RESOLUTION R-2019-1201

and

CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Sheriff's Office Merit Commission by the Ogle County Board;

WHEREAS, the name of

Alan J Schabacker
6020 N IL Rte 2
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 that ends 07/31/2021.

Voted upon and passed by the Ogle County Board on December 17, 2019.

[Signature]
John Finfrock, Chairman
Ogle County Board

[Signature]
Laura J. Cook, Ogle County Clerk
June 5, 2019

County Board Chairman Kim Gouker
Ogle County Courthouse
105 S. 5th Street
Oregon, IL 61061

Dear Chairman Gouker:

I respectfully request that Alan Schabacker be re-appointed to the Ogle County Sheriff’s Office Merit Commission. His commission will expire on July 31, 2021.

Thank you for your consideration.

Sincerely,

[Signature]

Sheriff Brian E. VanVickle

cc: Laura Cook
RESOLUTION R-2019-1202
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Sheriff's Office Merit Commission by the Ogle County Board;

WHEREAS, the name of

Larry J Pontnack
6309 E Brick Road
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 that ends 07/31/2022. Voted upon and passed by the Ogle County Board on December 17, 2019.

John Pinfrock, Chairman
Ogle County Board

Laura J. Cook, Ogle County Clerk
June 5, 2019

County Board Chairman Kim Gouker
Ogle County Courthouse
105 S. 5th Street
Oregon, IL 61061

Dear Chairman Gouker:

I respectfully request that Larry Pontnack be re-appointed to the Ogle County Sheriff’s Office Merit Commission. His commission will expire on July 31, 2022.

Thank you for your consideration.

Sincerely,

Sheriff Brian E. VanVickle

cc: Laura Cook
RESOLUTION R-2019-1203
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Sheriff's Office Merit Commission by the Ogle County Board;

WHEREAS, the name of

Eric D Erdmann
405 W Pine Street
Forreston, IL 61030

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 that ends 07/31/2023.

Voted upon and passed by the Ogle County Board on December 17, 2019.

[Signature]
John Finrock, Chairman
Ogle County Board

[Signature]
Laura J. Cook, Ogle County Clerk
June 5, 2019

County Board Chairman Kim Gouker
Ogle County Courthouse
105 S. 5th Street
Oregon, IL 61061

Dear Chairman Gouker:

I respectfully request that Eric D. Erdmann be re-appointed to the Ogle County Sheriff's Office Merit Commission. His commission will expire on July 31, 2023.

Thank you for your consideration.

Sincerely,

[Signature]

Sheriff Brian E. VanVickleton

cc: Laura Cook
RESOLUTION R-2019-1204
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Sheriff's Office Merit Commission by the Ogle County Board;

WHEREAS, the name of

Andy Colbert
106 N 14th 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 that ends 07/31/2024.

Voted upon and passed by the Ogle County Board on December 17, 2019.

John Finfrock, Chairman
Ogle County Board

Laura J. Cook, Ogle County Clerk
June 5, 2019

County Board Chairman Kim Gouker
Ogle County Courthouse
105 S. 5th Street
Oregon, IL 61061

Dear Chairman Gouker:

I respectfully request that Andy Colbert be re-appointed to the Ogle County Sheriff's Office Merit Commission. His commission will expire on July 31, 2024.

Thank you for your consideration.

Sincerely,

[Signature]
Sheriff Brian E. VanVickle

cc: Laura Cook
RESOLUTION R-2019-1205
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Sheriff's Office Merit Commission by the Ogle County Board;

WHEREAS, the name of

Keith E. Anderson
110 N Locust Avenue
Forreston, IL 61030

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 that ends 07/31/2025.

Voted upon and passed by the Ogle County Board on December 17, 2019.

John Finfrock, Chairman
Ogle County Board

Laura J. Cook, Ogle County Clerk
June 5, 2019

County Board Chairman Kim Gouker
Ogle County Courthouse
105 S. 5th Street
Oregon, IL 61061

Dear Chairman Gouker:

I respectfully request that Keith Anderson be re-appointed to the Ogle County Sheriff’s Office Merit Commission. His commission will expire on July 31, 2025.

Thank you for your consideration.

Sincerely,

[Signature]
Sheriff Brian E. VanVickle

cc: Laura Cook
RESOLUTION R-2019-1206
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Mental Health 708 Board by the Ogle County Board;

WHEREAS, the name of

Amy L Henkel
2803 E Orchid Lane
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 a term that ends 12/31/2023.

Voted upon and passed by the Ogle County Board on December 17, 2019.

__________________________
John Fintrock, Chairman
Ogle County Board

__________________________
Laura J. Cook, Ogle County Clerk
RESOLUTION - 2019-1207

2019 Budget Amendment

WHEREAS, it is necessary to transfer funds from certain accounts to other accounts in order to conduct the County business in an orderly fashion,

THEREFORE, BE IT RESOLVED, that the sums be transferred as follows.

$22,842.00 from 100.10.4100 Assessment - Salary to 100.13.4100 Coroner - Salary
$7,136.00 from 100.06.4324 Judiciary & Jury - Appointed Attorneys to 100.13.4355 Coroner - Autopsy Fees
$6,586.00 from 100.06.4324 Judiciary & Jury - Appointed Attorneys to 100.13.4458 Coroner - Coroner Lab Fees
$12,044.00 from 100.08.4438 Probation - Juvenile Detention Fees to 100.16.4490 Finance - Contingencies
$23,050.00 from 100.23.4100 Information Technology - Salary to 100.16.4490 Finance Contingencies
$3,261.00 from 100.10.4100 Assessment - Salary to 100.11.4100 Zoning - Salary
$10,735.00 from 100.06.4465 Judiciary & Jury - Jurors - Circuit Court to 100.02.4100 Building & Grounds - Salary
$121.00 from 100.08.4120 Probation - Part Time/Extra Time to 100.04.20.4100 HEW - Regional Supt. Of Schools - Salary

APPROVED this 17th day of December, 2019
OGLE COUNTY FINANCE COMMITTEE

Greg Sparrow, Chairman
John Finrock
Thomas Smith
Benjamin Youman

Patricia Nordman
Martin Typer
Kimberly Whalen
RESOLUTION - 2019-1208
2019 Budget Amendment

WHEREAS, it is necessary to transfer funds from certain accounts to other accounts in order to conduct the County business in an orderly fashion,

THEREFORE, BE IT RESOLVED, that the sums be transferred as follows.

$37,000.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.02.4100 Building & Grounds - Salary

$32,500.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.07.4100 Circuit Clerk - Salary

$53,000.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.09.4100 Focus House - Salary

$52,000.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.14.4100 States Attorney - Salary

$131,800.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.12.4100 Sheriff - Salary

$31,000.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.12.4108 Sheriff - Court Security - Salary

$41,500.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.12.62.4100 Emergency Communications - Salary

$73,300.00 from 100.16.4491 Finance - Contingencies - Salaries to 100.22.4100 Corrections - Salary

APPROVED this 17th day of December, 2019
OGLE COUNTY FINANCE COMMITTEE

Greg Sparrow, Chairman

John Finfrock

Benjamin Youman

Thomas Smith

Patricia Nordman
Martin Typer
Kimberly Whalen
RESOLUTION - 2019-1209
2019 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,

WHEREAS, certain fund expenses exceeded the 2019 Fund Appropriations as adopted in the 2019 Ogle County Budget and Appropriations approved by the County Board on November 20, 2018;

THEREFORE, BE IT RESOLVED, a total appropriation increase for Fiscal Year 2019 be as follows;

<table>
<thead>
<tr>
<th>Original Appropriation</th>
<th>Amended Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$60,000.00</td>
<td>Increase to</td>
</tr>
<tr>
<td></td>
<td>Self Insurance Reserve Fund</td>
</tr>
<tr>
<td>$175,000.00</td>
<td>Increase to</td>
</tr>
<tr>
<td></td>
<td>GIS Fee Fund</td>
</tr>
<tr>
<td>$15,000.00</td>
<td>Increase to</td>
</tr>
<tr>
<td></td>
<td>Drug Court Fund</td>
</tr>
<tr>
<td>$5,000.00</td>
<td>Increase to</td>
</tr>
<tr>
<td></td>
<td>Sex Offender Registration Fund</td>
</tr>
<tr>
<td>$175,000.00</td>
<td>Increase to</td>
</tr>
<tr>
<td></td>
<td>Administrative Tow Fund</td>
</tr>
</tbody>
</table>

APPROVED this 17th day of December, 2019
OGLE COUNTY FINANCE COMMITTEE

[Signatures]
Greg Sparrow, Chairman
Patricia Nordman
John Finrock
Mártín Typer
Thomas Smith
Kimberly Whalen
Benjamin Yerman
R-2019-1210
Resolution to Authorize Judicial Annex Capital Expense Bills

WHEREAS, on December 17, 2019, the Ogle County Board reviewed a summary of proposed Jail Facility Capital expenses;

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilbane</td>
<td>Construction Management Services - November 2019</td>
<td>$1,107,856.68</td>
</tr>
<tr>
<td>Hellmich, Obata &amp; Kassabaum, Inc</td>
<td>Invoice #18 Professional Services through Nov 29, 2019 - Construction Administration &amp; Reimbursable Expenses</td>
<td>$21,938.50</td>
</tr>
<tr>
<td>LeJar Building Fund</td>
<td>Lease Payment - 313 W. Washington St., Oregon, November, 2019</td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

**TOTAL:** $1,130,995.18

Presented and Approved at the December 17, 2019 Ogle County Board Meeting.

John Finnock, Ogle County Board Chairman
Laura J. Cook, Ogle County Clerk
**Project Name:** Ogle County Judicial Center Annex

**Construction Manager:** Gilbane Building Company

**Architect Name:** HOK

**Project No.:** J08072.000

**Date:**

<table>
<thead>
<tr>
<th>Bulletin No.</th>
<th>Gilbane PCI No.</th>
<th>Issue Date</th>
<th>Description</th>
<th>Attachments</th>
<th>Gilbane Response Date</th>
<th>Cost</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>BT-00024</td>
<td>11/6/19</td>
<td>Ceiling, Painting, &amp; Detention Furnishing Revisions</td>
<td>Bulletin #12</td>
<td>12/6/19</td>
<td>-$7,718.00</td>
<td>For Approval</td>
</tr>
<tr>
<td>13</td>
<td>BT-00025</td>
<td>12/4/19</td>
<td>Metal Panel &amp; Roofing Detail Updates</td>
<td>Bulletin #13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contingency Amount:**

- Original Construction Contingency: $829,819.00
- Approved Change Orders: $158,494.00 (19.10%)
- For Approval Change Orders: -$7,718.00 (-0.93%)
- Estimated Change Orders: $0.00 (0.00%)

**Remaining Contingency:** $679,043.00 (81.83%)

Change order BT-00024 was approved at the County Board Meeting on December 17, 2019

---

John Finfrock, Ogle County Board Chairman  
Laura J. Cook, Ogle County Clerk
COUNTY OF OGLE
State of Illinois

RESOLUTION NO. 2019-1212

A RESOLUTION APPROVING AN AMENDMENT TO THE OGLE COUNTY PERSONNEL POLICY MANUAL

WHEREAS, the County of Ogle, State of Illinois, a duly organized and existing county, has the power to set policies and procedures for its employees; and

WHEREAS, previously the County has adopted a policies and procedures manual for employees ("Personnel Policy Manual") setting forth the policies and procedures in current force and effect for County employees; and

WHEREAS, by its nature, the Personnel Policies Manual, otherwise referred to as the Employee Handbook, is in constant need of review and revision to be consistent with all applicable laws, current technology and best practices; and

WHEREAS, the Ogle County Board has identified a need to amend the Personnel Policy Manual; and

WHEREAS, the Ogle County Board finds it to be in the best interests of its citizens and residents to amend the Personnel Policy Manual by adding information and additional policies regarding declining health insurance coverage.

NOW, THEREFORE, BE IT RESOLVED BY THE OGLE COUNTY BOARD, OGLE COUNTY, ILLINOIS:

SECTION ONE: That the recitals above are incorporated into this Resolution as if fully set forth herein.

SECTION TWO: The County of Ogle hereby amends Section 5-E. Medical Insurance (Health and Dental/Optional Eye) of the Personnel Policy Manual by deleting, in its entirety, only the final paragraph of said Section and substituting the following paragraph:

Section 5 – E: Medical Insurance (Health and Dental/Optional Eye)

For employees hired on or before December 31, 2019, the County shall contribute a percentage of the cost of single health insurance coverage through the County policy when the non-represented employee retires after at least meeting the minimum age and time statutory requirements of the Illinois Municipal Retirement Fund (IMRF) pension fund. This contribution shall continue until the non-represented employee reaches the age at which Medicare coverage begins. This contribution is effective for non-represented employees who retire after December 1, 2008. Employees hired after December 31, 2019, shall not be entitled to the County contributions under this section.
SECTION THREE: All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed but only to the extent of such conflict or inconsistency.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS ___ 17th ___ day of ___ December __, 2019.

John Finfrock
County Board Chairman

ATTEST:

Laura J. Cook
County Clerk
Resolution for Maintenance
Under the Illinois Highway Code

Resolution Number: R-2019-1213
Resolution Type: Original
Section Number: 20-00000-00-GM

BE IT RESOLVED, by the Board of the County of Ogle that there is hereby appropriated the sum of Nine Hundred Nineteen Thousand Dollars ($919,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/20 to 12/31/20.

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

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

Laura J. Cook
Name of Clerk
County Clerk in and for said County
of Ogle in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the:

Board of Ogle at a meeting held on 12/17/19.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th Day of December, 2019.

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation
Date
Instructions for BLR 14220
This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number  Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type    From the drop down box, choose the type of resolution:
                      - Original would be used when passing a resolution for the first time for this project.
                      - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
                      - Amended would be used when a previously passed resolution is being amended.
Section Number      Insert the section number of the improvement covered by the resolution.
Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type            From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA         Insert the name of the LPA.
Resolution Amount   Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date      Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date         Insert the ending date of the maintenance period.
LPA Type            From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA         Insert the name of the LPA.
Name of Clerk       Insert the name of the LPA Clerk.
Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA         Insert the name of the LPA.
Date                Insert the date of the meeting.
Day                 Insert the day the Clerk signed the document.
Month, Year         Insert the month and year of the clerk's signature.
Clerk Signature     Clerk shall sign here.
Approved            The Department of Transportation representative shall sign and date here upon approval.

Three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District
Resolution Appropriating Funds for the Payment of the County Engineer’s Salary

Does the County participate in the County Engineer’s Salary Reimbursement Program?  ☒ Yes  □ No

Resolution No  R-2019-1214  Section No  20-00000-00-CS  STP Section No  20-CS141-00-AC

WHEREAS, the County Board of Ogle County has adopted a resolution establishing the salary of the County Engineer to be 95% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

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

NOW, THEREFORE, BE IT RESOLVED, by the Ogle County Board that there is hereby appropriates the sum of One Hundred Eighteen Thousand Four Hundred Seventy Dollars ($118,470.00) from the County’s MFT funds for the purpose of paying the County Engineer’s salary from 01/01/20 to 12/31/20, and,

BE IT FURTHER RESOLVED, that the Ogle County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Fifty-nine Thousand Two Hundred Thirty-five Dollars ($59,235.00) of Federal Surface Transportation Program funds allocated to Ogle County to the Department of Transportation in return for an equal amount of State funds; and,

BE IT FURTHER RESOLVED, by the Ogle County Board that there is hereby appropriated the sum of

<table>
<thead>
<tr>
<th>Fund</th>
<th>begining date</th>
<th>ending date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01/01/20</td>
<td>12/31/20</td>
</tr>
</tbody>
</table>

I, Laura J. Cook, County Clerk in and for said County of Ogle in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Ogle at a meeting held on 12/17/19.

I certify that the correct TIN/FEIN number for Ogle County is 366006637 Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of December, 2019.

Clerk Signature

Laura J. Cook

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

For resolutions involving a transfer of STR funds:
Omer Osman, P.E.
Secretary of Transportation  Date

BY:  Director, Office of Planning & Programming  Date

For information about IDOT’s collection and use of confidential information review the department’s Identity Protection Policy.
<table>
<thead>
<tr>
<th>LPA NAME</th>
<th>Section Number</th>
<th>STP Section Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ogle</td>
<td>200000000CS</td>
<td>20CS14100AC</td>
</tr>
</tbody>
</table>

For IDOT Use Only

<table>
<thead>
<tr>
<th>Dates of the existing agreement between IDOT and County</th>
<th>Beginning</th>
<th>Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates of the new agreement between IDOT and County</td>
<td>Beginning</td>
<td>Ending</td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made and entered into this ______ day of ________, 2019 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>Maple Grove Road Over Tributary to Pine Creek</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route</td>
<td>TR 114</td>
</tr>
<tr>
<td>Length</td>
<td>0.11 Mi.</td>
</tr>
<tr>
<td>Structure No.</td>
<td>071-5019 (Existing)</td>
</tr>
<tr>
<td>Termini</td>
<td>Station 17+00 to Station 23+00</td>
</tr>
</tbody>
</table>

Description:
Removal and replacement of a triple barrel box culvert and approach roadway work thereto. Exhibits A, B, C, D & E are also made part of this agreement.

### Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
   a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   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 roadway 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. □ Assist the LA in the tabulation and interpretation of the contractors’ proposals

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

k. □ 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, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A

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

<table>
<thead>
<tr>
<th>Awarded Cost</th>
<th>Percentage Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $50,000</td>
<td>(see note)</td>
</tr>
</tbody>
</table>

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

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, 1e, 1d, 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 classification 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 90 percent of the amount earned, may be made from time to time
   as the work progresses.

4. That should the improvement be abandoned at any time after the ENGINEER has performed any part of the services
   provided for in paragraphs 1a through 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 survey, permits,
   agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and
   data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such
   material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services
   partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their
   approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100
   percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and
   approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide
   employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to
   pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission,
   percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this
   contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:
By [Signature]
[Position]

Ogle (Municipality/Township/County)
State of Illinois, acting by and through its

By [Signature]
Title [Title]

Executed by the ENGINEER:

ATTEST:
By [Signature]
[Position]

Willett, Hofmann & Associates, Inc.
809 E. 2nd Street
Dixon, IL 61021

By [Signature]
Title [Title]

Approved

Date
Department of Transportation

Regional Engineer
December 5, 2019

EXHIBIT A
Special Provisions
Pages 1-2 of 2

Project: Maple Grove Road over Trib. to Pine Creek
County: Ogle
Section: 19-16120-00-BR
Ogle County
Maple Grove Road (TR 114) Over Tributary to Pine Creek
Structure Number 071-5019
Section# 19-16120-00-BR

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. a.) 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, & 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. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a, 1b, 1c, 1d, 1e, 1f, 1g, 1h, 1i, 1j, & 1k of the ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus five (5) per cent to cover readiness to serve. "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 $64,363.32**

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.

b.) 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. "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 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 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.

   b.) Upon completion of the services stipulated in paragraph 1c, 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" 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.
EXHIBIT B
Cost Estimate of Consultant Services
Page 1-1 of 1

Project: Maple Grove Road over Trib. to Pine Creek
County: Ogle
Section: 19-16120-00-BR
# COST ESTIMATE OF CONSULTANT SERVICES - EXHIBIT "B"

**Route:** TR 114 (Maple Grove Road)  
**Project:** Maple Grove Road over Trib. To Pine Ck  
**Section:** 19-16120-00-DR  
**County:** Ogle  
**Township:** Mt. Morris  
**Exist Str No:** 071-5019  
**Type of Funding:** TBP  

**Date:** December 4, 2019  
**Firm:** Willett, Hofmann & Associates, Inc.  
**Estimate Prepared By:** Brian K. Converse, P.E., S.E.

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EXHIBIT C
Average Hourly Project Rates
Pages 1-5 of 5

Project: Maple Grove Road over Trib. to Pine Creek
County: Ogle
Section: 19-16120-00-BR
# AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

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<th>Administration &amp; Project Management</th>
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**TOTALS:**

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  - **Wgtld. Rate:** $163.60

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- **Payroll Classification:**
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- **Payroll Classification:**
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  - **Wgtld. Rate:** $117.56
# Average Hourly Project Rates - Exhibit "C"  

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<th>Specifications</th>
<th>Quantities &amp; Checking</th>
<th>ROW Plats &amp; Legals</th>
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**Totals:**  
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## AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

**Route:** TR 114 (Maple Grove Road)  
**Project:** Maple Grove Road over Trib. To Pine Ck  
**Section:** 19-16120-00-BR  
**County:** Ogle  
**Township:** Mt. Morris  
**Exist Str No:** 071-5019  
**Type of Funding:** TBP

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**TOTALS:**  
50.0 100.00% $85.89  8.0 100.00% $95.70  4.0 100.00% $114.47  8.0 100.00% $139.04
### Average Hourly Project Rates - Exhibit "C"

**Route:** TR 114 (Maple Grove Road)  
**Project:** Maple Grove Road over Trib. To Pine Ck  
**Section:** 19-16120-00-BR  
**County:** Ogle  
**Township:** Mt. Morris  
**Exist Str No:** 071-5019  
**Type of Funding:** TBP  
**Date:** December 4, 2019  
**Firm:** Willett, Hofmann & Associates, Inc.  
**Sheet:** 4 of 5

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**Totals:**  
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# AVERAGE HOURLY PROJECT RATES - EXHIBIT "C"

Route: TR 114 (Maple Grove Road)  
Project: Maple Grove Road over Trib. To Pine  
Section: I9-16120-00-BR  
County: Ogle  
Township: Mt. Morris  
Exist Str No: 071-5019  
Type of Funding: TBP  

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TOTALS: 8.0 100.00% $84.80 4.0 100.00% $126.30 10.0 100.00% $84.80 0.0 0.00% $0.00
EXHIBIT D
General Rates for Engineering Services
Page 1-1 of 1

Project: Maple Grove Road over Trib. to Pine Creek
County: Ogle
Section: 19-16120-00-BR
EXHIBIT D  
Effective March 31, 2019

GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)

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<td>Expenses and Materials</td>
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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 office to office exclusive of the lunch period.
December 5, 2019

EXHIBIT E
Subconsultant Proposal
Testing Service Corporation
Page 1-8 of 8

Project: Maple Grove Road over Trib. to Pine Creek
County: Ogle
Section#: 19-16120-00-BR
December 9, 2019

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

RE: P.N. 64,215
Geotechnical Exploration
Proposed Culvert Extension
Maple Grove Road, north of Canada Road
Mt. Morris, Illinois

Dear Mr. Converse:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Exploration Services for the captioned project. Our proposal responds to a Request For Proposal (RFP) dated December 9, 2019 from Mr. Brian Converse, P.E., S.E., of Willet Hofmann and Associates (WHA) to Mr. Steven R. Koester, P.E., of TSC. The objectives of the Geotechnical Exploration are to explore soil conditions for the proposed structure replacement to take place in Ogle County, Illinois. This proposal includes Prevailing Wage for drilling and sampling.

Project Description:

Per the RFP, we understand that the project will consist of the design and construction of a culvert extension. The culvert extension will take place where Maple Grove Road crosses a tributary of Pine Creek.

Boring Program:

It is proposed that two (2) soil borings be performed, preferably at opposite sides of the culvert. The borings will be extended to an estimated depth of 30 feet, or to refusal, whichever comes first. A total of up to 60 lineal feet of drilling and sampling is proposed.

This proposal assumes that the sites are 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 at the borings.

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.

Providing a Full Range of Geotechnical Engineering, Environmental Services, and Construction Materials Engineering & Testing
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, P.E., S.E.
Willett, Hofmann and Associates
809 East Second Street
Dixon, Illinois 61021

Tel: 815.284.3381
Fax: 815.284.3385
e-mail: bconverse@willetthofmann.com

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

Enc: General Conditions
     Project Data Sheet
Bedrock, if encountered within 2 feet of the streambed, will be cored using NX methods a minimum length of 5 to 10 feet. Groundwater observations will also be made during drilling. Borings greater than 30 feet deep or where rock is cored will be backfilled with bentonite chips or grout.

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 sample retained. 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. If desired, comments will be provided regarding the necessity of a thickened subbase layer under the culvert. It is understood that no further analysis or recommendations are required.

Fees and Scope:

To provide the Geotechnical Exploration outlined above, TSC is proposing a not-to-exceed budget amount of Four Thousand Eight Hundred Sixty-eight Dollars ($4,868.00). 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 March 31, 2020.

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;
Approved and accepted for **WILLETI HOFMANN & ASSOCIATES** by:

[Signature]

(NAME)

PRESIDENT

(TITLE)

12/9/2019

(DATE)
# COST ESTIMATE

**Geotechnical Exploration**  
**Proposed Culvert Extension**  
**Maple Grove Road, north of Canada Road**  
**Mt. Morris, Illinois**  
**TSC P.N. 64,215**

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<td>DRILL RIG WITH 2-MAN CREW</td>
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R-2019-1215
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<td>RECOMMENDED TOTAL: $4,868.00</td>
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GENERAL CONDITIONS
Geotechnical and Construction Services

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 said 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.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be performed in a timely and workmanlike manner. If TSC is required to delay any part of its services for any reason, for example, weather conditions, the Client agrees to pay, in addition, for any such delay, the applicable fees incurred by TSC for the delay unless the delay is caused by the Client.

3. ACCESS TO SITE: TSC shall be given reasonable access to the site and all buildings on the site to perform its services under this Agreement.

4. CLIENT’S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of all known hazardous materials on the site and that the site is free from hazardous wastes.

5. DISCOVERY OF POLLUTANTS: TSC’s services shall not include any investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 9601 et al., 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 be required to perform the work in a workmanlike manner and to comply with the 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 performed and unless TSC’s recommendations have been followed.

TSC’s services shall include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC’s services shall not include the authority 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 boring, observations and analyses of sample materials shall be reported in forms consistent with this Agreement and shall be used only for the purpose of this Agreement and shall not be used for any other purpose or application.

Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water elevations may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-contractors pursuant to this Agreement for the purpose set forth in TSC’s proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-contractor, 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 specimens or samples will be disposed of immediately after completion of the test. All drilling samples or specimens will be disposed of sixty (60) days after submission of TSC’s report.

8. TERMINATION: TSC’s obligation to provide services shall be terminated as of the date written notice thereof from Client shall be given to TSC. 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 this General Conditions shall continue to apply to 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 from the date of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) percent per annum for the maximum interest rate permitted by applicable law. Client agrees to pay 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 or skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC 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 divisions (and each of their heirs, successors, and assigns) from and against 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 thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event of death or bodily injury of TSC and Client and their employees and agents 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 several 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 in its own behalf as an 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. SURVEY: 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 expert 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 any dispute or controversies arising out of this Agreement or its performance, (ii) requiring TSC to indemnify any party beyond its own negligence, (iii) requiring TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a notice whenever necessary to collect past due amounts.

This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing as an offer to deliver or services, Client shall not add any conditions to 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 thereof 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 claims for arbitration, or any petition or complaint with any court. Pursuant to these rules, mediation proceedings shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

REV 07/20
TESTING SERVICE CORPORATION

General Information: ________________________________
Project Name: ________________________________
Project Address: ________________________________
City/State/Zip: ________________________________
County: ________________________________
Project Manager: ________________________________
Email: ________________________________
Telephone: ________________________________
Site Contact: ________________________________
Email: ________________________________
Telephone: ________________________________

Send Invoice to: ________________________________
Purchase Order Number: ________________________________
Attention: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Email: ________________________________
Telephone: ________________________________
Cell Phone: ________________________________

IMPORTANT NOTES: ________________________________

Completed by: ________________________________
Signature: ________________________________
Name: ________________________________
Date: ________________________________

Distribute Reports as Follows:
Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Email: ________________________________
Telephone: ________________________________
Cell Phone: ________________________________

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Email: ________________________________
Telephone: ________________________________
Cell Phone: ________________________________

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Email: ________________________________
Telephone: ________________________________

Name: ________________________________
Company: ________________________________
Address: ________________________________
City/State/Zip: ________________________________
Email: ________________________________
Telephone: ________________________________

Revised 7/2018
RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE
LOCATED AT 920 W. 4TH AVENUE, ROCHELLE, ILLINOIS
(THE FOCUS HOUSE ANNEX)

WHEREAS, the County of Ogle (hereinafter the “County”) is a duly organized and existing County of the State of Illinois;

WHEREAS, pursuant to the Illinois Counties Code each County shall have power to purchase, hold and sell real estate necessary for the uses of the County;

WHEREAS, by Resolution 2019-0811, passed and approved on August 20, 2019, the Ogle County Board authorized the sale of the real estate located at 920 W. 4th Avenue, Rochelle, Illinois (hereinafter the “Focus House Annex”) which is currently owned by the County.

WHEREAS, on or about December 12, 2019, a public auction was held whereby the Focus House Annex was sold pursuant to an Auction Purchase Agreement, a true and correct copy of which is attached hereto as “Exhibit A”;

WHEREAS, it is in the best interest of the County to sell the Focus House Annex pursuant to the terms contained in the Auction Purchase Agreement, a true and correct copy of which is attached hereto as “Exhibit A”

NOW, THEREFORE, BE IT RESOLVED BY THE OGLE COUNTY BOARD AS FOLLOWS:

SECTION 1: That the Ogle County Board deems it in the best interest of the Citizens of Ogle County to sell the property located at 920 W. 4th Avenue, Rochelle, Illinois pursuant to the terms contained in the Auction Purchase Agreement, a true and correct copy of which is attached hereto as “Exhibit A”
SECTION 2: The County Board Chairman is authorized to execute the Auction Purchase Agreement, deed and all other documents and take all actions necessary, reasonable and proper to effectuate the sale of this property and carry out the intent and purpose of this resolution.

SECTION 4: The County shall pay the costs of advertising the auction of the property incurred by Bearrows Auction.

RESOLVED by the Ogle County Board
This 17th day of December 2019.

[Signature]
John Femrock, Ogle County Board Chairman

ATTEST:

[Signature]
Laura J. Cook
Ogle County Clerk
EXHIBIT A
Auction Purchase Agreement

920 W 4th Ave. – Rochelle IL 61068

Listing broker and listing agent are (agents of Seller) (dual agents). Selling broker and selling agent are (agents of Seller) (subagents of Seller) (Buyer agents) or (dual agents).

LISTING OFFICE: Bearrows Auction – John Bearrows Phone: 815-739-9150
LOF#: Agent: John Bearrows E-Mail
Seller's Attorney:
Phone:
SELLING OFFICE: Same as Listing Phone:
SOF#: Agent: John Bearrows No.
Buyer's Attorney: To Follow Phone:

1. To: (SELLER) Ogle County – Illinois – Owner of Record

2. The undersigned

3. Offers to purchase the following described real estate situated in Ogle County, Illinois, commonly known as: 920 W 4th Ave. Rochelle IL 61068 and legally described as: (See Titlework to follow for legal)

Tax Code No.: 24-24-352-002

4. And to pay you therefore $58,800.00, and $5,000.00 earnest money to be applied to the purchase price and the balance payable as follows:

A. Cash at time of closing; or
B. Buyer to assume existing (mortgage) (agreement for deed) with an approximate principal balance of $______________ With monthly principal and interest payments of $______________
Release of seller's liability. Written consent of (lender) (titleholder) to be received on or before ____________ or this Contract shall be void; or
C. Buyer and Seller to sign Agreement for Deed form (approved by Buyer's and Seller's attorneys) with a principal balance of $______________ and interest at the rate of ________% for a term of ________ years amortized over ________ years, with monthly principal and interest payments of $______________ (or more) plus an amount each month equal to one-twelfth (1/12) of taxes and insurance, balance in cash at time of closing, which agreement shall not be assignable without Seller's consent.

5. THE BUYER'S OBLIGATIONS PURSUANT TO THIS CONTRACT ARE CONTINGENT UPON THE ABILITY OF BUYER TO:

A. Apply for within 7 days from date of Contract acceptance, and obtain by ______________, 2010, (FHA (VA) (Conventional) written mortgage loan commitment of not less than $______________ or ______________% of the purchase price due in not less than ________ years with interest at not more than ________% (Fixed Rate) (Adjustable Rate) with monthly principal and interest payment not to exceed $______________ or such other terms and conditions accepted by Buyer or this contingency waived by Buyer in writing by such date, or this Contract shall be void. Buyer agrees to promptly deliver to Seller a copy of the loan commitment or written denial of Buyer's loan application upon request. (Seller shall pay costs of required FHA and VA inspections but shall not be required to pay for expenses for repairs in excess of $______________) Loan service charges and/or discount not to include private mortgage insurance charges, if any, shall be paid by Seller not to exceed ________% of mortgage amount specified above (to which has been added the FHA mortgage insurance premium or VA funding fee) and shall be paid by Buyer not to exceed ________% with any reduction in percentage charged to be shared pro-rata by the parties.

B. Enter into a contract for the sale of property in which Buyer now has an interest, located at ______________ for not less than $______________ or such lesser amount as is accepted by ______________________, 2010, and complete the sale of such property on or before closing. Seller reserves the right to accept another bona-fide offer subject to the rights of Buyer under this Contract.
C. Other Contingencies:

None. Property is being conveyed in its as-is condition, earnest money is nonrefundable.

In the event the funding of Buyer’s loan referenced in Paragraph 5A hereof is conditioned upon the completion of the sale of property in which Buyer now has an interest, and such sale does not occur resulting in lender’s failure to fund the loan, Buyer’s earnest money shall be forfeited to Seller as Seller’s exclusive remedy, notwithstanding the provisions of Paragraphs 6 and 18. However, in such event, Buyer shall nonetheless be entitled to a return of earnest money if this Contract as of date of closing is contingent upon the completion of the sale of Buyer’s existing property pursuant to Paragraph 5B. Buyer and/or Seller agree to make a good faith effort to satisfy the contingencies set forth in Paragraphs 5A, 5B, and 5C, if applicable.

6. Except as otherwise provided herein, if any contingency cannot be carried out, this Contract shall become void and earnest money shall be returned to Buyer.

7. This transaction shall be closed by January 31, 2020, and Seller shall deliver possession at time of closing. In the event Buyer agrees to Seller occupying the premises after closing, Seller shall pay a sum equal to .03% of the sale price per day as an occupancy charge.

8. All prorations including rents, real estate taxes, utilities and fuel oil shall be made as of closing with tax proration’s based upon (latest available information) or (the tax bill for the year of __________ plus _________%). All prorations shall be final. Prorations will be made on a 365-day basis. All special assessments confirmed by a court prior to closing shall be paid by Seller at time of closing.

9. The earnest money shall be held in escrow by Kenzley Title Co., shall be disbursed according to the terms of this Contract. In the event either party submits a written request to Escrowee for disbursement of the escrowed funds other than for purposes of closing, Escrowee shall provide a 30-day written notice to the other party of the proposed distribution, at the party’s address shown on this Contract or such other address last provided to Escrowee. In the event such other party fails to object in writing to the proposed distribution within 30 days of mailing of the notice, Escrowee shall disburse the escrowed funds accordingly; otherwise the funds shall continue to be held in escrow pending joint direction of the parties or an order of court of competent jurisdiction.

10. Seller warrants that Seller owns and hereby sells all fixtures and equipment on and attached to the premises including furnace, water heater, existing storms and screens, shades and rods. No other items

11. Seller warrants there are no rented fixtures or equipment unless stated herein:

12. Seller warrants that all mechanical equipment, heating and air conditioning equipment, water heater, water softener, well, septic, plumbing, electrical system and kitchen appliances are in NORMAL OPERATING CONDITION AS OF DATE OF POSSESSION. Buyer shall give written notice of the existence of any breach of warranty existing at time of possession (within 10 days after possession prior to closing) and within 9 months of closing for seasonal equipment. Failure to give notice as specified waives the warranty contained herein. If the real estate is served by a well or septic system, Seller (shall) (shall not) provide, at Seller’s expense, an evaluation of the well water and septic system by the Ogle County Department of Health or an Illinois licensed sanitary showing that the well water is bacteriologically safe and the nitrate level is within standards approved by the State of Illinois and that the septic system is in normal operating condition and without observable defects. If Seller is unable to provide a satisfactory evaluation and is unwilling to pay the cost of remedying any defect, then this Contract shall be voidable at the option of Buyer and all earnest money shall then be refunded to Buyer. Buyer initials

13. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that the premises are in same condition as date of acceptance of Contract, ordinary wear and tear excepted.

14. Seller shall not be required to furnish a survey.

15. Seller shall furnish current title insurance commitment in the amount of the purchase price to Buyer prior to closing, and final policy thereafter, at Seller’s expense, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders, and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property as Buyer’s residence.

16. If Seller cannot deliver merchantable title to Buyer at closing, subject only to the permitted exceptions, this Contract, at Buyer’s option, shall be void and earnest money shall be returned to Buyer or Buyer may elect to close and deduct from the purchase price a definite and ascertainable amount required to satisfy and release any non-permitted exceptions, and in such case the Seller shall convey the premises to the Buyer.

17. If prior to delivery of deed or agreement for deed the improvements on the premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving a refund of earnest money paid, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a
result of the destruction or damage, which proceeds the Seller agrees to assign to Buyer. Seller has paid fire and extended coverage on the improvements on this property for full insurable value and will maintain such coverage until closing.

18. Should the Buyer fail to perform this Contract promptly at the time and in the manner herein specified, the earnest money shall, at the option of the Seller, be forfeited by Buyer as liquidated damages, and this Contract shall become and be null and void, and the Seller shall then have the right of possession of the premises. Time is of the essence of this Contract, and of all the terms and conditions hereof. In the event Seller does not elect to accept forfeiture of earnest money, Seller shall be entitled to exercise all other legal remedies available to Seller under Illinois law other than recovery of money damages.

19. At closing Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed, releasing homestead, or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price or further part of it then due shall be paid and all documents relative to the transaction shall be signed and delivered.

20. Seller shall surrender possession of the premises in broom-clean condition and free of debris. All personal property left as of the closing date shall become the property of the buyer(s).

21. Any real estate commission to be paid by Seller shall be paid at closing in accordance with the conditions of the Auction Agreement unless otherwise agreed, but if the sale is not completed and the earnest money forfeited, such earnest money shall be first applied to the payment of expenses incurred for the Seller by Auctioneer, and the balance, if any, shall be divided equally between Seller and Auctioneer.

22. FHA/VA (if applicable). The parties agree to promptly execute and direct their brokers/agents to execute the applicable FHA Amendatory Clause and Real Estate Certification or the VA Amendment to Sales Contract forms currently approved by HUD, which provisions are incorporated by reference into this Contract, and to comply with HUD Lead-Based Paint Notification requirements when applicable.

23. The parties agree to comply with the following federal or state acts when applicable:
   A. Federal Real Estate Settlement Procedures Act (RESPA).
   B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.
   C. The Illinois Smoke Detector Act with Seller to provide all required smoke detectors in operating condition.
   D. ILLINOIS RESIDENTIAL REAL PROPERTY DISCLOSURE ACT for 1-4 family residential dwelling which Act may require Seller to deliver to Buyer a report disclosing material defects in the property prior to the execution of this Contract.

24. Notice is deemed given when personally delivered to the person for whom it is intended or to his or her agent or 24 hours after deposit in the U.S. Mail, return receipt, postage prepaid, addressed to the party upon whom it is to be served as that party's address appears herein. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine shall be treated as an original document.

25. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors, and assigns.

26. Optional standard clauses lettered "F" are incorporated herein by reference and identified by the initials of the parties.

OPTIONAL STANDARD CLAUSES

(Identify applicable clauses and initial, complete, and make applicable deletions thereto)

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<th>Seller's Initials</th>
<th>Buyer's Initials</th>
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<tr>
<td>F. As Is, Buyer accepts the premises in &quot;AS IS&quot; condition as of date of Contract and waives the provisions of Paragraph 12 hereof. (DELETE PARAGRAPH 12 AND INITIAL DELETION - DOES NOT AFFECT DISCLOSURE REQUIREMENTS).</td>
<td></td>
</tr>
</tbody>
</table>
| G. Resale of Existing Residential Condominium Unit ONLY - The terms of the attached Condominium Rider are incorporated by reference herein.
| H. Closing Costs. Seller to pay Buyer's closing costs including loan service charge and/or discount points referenced in Paragraph 5A and attorney's fees, not to exceed a total of $ |
| I. Home Warranty Plan. Seller shall provide to Buyer a Home Warranty Plan from |
at Seller’s expense, providing for basic and
coverage for twelve (12) months from date of closing.

Pre-1978 Residential Property. The terms of the attached Lead-Based Paint Disclosure are incorporated by reference herein.

NOTICE TO PARTIES
BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, REAL ESTATE BROKER, OR AGENT.

Dated this 12th day of December, 2019 and to be accepted on or before December 12th, 2019

BUYER: Rafael Velasquez

BUYER: 

Accepted this 12th day of December, 2019

SELLER: 

SELLER: 

Counter offer accepted/Rejected this day of , 2013

ACKNOWLEDGMENTS

BUYER ACKNOWLEDGES RECEIPT OF LEAD-BASED PAINT NOTICE FOR HOUSING CONSTRUCTED BEFORE 1978 (FHA/VA MORTGAGES).
BUYER ACKNOWLEDGES RECEIPT OF LEAD-BASED INFORMATION PAMPHLET AS PRESCRIBED BY THE ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY.
BUYER HEREBY ACKNOWLEDGES RECEIPT OF RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT.

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to: Auctioneer John Bearrows, ("Licensee"), acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

The undersigned acknowledges receipt of the earnest money (Cash/Check/Note)

ESCROWEE: $5,000.00
Central Bank
ILLINOIS

CUSTOMER COPY

12/13/2019

No. 206657

Bearrows Real Estate and Auction Co

******Five Thousand and 00/100's******

5000.00

***Kenzley Title Group*************

Rafael Valencia