a two-story medical office building located at the Borrower’s health care campus in Rochelle, Illinois and other general improvements to the health care campus at Rochelle, Illinois and (b) pay the costs of issuing the Series 2015 Bonds (as hereinafter defined) (collectively, the “Financing Purposes”), the County hereby determines to issue its Ogle County, Illinois Hospital Facility Revenue Bonds, Series 2015 (Rochelle Community Hospital Association Project) (the “Series 2015 Bonds”) in an aggregate principal amount of not to exceed $9,000,000; and

WHEREAS, pursuant to and in accordance with the Act, the Series 2015 Bonds will be issued pursuant to an Indenture of Trust, dated as of June 1, 2015 (the “Bond Indenture”), by and between the County and First National Bank of Omaha, as trustee (the “Bond Trustee”), and the proceeds of the Series 2015 Bonds will be loaned by the County to the Borrower under a Loan Agreement, dated as of June 1, 2015 (the “Loan Agreement”), by and between the County and the Borrower; which Loan Agreement will be assigned by the County to the Bond Trustee (except with respect to certain rights of the County reserved therein); and

WHEREAS, the Series 2015 Bonds will be purchased by First National Bank of Omaha (the “Initial Purchaser”); and

WHEREAS, the obligation of the Borrower to repay the Loan will be further secured by a promissory note (the “Note”), the form of which is contained in the Loan Agreement, evidencing
the indebtedness pursuant to such Loan from the Borrower payable to the order of the County pursuant to the Loan Agreement, which Note shall be assigned by the County to the Bond Trustee; and

WHEREAS, the Series 2015 Bonds will also be secured by a Mortgage and Security Agreement with Assignment of Rents, dated as of June 1, 2015 (the “Mortgage”), from the Borrower to the County; a Security Agreement, dated as of June 1, 2015 (the “Security Agreement”), by and between the Borrower and the County; and an Intercreditor Agreement, dated as of June 1, 2015 (the “Intercreditor Agreement”), by and among First National Bank of Omaha, the City of Rochelle, Ogle County, Illinois, the County and the Borrower; which Mortgage, Security Agreement and Intercreditor Agreement will be assigned by the County to the Bond Trustee; and

WHEREAS, there has been presented to the Board Members of the County (the “Board”) the proposed forms of the Bond Indenture (which also includes the form of the Series 2015 Bonds), the Loan Agreement (which also includes the form of the Note), the Mortgage, the Security Agreement and the Intercreditor Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board and the officers of the County directed toward the financing of the Financing Purposes and the issuance, sale and delivery of the Series 2015 Bonds be, and the same is, hereby ratified, approved and confirmed.

Section 2. The County shall finance the cost of the Financing Purposes in accordance with the provisions of the Bond Indenture, the Loan Agreement, the Mortgage, the Security Agreement and the Intercreditor Agreement.

Section 3. The County hereby finds and determines that the issuance of the Series 2015 Bonds by the County to finance the Financing Purposes will increase or maintain employment in Ogle County, Illinois, thereby reducing the evils associated with unemployment and underemployment in the State of Illinois.

Section 4. To defray the cost of the Financing Purposes, there is hereby authorized and created the following issue of revenue bonds designated the “Ogle County, Illinois Hospital Facility Revenue Bonds, Series 2015 (Rochelle Community Hospital Association Project)” to be issued as draw-down bonds in an aggregate principal amount of not to exceed $9,000,000 pursuant to the terms of the Bond Indenture. The Series 2015 Bonds shall be issued as fully registered bonds in the principal amounts provided in the Bond Indenture, but not to exceed an aggregate principal amount of $9,000,000. The Series 2015 Bonds shall be dated the closing date thereof, shall be payable on the dates and in the principal amounts provided in the Bond Indenture, and shall mature as provided in the Bond Indenture, but not later than June 1, 2055. The Series 2015 Bonds shall initially bear interest at a rate of 2.75% per annum, subject to adjustment on the Rate Reset Date (as defined in the Bond Indenture); provided, however, that the interest rate on the Series 2015 Bonds shall not exceed 12% per annum. The Series 2015
Bonds may be redeemed and prepaid prior to maturity and are subject to tender as provided in the Bond Indenture and shall be in substantially the form provided in the Bond Indenture.

The Series 2015 Bonds shall be sold by the County to the Initial Purchaser at a price equal to the par amount of the Series 2015 Bonds, and the Initial Purchaser shall execute an Investment Letter in substantially the form contained as Exhibit A to the Bond Indenture; provided, however, that the Initial Purchaser may charge a loan fee of not to exceed $9,500 in connection with the issuance of the Series 2015 Bonds.

The County shall loan the proceeds of the Series 2015 Bonds pursuant to the Loan Agreement to the Borrower to finance the Financing Purposes.

The Series 2015 Bonds shall be further secured by the Mortgage, the Security Agreement, and the Intercreditor Agreement, which Mortgage, Security Agreement and Intercreditor Agreement will be assigned by the County to the Bond Trustee.

Section 5. The forms, terms and provisions of the Bond Indenture, the Loan Agreement (including the form of the Note contained therein), the Mortgage, the Security Agreement and the Intercreditor Agreement are hereby approved, and the County shall enter into the Bond Indenture, the Loan Agreement, the Note, the Mortgage, the Security Agreement and the Intercreditor Agreement in substantially the forms of such documents presented to the Board at this meeting with such changes therein as shall be approved by the Ogle County State’s Attorney, which such approval shall be conclusively evidenced by the execution and delivery of such documents by the Chairman of the Board; and the Chairman of the Board of the County is hereby authorized and directed to execute, endorse (as applicable) and deliver the Bond Indenture, the Loan Agreement, the Note, the Mortgage, the Security Agreement and the Intercreditor Agreement, and to assign the Loan Agreement, the Note, the Mortgage, the Security Agreement, and the Intercreditor Agreement to the Bond Trustee and the County Clerk is hereby authorized and directed to affix the seal of the County to, and attest, the signature of the Chairman on, such documents.

Section 6. The form, term and provisions of the Series 2015 Bonds, in substantially the form contained in the Bond Indenture, are hereby approved, with such changes therein as are not inconsistent herewith; and the Chairman of the Board of the County is hereby authorized and directed to execute the Series 2015 Bonds, either by manual or facsimile signature, and the County Clerk is hereby authorized and directed to attest and deliver the Series 2015 Bonds, and the seal of the County or a facsimile thereof is hereby authorized to be affixed to the Series 2015 Bonds.

Section 7. In consideration of the purchase and acceptance of the Series 2015 Bonds by those who shall own the same from time to time, the provisions of this resolution shall be part of the contract of the County with the owners of the Series 2015 Bonds and shall be deemed to be and shall constitute a contract between the County and each owner from time to time of the Series 2015 Bonds.

Section 8. Pursuant to 50 ILCS 445/7 of the Act, the Series 2015 Bonds shall contain a recital that the Series 2015 Bonds are issued under authority of the Act, and such recital shall be
conclusive evidence of the validity and the regularity of the issuance of the Series 2015 Bonds after its delivery for value.

Section 9. The members and officers of the County shall take all action necessary or reasonably required by the parties to the Bond Indenture, the Loan Agreement, the Mortgage, the Security Agreement and the Intercreditor Agreement to effectuate their provisions and shall take all action necessary or desirable in conformity with the Act to finance the Financing Purposes, and for carrying out the transactions contemplated by this resolution, including without limitation the execution and delivery of any other agreements, purchase agreement, tax documents or agreement or required certificates or other closing documents to be delivered in connection with the sale and delivery of the Series 2015 Bonds.

Section 10. PURSUANT TO THE ACT, NO HOLDER OF ANY SERIES 2015 BOND HAS THE RIGHT TO COMPEL ANY EXERCISE OF TAXING POWER OF THE COUNTY TO PAY THE PRINCIPAL OR THE INTEREST THEREON, AND THE SERIES 2015 BONDS DO NOT EVIDENCE A DEBT OF THE COUNTY OR A LOAN OR CREDIT EXTENDED TO THE COUNTY OF THE BONDS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

Section 11. After the Series 2015 Bonds are issued, this resolution shall be and remain irrepealable until the Series 2015 Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 12. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 13. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 14. This resolution shall be in full force and effect upon its passage and approval.
PASSED, ADOPTED AND APPROVED this 16th day of June 2015.

Kim P. Gouker, Chairman, Ogle County Board

Rebecca Huntley, Ogle County Clerk
RESOLUTION R-2015-0602 and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Mental Health 708 Board by the Ogle County Board,
AND WHEREAS, the name of

Lowell E. Harp
209 South 7th Street
Oregon, IL 61061

who is an elector of said district, is presented to the Ogle County Board for approval of
appointment,
BE IT HEREBY RESOLVED, the appointment is for an unexpired term that ends
December 31, 2018.

Voted upon and passed by the Ogle County Board on June 16, 2015.

Kim P. Gouker, Chairman
Ogle County Board

Rebecca Huntley, Ogle County Clerk
RESOLUTION R-2015-0603
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Mental Health 708 Board by the Ogle County Board,
AND WHEREAS, the name of

Tracy A. Brooks
5573 S Beebe Dr
Rochelle, IL 61068

who is an elector of said district, is presented to the Ogle County Board for approval of
appointment,
BE IT HEREBY RESOLVED, the appointment is for an unexpired term that ends
December 31, 2018.

Voted upon and passed by the Ogle County Board on June 16, 2015.

Kim P. Gouker, Chairman
Ogle County Board

Rebecca Huntley, Ogle County Clerk
RESOLUTION R-2015-0604
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Byron Museum District by the Ogle County Board,
AND WHEREAS, the name of

John M. Hess
8624 Olympia Dr
Byron, IL 61010

who is an elector of said district, is presented to the Ogle County Board for approval of
appointment,
BE IT HEREBY RESOLVED, the appointment is for a term that ends June 30, 2020.

Voted upon and passed by the Ogle County Board on June 16, 2015.

Kim P. Gouker, Chairman
Ogle County Board

Rebecca Huntley, Ogle County Clerk
RESOLUTION 2015-0605

Whereas, the Ogle Board Chairman has received a notice of resignation from Bob Godman on the Board of Review as a Republican candidate;

NOW, THEREFORE, BE IT RESOLVED that the Ogle County Board does officially accept said resignation.

Accepted by the Ogle County Board on June 16, 2015.

Kim P. Gouker
Ogle County Board Chairman

Rebecca Huntley
Ogle County Clerk
Bob & Carol Godman
5826 E Bradley Rd
Byron IL 61010

June 5, 2015

Kim Gouker,

It is with a heavy heart that I have to submit my resignation from the Ogle County Board of Review effective June 26, 2015. We have sold our house as of that date and will be moving to our house in Florida.

I am sorry to leave after serving 20 years as a tax assessor and three years on the Board of Review. I really enjoyed both positions. It was a pleasure to work with Jim Harrison and the girls in his office.

With all the financial troubles my one recommendation would be to dissolve township government. It duplicates what the County can do more efficiently. Think of all the road graders that could be “retired”.

Sincerely,

Bob
RESOLUTION 2015-0606

Whereas, the Ogle Board Chairman has received a notice of resignation from Jim Egyed of the Oregon Fire Protection District;

NOW, THEREFORE, BE IT RESOLVED that the Ogle County Board does officially accept said vacancy.

Accepted by the Ogle County Board on June 16, 2015.

Kim P. Gouker  
Ogle County Board Chairman

Rebecca Huntley  
Ogle County Clerk
Resignation
Kim P. Gouker [ogle@gouker.net]
Sent:Wednesday, June 10, 2015 1:19 PM
To: County Clerk

Subject: Resignation
Resent-Date: Sun, 7 Jun 2015 17:36:13 -0500 (CDT)
Resent-From: kgouker@oglecounty.org
Date: Sun, 7 Jun 2015 22:36:06 +0000
From: j.egyed@comcast.net
To: ogle@gouker.net, jfinfrock@oglecounty.org, Brian <stuartb@oglecom.com>, Sharon De Arvil <sharon_dearlil@yahoo.com>
CC: Cecilia Zimmerman <ofpd100@gmail.com>

To all:

Effective today, I am resigning as a trustee of the Oregon Fire Protection District. I’ve enjoyed serving the residents of the Oregon Fire Protection District, but feel it is time to leave.

Brian or Sharon, let me know when I can meet you at the district office to pick up my personal belongings and turn in my key.

Sincerely,

Jim Egyed
RESOLUTION 2015-0607

2015 Budget Amendment

WHEREAS, from time to time an emergency arises and it is necessary to increase an appropriation in order to conduct the County business in an orderly fashion,

THEREFORE, BE IT RESOLVED, that the County Revolving Vehicle Purchase Fund increase its total appropriation for Fiscal Year 2015 as follows.

Amended Appropriation

$185,000.00  184.00.4755
Non-Departmental - Vehicle Purchase

Additional Appropriation  Second 2015 Budget Amendment

$50,000.00  184.00.4755
Non-Departmental - Vehicle Purchase

Amended Appropriation

$235,000.00  184.00.4755
Non-Departmental - Vehicle Purchase

APPROVED this 16th day of June, 2015
OGLE COUNTY FINANCE COMMITTEE

Greg Sparrow, Chairman
Kim Gouker
Rich Gronewold
Lyle Hopkins
Patricia Nordman

John O'Brien
Zach Oltmanns
Martin Typer
Bill Welty
DELEGATION AGREEMENT

BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND OGLE COUNTY

A JOINT AND COOPERATIVE SOLID WASTE MANAGEMENT SITE INSPECTION,
INVESTIGATION AND ENFORCEMENT PROGRAM

I. AUTHORITY

The Illinois Environmental Protection Agency ("Illinois EPA") is an agency established in the executive branch of State government, having the duty and authority, inter alia, to conduct a program of continuing surveillance and of regular or periodic inspection of refuse disposal sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, et seq. (2002)) ("Act"), and regulations adopted thereunder ("regulations").

The County of Ogle ("County") is a unit of local government organized and existing under the laws of Illinois. The Ogle County Solid Waste Management Department, an agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County. Article VII, Section 10, Constitution of Illinois, 1970, provides in part:

a) Units of local government . . . may contract . . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance . . .

Section 4(r) of the Illinois Environmental Protection Act (415 ILCS 5/4(r)) (2002), provides:

The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.

1. The Illinois EPA hereby delegates its solid waste management site inspection, investigation and enforcement authority, pursuant to the terms

1
and conditions of this Delegation Agreement and Enforcement Management System, to the County. All inspecting, investigating and enforcement functions not specifically delegated in this Delegation Agreement are retained by the Illinois EPA. Other than to the Ogle County Solid Waste Management Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Solid waste management site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County are expressly excluded from the delegation of authority in this Delegation Agreement.

II. **PURPOSE**

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting solid waste management sites in the County, for sharing information obtained regarding solid waste disposal in the County, and for follow-up activity in situations where violations of environmental laws are detected.

III. **DEFINITIONS**

As used herein, the term "remedial action" includes, but is not limited to, those actions consistent with any technical remedy or clean-up undertaken at a solid waste management site. Remedial actions include, but are not limited to, storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, clean-up of released contaminants, recycling or re-use, diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers, collection of leachate and runoff, on-site treatment or incineration,
monitoring, closure and post-closure activity, and any action involving Illinois EPA permits or approvals.

As used herein, the term “solid waste management site(s)” or “site(s)” means permitted sanitary landfills, permit exempt landfills, open dumps, and other types of solid waste storage, transfer, treatment or disposal sites including, but not limited to, used tire storage sites, compost sites, deep wells, pits, ponds, lagoons, impoundments, uncontaminated soil fill operations and clean construction and demolition debris sites. This term does not refer to solid waste management sites or those portions of a solid waste management site that manage “hazardous waste,” as defined under state and federal law or site(s) owned or operated, in whole or in part, by the Counties.

As used herein, the term “inspection” and “investigation” includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and reproduction of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

IV. RESPONSIBILITIES OF THE COUNTY

A. INSPECTION AND INVESTIGATION

Pursuant to this Delegation Agreement, the County through the Ogle County Solid Waste Management Department shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to make inspections and conduct investigations of solid waste management sites under the Act and regulations adopted thereunder. The County shall inspect and investigate solid waste management sites as well as enforce applicable provisions of the Act and regulations in accordance with the Enforcement Management System (“EMS”) that is provided to the County by Illinois EPA. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA or
others pursuant to the EMS may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act.

The County shall conduct their inspection, investigation and enforcement program in accordance with the EMS. The EMS requires, in addition to other program operations, various time constraints applicable to program operations, along with forms and written formats to be utilized. The parties recognize that the Illinois EPA may, from time to time, change the EMS and the revised EMS is forwarded to the County.

Before any employee of the County inspects or investigates a solid waste management site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections and investigations. The County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection and investigation, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) days following the successful completion of such training course. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) days following the successful completion of such training course after demonstrating competency to the Regional Manager.

B. ENFORCEMENT

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the
Illinois EPA and County agree that the State's Attorney may bring actions for violations of any section of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct all non-hazardous solid waste management site inspection, investigation and enforcement pursuant to the terms and conditions of the Delegation Agreement. Further, the County agrees to utilize the EMS, to the degree applicable, when by reason of this Delegation Agreement, a case is developed by the certified inspector and results in the issuance of Administrative Citation or referral for formal enforcement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement and EMS, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the Illinois EPA for remedial actions is to utilize, to the fullest extent possible, the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action it initiates outside the format of the Delegation Agreement and EMS, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agrees that, upon request, each will
provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with one another with any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including the matter of regularly scheduled Enforcement Decision Group ("EDG") meetings. The Agency strongly suggests that these meetings be held: when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a solid waste management site in the County.

V. RESPONSIBILITIES OF THE ILLINOIS EPA

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections of solid waste management sites in the County. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action outside the format of the Delegation Agreement and EMS, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings.

The Illinois EPA agrees that its employee(s) shall cooperate fully and completely with the County, including, but not limited to, review all reports and provide guidance and recommendations for improved quality, responding to questions, offering testimony in any
enforcement matter instituted against a solid waste management site in the County. Nothing in
this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and
regulatory discretion regarding inspection, investigation or enforcement matters.

VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS

The Illinois EPA shall, consistent with Section 7 of the Act 415 ILCS 5/7, forward to the
County copies of all applications for solid waste management site permits and/or supplemental
permits, variances and adjusted standards as they are received for solid waste management sites
in the County. The Illinois EPA shall also forward to the County copies of each permit
application approval and denial. The issuance of solid waste management site permits, variances
and adjusted standards required by the Act and regulations shall remain the sole discretion and
responsibility of the Illinois EPA. The County shall forward any written statements regarding
any applications for solid waste management site permits and/or supplemental permits to the
Illinois EPA, Manager - Permits Section, Bureau of Land.

The County shall comply with the provisions of 415 ILCS 5/7 and 2 Ill. Adm. Code
1828.202 relating to the non-disclosure of any confidential information received from the Illinois
EPA under this Delegation Agreement. In addition, the County shall comply with Part 130 of
the Illinois Pollution Control Board regulations involving companies with trade secret
information.

VII. GENERAL PROVISIONS

If the Illinois EPA provides an Enforcement Grant to the County, it shall be issued in
accordance with the Procedures for Issuing Solid Waste Planning and Enforcement Grants as set
forth at 35 Ill. Adm. Code 870, as amended from time to time; and such funds shall be used by
the County only for purposes set forth in said Enforcement Grant. Obligations of the State will
cease immediately without penalty of further payment being required if in any fiscal year the
Illinois General Assembly fails to appropriate or otherwise make available funds for this agreement.

**INSPECTIONS AND INVESTIGATIONS**

The County shall maintain a formalized record of all inspections, compliance, formal enforcement and Administrative Citation activities. The information recorded shall include: (1) relevant dates; (2) number of inspections; (3) facilities inspected; (4) volume in cubic yards of refuse or waste remediated at open dump sites; (5) the status of all compliance and enforcement activities; and (6) the amount of any penalties, interest or restitution collected or due and owing. The Administrative Citation payment process works in this way. The violator will make out two separate checks: one to the Illinois EPA for half of the amount of the fine and one to the delegated partner for the other half of the fine. This will make it possible for each creditor to directly take collection action for a portion due to it. This information shall be made available to the Illinois EPA upon request.

1. **INSPECTION REPORT FORMS**

   Each time an Inspector conducts an inspection or investigation of a solid waste management site, the Inspector shall utilize and complete an inspection report that consists of: (1) an inspection checklist; (2) a narrative; (3) a site sketch or map; (4) photographs documenting site conditions; and (5) any appropriate supporting documents. While conducting inspections and investigations, the Inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes. After completing the inspection or investigation, the Inspector shall complete the inspection report within thirty (30) days after the date of the inspection. The Inspector shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections or investigations.
The original completed report should be maintained by the Ogle County Solid Waste Management Department; one copy shall be forwarded to the Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to the Illinois EPA, Bureau of Land, Waste Reduction and Compliance Section. Copies of the inspection report should be forwarded to the Illinois EPA and the owner and operator no later than thirty-five (35) days after the date of the inspection or investigation. Inspection report forms and/or inspection checklists shall be supplied to the County by the Illinois EPA. If at any time in the future the Illinois EPA changes an inspection report form, the County shall begin using the new inspection report form immediately upon receiving copies from Illinois EPA.

2. INSPECTION SCHEDULE

Before conducting any independent inspections or investigations pursuant to the Delegation Agreement, the Inspector must first be certified by Illinois EPA after completing a training program supervised or approved by the Illinois EPA. Before conducting an inspection or investigation of an Illinois EPA permitted site, the Inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the pollution control facilities within their jurisdiction on a schedule under its scope of work in their Program’s Fact Sheet handed out at the performance evaluation meetings. The County and Illinois EPA understand that it will be necessary for the County to conduct impromptu inspections or investigations of Illinois EPA

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1 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

2 Any training program for County Inspectors shall include, but not be limited to, actual, supervised inspections of solid waste sites.
permitted sites without having had time to notify the Illinois EPA prior to such inspection or investigations, but this is to be the exception rather than the usual course of operation.

Inspections and investigations of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections and investigations of any site subject to the Delegation Agreement and EMS upon the request of Illinois EPA and upon any citizen complaint alleging violations of the Act and regulations.

The County shall forward to Illinois EPA copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement or EMS.

From time to time, Illinois EPA engages in inspections and investigations with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections and investigations are outside the scope of the Delegation Agreement and EMS. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Rockford Regional Manager\(^3\), Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement and EMS, and the Director of the Ogle County Solid Waste Management Department shall be the County's representative.

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\(^{3}\) The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes. The Illinois EPA has a regional office in the region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties. In the case of the Chicago Metropolitan Area this work has been assigned to the Public Service Administrator in Illinois EPA's Chicago office.
VIII. EFFECTIVE DATE - TERMINATION - AMENDMENT - SEVERABILITY

The Delegation Agreement shall take effect on the date of signing by all parties, and shall remain in effect until **June 30, 2020** unless terminated earlier by either party giving thirty (30) days prior written notice of termination to the other party. The Delegation Agreement and EMS may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County’s inspection and enforcement program. Illinois EPA and the County may elect to extend this Delegation Agreement and EMS under terms and for a period of time to be agreed upon. Amendment of the Delegation Agreement and EMS may be made at the sole discretion of Illinois EPA upon written notice to the County.

It is the intent of Illinois EPA and the County that this Delegation Agreement shall stand on its own merit and shall not be affected by the issuance, failure to issue or termination of any Enforcement Grant. The Delegation Agreement and EMS shall terminate or be amended only as specified herein. If the Delegation Agreement and EMS are terminated, any Enforcement Grant provided by the Illinois EPA to the County shall automatically be terminated.

If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY ACCEPTED AND AGREED TO:

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

By: [Signature]
Lisa Bonnett, Director

Date: **6/10/15**

**OGLE COUNTY**

By: [Signature]
Kim R. Gouker, Chairman

Type or Print Name
RESOLUTION 2015-0609

A RESOLUTION IN SUPPORT OF THE CITY OF ROCHELLE’S APPLICATION TO
THE UNITED STATES DEPARTMENT OF TRANSPORTATION’S
TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY
(TIGER) GRANT PROGRAM FOR THE LEE-OGLE FREIGHT RAIL EXPANSION
PROJECT

WHEREAS, the Department of Transportation reviews and considers applicants for the Transportation Investment Generating Economic Recovery (TIGER) grants, the County of Ogle wishes to voice its fullest support for the City of Rochelle’s TIGER application for the Lee-Ogle Freight Rail Expansion Project; and

WHEREAS, this project exemplifies all the facets of smart investments of public funds, and will promote economic and industrial development, more efficient transport of goods and materials, a cleaner environment, improved safety, and expanded intermodal transportation options in northern Illinois, and

WHEREAS, the City of Rochelle Railroad (CIR) provides a valuable resource that allows train switching to a number of industrial users, but currently is at capacity and requires expansion in order to accommodate industrial growth and more efficient switching of unit trains.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The County of Ogle recognizes the regional benefits of the Lee-Ogle Freight Rail Expansion Project.

Section 2. The County of Ogle supports the City of Rochelle’s application to the DOT’s TIGER grant program for $12,650,000.

PASSED BY THE BOARD of the County of Ogle, Illinois at a regular meeting thereof held on the 16th day of June, 2015.

ATTEST:

Rebecca Huntley
County Clerk

Kim P. Gouker
County Board Chairman
Resolution 2015-0610

Resolution to Authorize Long Range Planning Invoices

WHEREAS, on June 16, 2015, the Ogle County Board reviewed a summary of proposed Long Range Planning expenses;

NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board authorizes payment of Long Range invoices totaling $14,001.84 for the following:

<table>
<thead>
<tr>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Widmer Interiors</td>
<td>Desk Chairs &amp; other Furniture</td>
<td>$7,379.38</td>
</tr>
<tr>
<td></td>
<td>Accessories for Public Safety Complex</td>
<td></td>
</tr>
<tr>
<td>Zones Inc.</td>
<td>Wireless Keyboards for Public Safety Complex</td>
<td>$281.25</td>
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<tr>
<td>Fischers, Inc.</td>
<td>Computer Supplies &amp; Equipment for Public Safety Complex</td>
<td>$379.27</td>
</tr>
<tr>
<td>Ogle County Collector</td>
<td>2014 Real Estate Taxes - 501 W. Washington Street, Oregon</td>
<td>$5,961.94</td>
</tr>
<tr>
<td></td>
<td>102 S. 5th Street, Oregon</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL:</td>
<td>$14,001.84</td>
</tr>
</tbody>
</table>

Presented and Approved at the June 16, 2015, Ogle County Board Meeting.

Attest:

Rebecca Huntley, Ogle County Clerk

Kim P. Gouker, Ogle County Board Chairman
R-2015-0611
RESOLUTION

FOR COUNTY CONSTRUCTION

BE IT RESOLVED by the County Board of Ogle County, Illinois, that the following County project be constructed:

UST Removal 501 W Washington St

BE IT FURTHER RESOLVED that the County share be made from the Long Range Planning Fund;

WHEREAS, proposals were received at the office of the County Engineer of Ogle County on June 5, 2015 at 3:30 PM for the above project;

WHEREAS, the following proposal was submitted by:

Stiles Inc. $15,282.50

WHEREAS, the Long Range Planning Committee of Ogle County reviewed the proposals and recommends its approval;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of $18,000 for the County portion of said project.

BE IT FURTHER RESOLVED that the above proposal be accepted and awarded subject to no protests being filed.

STATE OF ILLINOIS)

) SS

COUNTY OF OGLE )

I, Rebecca Huntley, County Clerk in and for said County, in the State aforesaid, 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 County Board of Ogle County, at its regular meeting held at Oregon on June 16, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 16th day of June, A.D. 2015.

Rebecca Huntley
County Clerk
R-2015-0612
RESOLUTION

FOR COUNTY CONSTRUCTION

BE IT RESOLVED by the County Board of Ogle County, Illinois, that the following County project be constructed:

501 W Washington St. Property Project

BE IT FURTHER RESOLVED that the County share be made from the Long Range Planning Fund;

WHEREAS, project cost reviewed by Long Range Planning of Ogle County on June 9, 2015 at 4:00PM for the above project;

WHEREAS, the following project estimate was provided by:

| County Engineer | $203,500.00 |

WHEREAS, the Long Range Planning Committee of Ogle County reviewed the project costs and recommends its approval to the Ogle County Board;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of $215,000.00 For the County project.

BE IT FURTHER RESOLVED that the above project which is phase one and includes; Removal of tanks and building on said property, parking lot design of said property including adjacent property to the south, and construction of parking lot on said property.

STATE OF ILLINOIS) ) SS
COUNTY OF OGLE )

I, Rebecca Huntley, County Clerk in and for said County, in the State aforesaid, 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 County Board of Ogle County, at its regular meeting held at Oregon on June 16, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 16th day of June, A.D. 2015.

[Signature]
County Clerk
<table>
<thead>
<tr>
<th>Municipality</th>
<th>Illinois Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township</td>
<td>Marion</td>
</tr>
<tr>
<td>County</td>
<td>Ogle</td>
</tr>
<tr>
<td>Section</td>
<td>14-13115-00-BR</td>
</tr>
<tr>
<td>Name</td>
<td>Willett, Hofmann &amp; Associates, Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>809 East 2nd Street</td>
</tr>
<tr>
<td>City</td>
<td>Dixon</td>
</tr>
<tr>
<td>State</td>
<td>Illinois</td>
</tr>
</tbody>
</table>

THIS AGREEMENT is made and entered into this _______ day of ________, ________, 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Macklin Road Over Branch of Stillman Creek</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route</td>
<td>Macklin Road</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Termini</td>
<td>Station 17+00 to Station 23+00</td>
</tr>
</tbody>
</table>

Description:
All engineering work required for the removal and replacement of the three span precast prestressed concrete deck beam bridge and approach roadway work thereto. Exhibits A, B, C, D, E, F & G are also made part of this contract.

### Agreement Provisions

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
   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 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.
   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, 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.
   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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer
i. Box  Assist the LA in the tabulation and interpretation of the contractors' proposals

j. Box Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. Box Prepare the Project Development Report when required by the DEPARTMENT.

(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,

TO PAY THE ENGINEER AS COMPENSATION FOR ALL SERVICES PER ATTACHED SPECIAL PROVISIONS (EXHIBIT A)

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 1j, 1k and 6 in accordance with one of the following methods indicated by a check mark:

   a. Box A sum of money equal to _________ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. Box 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:

       | 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 paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES 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 payrolls, 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 paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. 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.

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 00 percent of the amount earned, may be made from time to time as the work progresses.

4. That the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h 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.

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 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:

Ogle County

ATTEST:

By

Ogle County Clerk

(Seal)

State of Illinois, acting by and through its

By

Kim P. Gouker

Title Board Chairman

Executed by the ENGINEER:

Willett, Hofmann & Associates, Inc.

809 East 2nd Street

Dixon, IL 61021

ATTEST:

By

Curt A. Bender, P.L.S.

Title Vice President

By

Ronald J. Steenken, P.E., S.E.

Title President & General Manager

Approved

Date Department of Transportation

Regional Engineer
EXHIBIT A

Special Provisions:

The LA Agrees,

Paragraphs 1, 2, 3, 4 & 5 of the AGREEMENT is/are amended to include the following agreement(s) of the parties:

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i, 1j, 1k, and 2, 3, 4, 5 & 6 under the ENGINEER AGREES at the hourly rates shown in Exhibit D for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. "Outside expenses" shall include traveling and out-of-pocket expense. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The personnel classification and rates of pay for the various personnel that may be employed on this improvement shall be within the limits shown in Exhibit D. The ENGINEER may sublet part of the services provided under paragraphs 1c & 1j, of the ENGINEER AGREES. The Sublet portion of paragraph 1c and 1j shall not exceed the amount shown in Exhibit B. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work.

The total cost of these services shall NOT EXCEED $53,742.17

(See Exhibit B & C)

The classifications of the employees used in the work should be consistent with the employees' 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.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the Local Government Prompt Payment Act and the following schedule:

a.) Monthly during the course of surveys and preparation of plans, special provisions, proposals and estimate of cost, payments equal to 100% of an amount arrived at as provided in paragraph 1 above but based on the work performed to date. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.
EXHIBIT A

b.) Upon completion of the services stipulated in paragraph 1c & 1j the total amount due for these services, in accordance with paragraph 1 above.

c.) Upon completion of detailed plans, special provisions, proposals, and estimate of cost to the satisfaction of the LA and the DEPARTMENT, 100 percent of the fee based on the provisions of paragraph 1 above for surveys and preparation of plans, less any amounts paid under "a & b" above.

3. 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 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER as compensation for all services performed up to the time he is notified in writing of such abandonment at the hourly rates stipulated in Exhibit D for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Materials, traveling and other out-of-pocket expense will be reimbursed to the ENGINEER at his actual cost.

4. That, should the LA require changes in any of the detailed plans, specifications, or estimates after they have been approved, the LA will pay the ENGINEER for such changes in accordance with paragraph 1 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.

5. To assist the ENGINEER by placing at his disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.

6. To guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.

7. To furnish the ENGINEER with a description of and the names of Owners and lien holders of property adjacent to the proposed improvement where such data is needed for the preparation of plans and/or right of way or easement plats.
LOCATION MAP

RANGE 11 EAST OF 4TH P.M.

BRIDGE LOCATION

MACKLIN ROAD OVER BRANCH OF STILLMAN CREEK
SECTION 14-13115-00-BR
MARION TOWNSHIP
TOWNSHIP ROUTE 103
S.N. 071-3113

OGLE COUNTY
ILLINOIS
EXHIBIT B
Page 1-1 of 1

Cost Estimate of Consultant Services

Route: Macklin Road
Project: Macklin Road over Br. of Stillman Creek
Section: 14-13115-00-BR
County: Ogle
<table>
<thead>
<tr>
<th>Item</th>
<th>Man Hours</th>
<th>Average Hourly Rate</th>
<th>Payroll</th>
<th>InHouse Direct Costs</th>
<th>Services By Others</th>
<th>Total (C)+(D)+(E)+(F)+(G)</th>
<th>% of Grand Total</th>
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</thead>
<tbody>
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<tr>
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<td>Hydrologic &amp; Hydraulic Calculations</td>
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May 6, 2015

EXHIBIT C
Pages 1-4 of 4

Average Hourly Project Rates

Route: Macklin Road
Project: Macklin Road over Br. of Stillman Creek
Section: 14-13115-00-BR
County: Ogle
### AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

Route: Macklin Road Over Branch of Stillman Creek  
Project: Bridge Replacement  
Section: 14-13115-00-BR  
County: Ogle  
City: Marion  
Exist Str No: 071-3113  
Type of Funding: Local  

Date: May 6, 2015  
Sheet: 1 of 4

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# AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

**Route:** Macklin Road Over Branch of Stillman Creek  
**Project:** Bridge Replacement  
**Section:** 14-13115-00-BR  
**County:** Ogle  
**City:** Marion  
**Exist Str No:** 071-3113  
**Type of Funding:** Local  
**Date:** May 6, 2015  
**Firm:** Willett, Hofmann & Associates, Inc.  
**Sheet:** 2 of 4

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<tr>
<td>Technician I</td>
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<td>$0.00</td>
<td>0.00%</td>
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<tr>
<td>Survey Worker Foreman</td>
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<td>Survey Worker</td>
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<td><strong>TOTALS:</strong></td>
<td><strong>12.0</strong></td>
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<td><strong>$106.17</strong></td>
<td><strong>24.0</strong></td>
<td><strong>100.00%</strong></td>
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EXHIBIT D
Page 1-1 of 1

General Rates for Engineering Services

Route: Macklin Road
Project: Macklin Road over Br. of Stillman Creek
Section: 14-13115-00-BR
County: Ogle
March 29, 2015
Exhibit D
GENERAL RATES FOR ENGINEERING SERVICES
(FIELD AND OFFICE)

<table>
<thead>
<tr>
<th>CLASSIFICATION OF EMPLOYEE</th>
<th>REGULAR HOURLY RATE</th>
<th>OVERTIME RATE</th>
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<tr>
<td></td>
<td>From</td>
<td>To</td>
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<tr>
<td>Principal Engineering Manager</td>
<td>$132.00</td>
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<td>Engineering Manager</td>
<td>$120.00</td>
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<td>Civil Engineer IV</td>
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<td>Civil Engineer III</td>
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<td>Civil Engineering Intern II</td>
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<td>Civil Engineering Intern I</td>
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<td>Architectural Intern II</td>
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<td>Architectural Intern I</td>
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<tr>
<td>Prof. Land Surveyor Manager</td>
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<td>Prof. Land Surveyor IV</td>
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<td>$120.00</td>
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<tr>
<td>Prof. Land Surveyor III</td>
<td>$69.00</td>
<td>$99.00</td>
</tr>
<tr>
<td>Prof. Land Surveyor (SIT) II</td>
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<td>Prof. Land Surveyor (SIT) I</td>
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<td>Technician IV</td>
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<td>$96.00</td>
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<td>Technician III</td>
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<td>Technician I</td>
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<td>$63.00</td>
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<tr>
<td>* Survey Worker Foreman</td>
<td>$60.00</td>
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<td>* Survey Worker</td>
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<tr>
<td>Administrative Assistant</td>
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<td>$72.00</td>
</tr>
<tr>
<td>Expenses and Materials</td>
<td>At Cost</td>
<td></td>
</tr>
</tbody>
</table>

* The hourly wages of these Classifications may be subject to the Illinois Prevailing Wage Act.

The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.

Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply only to office exclusive of the lunch period.
May 6, 2015

EXHIBIT E

Direct Costs

Route: Macklin Road
Project: Macklin Road over Br. of Stillman Creek
Section: 14-13115-00-BR
County: Ogle

NO DIRECT COSTS
EXHIBIT F

Subconsultant Agreement
Testing Service Corporation
Pages 1-8 of 8

Route: Macklin Road
Project: Macklin Road over Br. of Stillman Creek
Section: 14-13115-00-BR
County: Ogle
May 6, 2015

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann and Associates
809 East Second Street
Dixon, Illinois 61021

RE: P.N. 54,821
Geotechnical Exploration
Bridge Replacement
Macklin Road over Branch of Stillman Creek
Structure No. 071-3113
Township Route 103
Marion Township
Ogle County, Illinois

Dear Mr. Converse:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. Our proposal responds to a Request For Proposal (RFP) May 5, 2015 from Mr. Brian Converse of Willett, Hofmann and Associates (WHA) to Mr. Steven R. Koester, P.E. of TSC. The objectives of the Geotechnical Study are to explore soil conditions for the proposed bridge. This proposal includes a Prevailing Wage surcharge to the cost for drilling and sampling.

Project Description:

We understand that the project will consist of the replacement of the existing bridge with a new, similar length structure. The bridge is located on Macklin Road about 0.3 miles west of Stillman Road in Marion Township, Ogle County, Illinois.

Boring Program:

Per the RFP, it is proposed that the soil exploration phase of the study includes a total of two (2) soil borings, located on opposite sides of the proposed bridge location. The borings will be extended to an estimated depth of 75 feet, or to refusal, whichever comes first. A total of up to 150 lineal feet of drilling and sampling is proposed. Rock coring will be performed (one 5 to 10-foot run) at one (1) boring if sound rock is encountered in the upper 10 feet below the streambed elevation.

This proposal assumes that the site is accessible to conventional drilling equipment. This proposal does not include provision for tree/brush or other obstruction removal to access bore hole locations should access be impeded.
Utility clearance for the borings to be made will be obtained by TSC beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies. The utility clearance work outlined herein does not include secondary and private underground utilities that may be present. TSC will utilize personnel trained in layout procedures to locate the borings in the field. Ground surface reference elevations will be shot.

Soil samples will be obtained by split-spoon or thin-walled tube methods. Sampling will be performed at 2½ foot intervals for the first 30 feet, and normally not exceed 5 foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during drilling. Borings will be backfilled with bentonite chips or grout. It is assumed that a flagman will not be necessary to drill the borings, as it is understood that the road is lightly traveled.

Laboratory Testing:

Soil samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. RQD will be performed upon any rock core performed. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Report of Data Obtained:

Upon completion of sampling and testing, you will receive an engineering report, including a boring location plan and computer generated boring logs. The results of lab tests will also be presented on the logs. It is understood that no further analysis is required.

Fees and Scope:

To provide the Geotechnical Study outlined above, TSC is proposing a not-to-exceed budget amount of Eight Thousand Dollars ($8,000.00). This budget is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before September 30, 2015.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.
TSC's geotechnical investigation will not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Should an environmental investigation be desired by you, please contact the undersigned for a separate proposal.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing and Pavement Coring are covered activities under the Illinois Prevailing Wage Act (IPWA). This project, along with all other government funded transportation and infrastructure related projects is now under the guidelines of IPWA enforcement. The unit prices provided in the attached fee schedule are meant to comply with the IPWA, and therefore should be in agreement with the position taken by the IDOL.

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brian Converse  
Willett, Hofmann and Associates  
809 East Second Street  
Dixon, Illinois 61021  
Tel: 815.284.3381  
Fax: 815.284.3385

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our DeKalb, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION

[Signature]

Steven R. Koester, P.E.  
Vice President
Willett Hofmann & Associates Inc.
P.N. 54,821 - May 6, 2015

Enc:  General Conditions
      Project Data Sheet

Approved and accepted for Willett, Hofmann & Associates, Inc. by:

[Signature]
(NAME)

[Title]
(TITLE)

5/8/2015
(DATE)
## COST ESTIMATE

Geotechnical Exploration  
Bridge Replacement  
Macklin Road over Branch of Stillman Creek  
Structure No. 071-3113  
Township Route 103  
Marion Township  
Ogle County, Illinois  
TSC P.N. 54,821

<table>
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<tr>
<th>ITEM</th>
<th>UNITS</th>
<th>QTY</th>
<th>RATE</th>
<th>COST</th>
</tr>
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<tr>
<td><strong>STAKING AND UTILITY CLEARANCE</strong></td>
<td></td>
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<td></td>
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<tr>
<td>1.1 Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities</td>
<td>Lump Sum</td>
<td>1.0</td>
<td>200.00</td>
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<td>1.2 Permits, Bonds and Other Direct Charges</td>
<td>Cost + 10%</td>
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<td><strong>DRILLING AND SAMPLING</strong></td>
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<tr>
<td>DRILL RIG WITH 2-MAN CREW (Travel, Standby or Obstruction Time)</td>
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<td>2.1 Rig and Crew, Per Day</td>
<td>Day</td>
<td>2.0</td>
<td>3,150.00</td>
<td>$6,300.00</td>
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<td><strong>TRAFFIC CONTROL</strong></td>
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<tr>
<td>3.1 Provide 2 flagmen with traffic control signs (Time and Materials)</td>
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<td>3.2 Provide traffic control signs and cones</td>
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<td><strong>LABORATORY TESTING</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>4.1 Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System</td>
<td>Each</td>
<td>42.0</td>
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<td>4.2 Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)</td>
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<td>4.3 Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)</td>
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<td>4.4 Dry Unit Weight Determination</td>
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<td>4.5 Geologist or Engineer to perform RQD on core run</td>
<td>Per Run</td>
<td>0.0</td>
<td>50.00</td>
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<td><strong>ENGINEERING SERVICES</strong></td>
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<tr>
<td>5.1 Coordinate Project, Prepare Letter with Boring Logs and Location Plans</td>
<td>Lump Sum</td>
<td>1.0</td>
<td>600.00</td>
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<td>6.2 Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses</td>
<td>Hour</td>
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<td>RATE</td>
<td>COST</td>
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<td>5.3</td>
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ESTIMATED TOTAL: $7,790.00

RECOMMENDED BUDGET: $8,000.00
GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of such party for the purpose of ordering and directing said services, and in such case the term “Client” shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the integrity and freedom from defects of the services ordered by Client are adequate and sufficient for Client’s Intended purpose. Unless otherwise expressly assumed in writing, TSC’s services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC’s proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, TSC agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located therein as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC’s normal markup for overhead and profit.

4. CLIENT’S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any point at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC’s services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended (“RCRA”) or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC’s sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client’s construction personnel will verify that the pad is properly located and sized to meet Client’s projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC’s recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been made and completed and unless TSC’s recommendations have been followed.

TSC’s services shall not include determining or implementing the means, methods, techniques or procedures of work done by the designee or test being monitored or whose work is being tested. TSC’s services shall not include the duty to accept or reject work or to in any manner supervise the work of any contractor. TSC’s services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. “Contractor” as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be rendered in formats considered appropriate by TSC unless directed otherwise by and work performed and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the integrity and freedom from defects of the services ordered by Client are adequate and sufficient for Client’s Intended purpose. Unless otherwise expressly assumed in writing, TSC’s services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC’s proposal and these General Conditions.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC’s proposal provided that such license is non-exclusive in nature and for its services, TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimen or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC’s report.

8. TERMINATION: TSC’s obligation to provide services may be terminated by either party upon (1) seven days prior written notice. In the event of termination of TSC’s services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC’s obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client will not be entitled to pay interest on all amounts invoiced and not paid or obligated to in writing for valid cause within sixty (60) days of the date of receiving (12%) per annum (or the maximum interest rate permitted by applicable law), whichever is the lesser) until paid and TSC’s costs of collection of such accounts, including court costs and reasonable attorney’s fees.

10. WARRANTY: TSC’s professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC’s reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their officers, employees and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys’ fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use, or loss or destruction, due in whole or in part to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be severable and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this Indemnity Agreement to liability determined in a proceeding in which it did not participate represented by its own Independent Counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC’s employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC’s then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC’s services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any right to a mechanics lien or surety bond claim; (iii) that conditions TSC’s right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. These conditions modify the express understanding between the parties. Unless expressly agreed to in writing prior to delivery of TSC’s services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach of any of TSC’s services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

M g 118 108
General Information:

Project Name:________________________________________________________

Project Address:_____________________________________________________

City / State / Zip:____________________________________________________

Project Manager:____________________________________________________

E-Mail:_____________________________________________________________

Telephone:__________________________________________________________

Fax:_______________________________________________________________

Site Contact:________________________________________________________

E-Mail:_____________________________________________________________

Telephone:__________________________________________________________

Fax:_______________________________________________________________

Send Invoice To:

Purchase Order Number:_____________________________________________

Attention:__________________________________________________________

Company:___________________________________________________________

Address:____________________________________________________________

City / State / Zip:____________________________________________________

E-Mail:_____________________________________________________________

Telephone:__________________________________________________________

Fax:_______________________________________________________________

Important Notes:

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

Completed By:

Signature:___________________________________________________________

Name:_____________________________________________________________

Date:______________________________________________________________

Distribute Reports as Follows:

Name:_____________________________________________________________

Company:___________________________________________________________

Address:____________________________________________________________

City / State / Zip:____________________________________________________

E-Mail:_____________________________________________________________

Telephone:__________________________________________________________

Fax:_______________________________________________________________

Name:_____________________________________________________________

Company:___________________________________________________________

Address:____________________________________________________________

City / State / Zip:____________________________________________________

E-Mail:_____________________________________________________________

Telephone:__________________________________________________________

Fax:_______________________________________________________________

Name:_____________________________________________________________

Company:___________________________________________________________

Address:____________________________________________________________

City / State / Zip:____________________________________________________

E-Mail:_____________________________________________________________

Telephone:__________________________________________________________

Fax:_______________________________________________________________
EXHIBIT G

Subconsultant Agreement
Huff & Huff, Inc.
Pages 1-12 of 12

Route: Macklin Road
Project: Macklin Road over Br. of Stillman Creek
Section: 14-13115-00-BR
County: Ogle
May 7, 2015

Mr. Brian Converse  
Willett Hofmann & Associates, Inc.  
809 East Second Street  
Dixon, Illinois 61021  

Re: Special Waste Screening  
Macklin Road Over Branch of Stillman Creek  
Marion Township, Ogle County  
Proposal No. 81.PT00042.16

Dear Mr. Converse:

Huff & Huff, Inc. (Consultant) is pleased to submit this proposal to perform special waste services in conjunction with the bridge replacement along Macklin Road spanning Stillman Creek in Marion Township, Ogle County, Illinois. This proposal presents our project understanding, the scope of services, and cost for completing the project.

1. PROJECT UNDERSTANDING

The Illinois Department of Transportation is proposing the replacement of the bridge spanning Stillman Creek along Macklin Road in Marion Township, Ogle County, Illinois. Consultant has been requested to provide special waste services. A special waste screening will be conducted in accordance with Chapter 27-2 of the IDOT BDE Manual (June 2012).

2. SCOPE OF SERVICES

Task 1. Special Waste Screening

A Special Waste Assessment (SWA) screening will be completed for the project corridor and will be performed in general accordance with Chapter 27-2 of the IDOT BDE Manual (June 2012). The manual states that in order to determine if a Preliminary Environmental Site Assessment (PESA) is necessary, a Special Waste Coordinator (SWC) must perform a Level I screening and, if necessary, a Level II screening. Upon successful completion of either screening, the SWC may sign-off on the project, and complete no further action to assess special waste.

Level I Screening

In order to successfully complete the Level I screening, a project must fulfill each of three criteria. This project failed two criteria. The failed criteria are as follows:

P:\FY2016\Transportation\WHA\Macklin Rd Over Branch Of Stillman Creek.Doc
1. Does not involve acquisition of additional right-of-way or easements (temporary or permanent);
2. Does not involve excavation or subsurface utility relocation.

Since the project will not pass the Level I screening (project involves excavation), a Level II screening will be completed.

**Level II Screening**

In order to successfully complete the Level II screening, a project must fulfill each of three criteria: the project must have no database occurrences with the minimum search distances, a site reconnaissance must be conducted with no concerns identified, and an ESR form must be completed.

Based on a preliminary review of the project area, it appears that a PESA, and therefore a subsequent PSI, would not be required since select database listings were checked in the area and it appears identified sites are approximately 1-mile from the project corridor. However, since the project involves excavation, consultant assumes there will be project spoils that may require assessment of suitability for acceptance at a Clean Construction and Demolition Debris (CCDD) facility.

A memo of the screening results will be prepared documenting the results of the SWA.

3. **LEVEL OF EFFORT AND SCHEDULE**

The level of effort and project cost is provided in the CECS Form attached to this proposal. Costs will be invoiced as a cost plus fixed fee.

4. **TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

   © 2008 by GZA GeoEnvironmental, Inc.

   WHA:
   Proposal No 81.PT00022.15:
   Site: Main Street Over Walnut Ditch, Environmental Services

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with Consultant, WHA, named above.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

2. **Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H’S PROPOSAL OR BY ANY OF H&H’S ORAL OR WRITTEN REPORTS.**

3. **Payment.**

   a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.

c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.

b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:

(i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;

(ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and

(iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.

c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry. You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

6. Reliance. The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. H&H'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.

7. H&H Professionals. H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. Hazardous Materials: H&H "Not a Generator". Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its
own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

9. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor’s work, nor shall H&H’s professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

10. **Changed Conditions.**

   a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

   b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.

   c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H’s reasonable control, and you will compensate H&H for any resulting increase in its costs.

11. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H’s property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user’s sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H’s designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user’s sole risk and without any liability to H&H.

13. **Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. **Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

15. **Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as “H&H”) against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys’ fees and other costs of settlement and defense, which claims, suits,
fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H’s negligence or willful misconduct.

16. Limitation of Remedies.
   a. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
   b. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
   c. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H’s or its subcontractors’ employees.
   d. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

17. Disputes.
   a. All disputes between you and H&H shall be subject to non-binding mediation.
   b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
   c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
   d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.
   a. Massachusetts law shall govern this Agreement.
   b. The above terms and conditions regarding Limitation of Remedies and indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
   c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
   d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
   e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
   f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
   g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
   h. These Terms and Conditions shall govern over any inconsistent terms in H&H’s Proposal.
   i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
   j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSORTIANT
HUFF & HUFF, INC.

Linda L. Huff

Signature

By: Linda L. Huff, P.E.
Typed Name
Principal
Officer's Title
May 7, 2015
Date

CLIENT
WILLETT HOFMANN & ASSOCIATES

Brian K. Converse

Signature

Typed Name
Vice-President
Officer's Title
5-8-2015
Date
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**Method of Compensation:**

- **Cost Plus Fixed Fee 1**: 14.5%([DL + R(DL) + OH(DL) + IHDC]
- **Cost Plus Fixed Fee 2**: 14.5%([DL + R(DL) + 1.4(DL) + IHDC]
- **Cost Plus Fixed Fee 3**: 14.5%([2.3 + R(DL) + IHDC]

**Printed 5/7/2015, 4:15 PM**
# Average Hourly Project Rates

**Route:** Macklin Road over Branch  
**Section:** of Stillman Creek  
**County:** Ogle  
**Job No.:**  
**Consultant:** Huff & Huff, Inc.  
**Date:** 5/7/2015  
**Sheet 1 OF 1**

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**TOTALS**

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BDE 025 (Rev. 2/06)  
PRINTED 5/7/2015, 4:15 PM  
PAGE 4
HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS
Project: WHA Macklin Road

**Task 1 - Special Waste**

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<tr>
<th>Description</th>
<th>Rate</th>
<th>Cost</th>
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<td>Tolls</td>
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**Task Total** $101.35

**Grand Total** $101.35
HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
Project: WHA Macklin Road

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<th>OUTSIDE</th>
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<td><strong>Task Total</strong></td>
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GRAND TOTAL $270.00
RESOLUTION 2015-0614

VACATION

LEAF RIVER TOWNSHIP

Presented and Adopted by the Ogle County Board on June 16, 2015.

Prepared by:
Ogle County Highway Department
1989 IL RT 2 S
Oregon, IL 61061

Return to:
Ogle County Clerk
105 S 5th St – Suite 104
Oregon, IL 61061
STATE OF ILLINOIS
COUNTY OF OGLE

RESOLUTION

Whereas, Leaf River Road, County Highway 9, is a part of the Ogle County Highway System and Ogle County, Illinois has jurisdiction over County Highway 9, Leaf River Road, and

Whereas, Leaf River Road was relocated at its' intersection with Montague Road, resulting in excess right-of-way as depicted on the attached Ogle County Excess Lands Plat, dated March 16, 2015, and

Whereas, Ogle County has the authority to vacate highway right-of-way under its' jurisdiction per 605 ILCS 5/5-109, and

Whereas, subsequent to a public hearing on this vacation by the Ogle County Road and Bridge Committee to hear from all interested parties, the Ogle County Road and Bridge Committee recommends the vacation of the above mentioned right-of-way since such vacation is in the public and economic interest of Ogle County, and

Therefore, Be It Resolved by the County Board of Ogle County, Illinois that the right-of-way as depicted on the attached plat entitled, Ogle County Excess Lands Plat, dated March 16, 2015, is hereby vacated, and further that a copy of this order and its attachment be spread upon the records of this County Board.

I, Rebecca Huntley, County Clerk in and for said County, in the State aforesaid, 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 County Board of Ogle County, at its regular meeting held in Oregon on June 16, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 16th day of June, A.D. 2015.

Rebecca Huntley
Ogle County Clerk

Prepared by and Return to:
Ogle County Highway Department
1989 Illinois Route 2, South
Oregon, IL 61061