

# **UPCOMING MEETINGS**

for the

## **FORD COUNTY BOARD**

### **Tuesday, June 4, 2024**

7:00 A.M. Highway Committee Meeting – Highway Department in Roberts

### **Wednesday, June 5, 2024**

9:00 A.M. Sheriff Committee Meeting – Sheriff's Boardroom at the Jail

### **Thursday, June 6, 2024**

9:00 A.M. Finance Committee Meeting – Small Courtroom in Courthouse

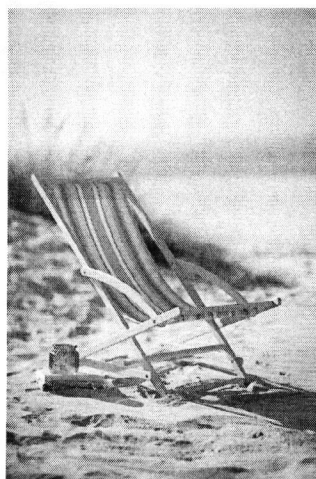
### **Monday, June 10, 2024**

7:00 P.M. County Board Meeting – Sheriff's Boardroom at the Jail



### **Notes:**

- Courthouse will be CLOSED on Monday, May 27, 2024 for Memorial Day
- Courthouse will be CLOSED on Wednesday, June 19, 2024 for Juneteenth



**COUNTY CLERK & RECORDER'S OFFICE**

To the Chairman of the County Board of Ford County:

I, Amy Frederick, County Clerk and Recorder, in and for the County of Ford and State of Illinois, respectfully present the following report of all the fees and emoluments of my office, for the month of **April, 2024** and during the month where I state the gross amount of all fees.

**COUNTY CLERK**

REVENUE FOR THE MONTH	RECORDING FEES	VITAL RECORDS	MISC FEES	COUNTY TAX STAMPS 1/3	TAX CLERK FEES	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	GIS	DOMESTIC VIOLENCE FUND (DVF)	RENTAL HOUSING SURCHARGE (RHSP)	DSC	DELINQUENT TAXES COLLECTED
Dec-23	3,986.00	1,445.00	2,221.00	5,330.00	430.00	13,412.00	3,734.00	388.00	3,813.00	20.00	2,592.00	596.00	11,197.11
Jan-24	3,214.00	1,258.00	345.50	3,482.00	258.00	8,557.50	2,756.00	270.00	3,100.00	10.00	2,142.00	288.00	3,118.85
Feb-24	3,901.00	1,818.00	540.00	3,943.25	1,290.00	11,492.25	5,938.00	456.00	3,752.00	15.00	2,646.00	620.00	40,092.54
Mar-24	5,264.00	2,081.00	3,025.52	1,270.50	2,064.00	13,705.02	4,897.00	510.00	5,059.00	45.00	3,564.00	616.00	42,160.71
Apr-24	4,872.00	2,093.00	1,715.01	3,756.00	1,548.00	13,984.01	5,720.00	542.00	4,675.00	60.00	3,204.00	700.00	44,056.69
May-24						0.00							
Jun-24						0.00							
Jul-24						0.00							
Aug-24						0.00							
Sep-24						0.00							
Oct-24						0.00							
Nov-24						0.00							
MID-YEAR	21,237.00	8,695.00	7,847.03	17,781.75	5,590.00	61,150.78	23,045.00	2,166.00	20,399.00	150.00	14,148.00	2,820.00	140,625.90
<b>TOTAL</b>	<b>21,237.00</b>	<b>8,695.00</b>	<b>7,847.03</b>	<b>17,781.75</b>	<b>5,590.00</b>	<b>61,150.78</b>	<b>23,045.00</b>	<b>2,166.00</b>	<b>20,399.00</b>	<b>150.00</b>	<b>14,148.00</b>	<b>2,820.00</b>	<b>140,625.90</b>

38.22% = Percent of estimated revenue generated for year to date.

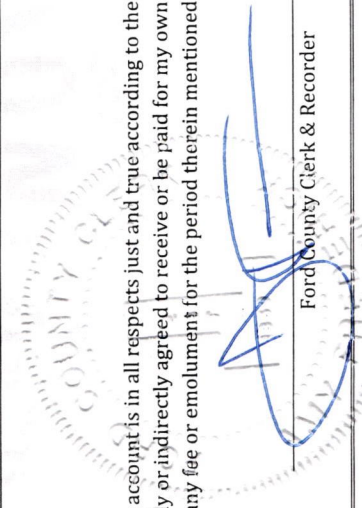
Dedicated Funds = \$ 25,211.00  
 Supervisor of Assessments = \$ 20,399.00  
 State & Tax Buyers = \$157,743.90  
**Total Receipts = \$264,504.68**

Total Estimated Revenue = \$ 160,000.00      Actual Office Revenue = \$ 61,150.78

STATE OF ILLINOIS }  
 COUNTY OF FORD }

I, Amy Frederick, do solemnly swear that the foregoing account is in all respects just and true according to the best of my knowledge and belief, and that I have neither received directly or indirectly nor directly or indirectly agreed to receive or be paid for my own or another's benefit, any money, article or consideration than therein stated, nor am I entitled to any fee or emolument for the period therein mentioned, other than those specified.

Submitted this 1st day of May, 2024.



Ford County Clerk & Recorder

MONTH END REPORT  
April 2024

TOTAL DEATH INVESTIGATIONS	9
TOTAL RESIDENT DEATHS	
TOTAL NON-RESIDENT DEATHS	
PAST INQUIRIES OR <u>INQUESTS PENDING</u>	0
1) NATURAL DEATH INVESTIGATIONS	8
2) UNDETERMINED DEATH	0
3) SUICIDE	0
4) HOMICIDE	0
5) ACCIDENTAL DEATH	0
5A) ACCIDENTAL MOTOR VEHICLE DEATH	1
5B) ACCIDENTAL DRUG OR ALCOHOL DEATH	0
AUTOPSIES	2
TOXICOLOGY	2
EXTERNAL EXAMINATIONS	0
HOSPICE CASES.....	0
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED & ISSUED	5
NOTIFICATIONS FOR OTHER COUNTIES	0
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMITS FEES RECEIVED	\$ 500.00
REPORT FEES	.00
MISC. FEES (GRANTS)	.00
TOTAL REVENUE	\$ 500.00

RESPECTFULLY SUBMITTED,



Brandon Roderick, Ford County Coroner





**FORD COUNTY  
OFFICE OF EMERGENCY MANAGEMENT  
200 W. State Street Room B-5  
Paxton, IL 60957  
Phone 217-379-9415**

**Activity Report**

01 April 2024 Community Resilience Meeting with Sullivant TWP FPD (Sibley)  
Community Resilience Meeting with Village of (Sibley (Sibley))

02 April 2024 Ford County Highway Committee Meeting (Roberts)  
Monthly Starcom Radio Drill (Paxton)  
OES CO2 Pipeline meeting (Gibson City)

03 April 2024 Kempton FPD Conducted Weather Spotter Training (Kempton)

04 April 2024 Ford County Finance Committee Meeting (Paxton)

05 April 2024 IEMA-OHS County Conference Call Virtually (Paxton)

08 April 2024 Ford County Board Meeting (Paxton)

09 April 2024 Ford County Hazard Mitigation Meeting (Roberts)

10 April 2024 Ford County EMA (Paxton)

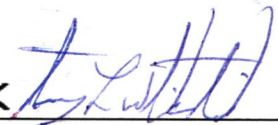
12 April 2024 ECICA Health Fair (Paxton)

17 April 2024 FEMA Community Resilience/ Recovery Webinar (Paxton)  
Iroquois County EMA Meeting/Training (Watseka)

19 April 2024 FEMA Recovery/Resilience Meeting (Paxton)

24-26 April 2024 IESMA Training Summit (Springfield)  
26 April 2024 Ford Iroquois Farm Bureau Camp 911 presentation by DC (Gibson City)

This report was Respectably submitted by:

X   
\_\_\_\_\_  
Terry L. Whitebird  
Ford County EMA

Acronyms used in this report:

IEMA-OHS: Illinois Emergency Management Agency-Office of Homeland Security



IESMA: Illinois Emergency Services Management Association



Monthly Report to the Ford County Board  
On Activities at the Highway Department  
May, 2024

The Ford County Highway Department completed the following activities during the month April, 2024.

Engineering Division

- Entered Claims and Allotments to various County and Township funds.
- Attended Insurance & Personnel Committee Meeting.
- Assisted Maintenance Division with Pot Hole Patching.
- Started Bridge Inspections with HLR Team Leader.
- Worked with WIPFLI on Audit.
- Working on Sibley Oil & Chip Proposal.

Maintenance Division

- Performed Maintenance and Repair on County owned equipment.
- Conducted routine Inspection and Maintenance of Roads, Entrances, Shoulders and Signs on County system.
- Patched Potholes in County Roads.
- Reclaiming Shoulder Stone on County Roads.

County Engineer

- Assisted Commissioners with Projects in Ford and Iroquois Counties.
- Assisted Iroquois County Highway Department.
- Attended Ford County Road Commissioners Meeting at Backwoods in Roberts.
- Attended Hazard Mitigation Meeting in Roberts.
- Working on Replacing Rural Reference Signs.

## Ford County Highway Committee Minutes

The Ford County Highway Committee met on May 7, 2024 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting were Chairman Tim Nuss, Ann Ihrke, and Chase McCall. County Engineer Greg Perkinson was also present. Mr. Nuss called the meeting to order at 7:00 a.m.

Mrs. Ihrke moved to accept the Agenda. Seconded by Mr. McCall. Motion passed.

First on the agenda was the review of the April 2, 2024 minutes. Mr. McCall moved and Mrs. Ihrke seconded the motion that they be approved. Motion passed.

### Public Comment:

None

April bills were read and presented by Mr. Perkinson. Mr. Nuss moved and Mrs. Ihrke seconded the motion to send the bills to the full board.

The committee then reviewed the fund balance report and the highway appropriations and expense report.

### Old Business:

Mr. Perkinson informed the committee of the activities at the County Highway Department during the month of April and will provide a written report for the full board.

Mr. Perkinson updated the committee on the hiring process for the vacant County Engineer.

### New Business:

None

Next Meeting will be June 4, 2024 at 7:00 a.m.

### Resolutions:

Resolution for Maintenance of Drainage Tile

Mr. Nuss moved and Mr. McCall seconded the motion to present to the full board for approval.

Agreement with HLR to Design Bridge Replacement in Brenton Township

Mr. Nuss moved and Mrs. Ihrke seconded the motion to present to the full board for approval.

Agreement with HLR for 2024 Bridge Inspections

Mr. Nuss moved and Mrs. Ihrke seconded the motion to present to the full board for approval.

Having no further items to discuss, Mrs. Ihrke moved to adjourn at 7:55 am. Seconded by Mr. McCall. Motion passed.



# FORD COUNTY PROBATION AND COURT SERVICES

Stats for April 2024

April of 2024

**ADULTS:**

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	75	Active	94
Misdemeanors	29	Warrants	144
DUI Cases	19	TOTAL	238
Traffic Cases	0		
TOTAL	123		

**JUVENILES:**

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	4	Active	0
Cont'd Supervision	0	Inactive	1
Informal	0	TOTAL	1
Other	0		
TOTAL	4		

**PUBLIC SERVICE:**

<u>Adults</u>		<u>Juveniles</u>	
Cases	63	Cases	1
Hours	7055	Hours	75
TOTAL CASES:	64		
TOTAL HOURS:	7130		

**RESTORATIVE JUSTICE / DIVERSION:**

Intakes this month	0		
Cases reviewed this month	0		
Active Conference/Diversion Cases	11	Restorative Justice / Diversion	11

**INVESTIGATIONS:**

PSI's ordered	2	PSI's completed	2
Record Checks completed	0		

**INTAKES:**

Adults: 6                      Juveniles: 0

**ELECTRONIC MONITORING / GPS:**

Adults: 2                      Juveniles: 0

**CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:**

Police 1                      Clients 9

**HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:**

Home: 9                      School 0

**RESTITUTION / COMMUNITY SERVICE COMPLETED:**

Restitution collected this month: \$877.69

Community Service collected:

Adults: 105                      Juveniles: 0

April 2023 (Same month last year)

**ADULTS:**

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	68	Active	84
Misdemeanors	20	Warrants	144
DUI Cases	16	TOTAL	228
Traffic Cases	1		
TOTAL	105		

**JUVENILES:**

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	6	Active	3
Cont'd Supervision	1	Inactive	1
Informal	2	TOTAL	4
Other	0		
TOTAL	9		

**PUBLIC SERVICE:**

<u>Adults</u>		<u>Juveniles</u>	
Cases	53	Cases	2
Hours	6315	Hours	105
TOTAL CASES:	55		
TOTAL HOURS:	6420		

**VIOLATIONS:**

Adult: 5                      Juveniles: 0

**COMMUNITY MEETING ATTENDED THIS MONTH:**

7-Ford County Board Meeting ROSC Meeting  
Ford County Finance Meeting FC Insurance and Personnel Meeting  
CMO Meeting PSC Meeting with AOIC  
Ford County SART

**TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:**

Intrastate J1 Unity Trauma Informed Training  
Internet Safety

**TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30:** 17

<u>OFFICER CASELOAD</u>	<u>ADULTS</u>	<u>JUVENILES</u>	<u>PRE TRIAL</u>
Jennifer Anderson	108	0	
Ariel Brucker	33	0	
Mallory Lithgow	24	11	
Rocky Marron	44	1	
Warrant Status	144		

**INTAKES THIS MONTH:**

<u>Adult:</u>		<u>Juvenile:</u>	
Felony Cases	8	Probation	0
Misdemeanors	2	Cont'd Supervision	0
DUI Cases	1	Informal	0
Traffic Cases	0	Other	0
TOTAL	11	TOTAL	0

**CONFINEMENTS:**

Juvenile Detention	0		
IDOC Commitments	2		
Group Home	0	Adults: 0	Juveniles: 1
Residential Substance Abuse Treatment:		Adults: 3	Juveniles: 0

**ADULT PROGRAMS ORDERED THIS MONTH:**

**COMPLETED THIS MONTH:**

Alcohol / Substance Abuse Assessment	7	2
DUI Assessment	0	0
Alcohol / Substance Abuse Treatment	0	1
DUI Education / Treatment	0	2
Victim Impact Panel	2	1
Cognitive Classes	3	1
Anger / Domestic Abuse Classes	1	1
Mental Health	2	0
Sex Offender Treatment	0	0
Shoplifting Course	0	0
Psychiatric / Psychological Assessment	0	0
Traffic School	0	0

**FORD COUNTY SHERIFF'S OFFICE  
APRIL 2024  
ACTIVITY SUMMARY REPORT**

**INCOME RECEIVED**

\$26,260.00 – Boarding	\$903.20 – Civil Process	\$50.00 – Arrestee Medical Fund
\$ 6,616.17 – Contracts	\$440.00 – Work Release	\$10.00 – Misc. Reimbursement
\$ 2,728.86 – Inmate Phones	\$291.28 – Transport Reimbursement	\$ 5.00 – Report Request

**TOTAL FOR THE MONTH**

\$37,304.51

**FY24 TOTAL TO DATE**

\$233,653.35

**TRAFFIC ACCIDENTS-05**

**WARNING CITATIONS-24**

**TRAFFIC CITATIONS-44**

18 – Speeding	01 – Operate Vehicle w/video device
06 – Suspended/Revoked Driver's License	01 – Illegal Transportation/Alcohol
05 – Expired Registration	01 – Unlawful Display of Plates
04 – Operate Uninsured Motor Vehicle	01 – Disregard Stop Sign
01 – Improper Lane Usage	01 – No Driver's License
01 – Agg. Fleeing Police	01 – Driving off Roadway
01 – Improper Turn Signal	01 – No Seatbelt
01 – Driver Unlawful Possession of Cannabis	

**CRIMINAL CITATIONS-03**

01 - Cruelty to Animals	01 - Possession of Meth	01 - Possess Drug Paraphernalia
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**FIELD INCIDENT/COMPLAINT REPORTS**

19 – Civil/Non-criminal complaint	03 – Property standby	01 – Death investigation
14 – Assisting other agencies	03 – Trespassing	01 – Harassment
12 – Investigation follow-up	03 – E911 hang-up	01 – Missing person
12 – Animal complaint	02 – Suicide threat	01 – Noise complaint
10 – Motorists assist	02 – Car in ditch	01 – Parking complaint
07 – Suspicious Activity	02 – Found property	01 – Stolen vehicle
06 – Domestic Trouble	01 – Security Alarm	01 – Welfare check
05 – Suspicious Vehicle	01 – Ordinance Violation	
04 – Theft	01 – Criminal Damage	
04 – Burglary	01 – Custody dispute	

**CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)**

Court Summons: 21/35                      Warrants: 18

**FORD COUNTY INMATES TOTAL MANDAYS TO DATE-2620**

Monthly Ford County Inmate Mandays: 571



**RESOLUTION 24 -**

**APPOINTING A MEMBER OF THE BOARD OF REVIEW  
FORD COUNTY, ILLINOIS**

**WHEREAS**, 35 ILCS 200/6-5 governs the appointment of members of the Ford County Board of Review; and

**WHEREAS**, the re-appointment of Johnathan Powers will expire on June 1, 2024; and

**THEREFORE, BE IT RESOLVED BY THE FORD COUNTY BOARD** that Johnathan Powers is hereby re-appointed to the Ford County Board of Review for a term expiring June 1, 2026.

Passed at the Ford County Board meeting this 13<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Debbie Smith  
Ford County Board Chairman

ATTEST: \_\_\_\_\_  
Amy Frederick  
Ford County Clerk & Recorder

**RESOLUTION OF THE COUNTY BOARD OF THE COUNTY  
OF FORD, ILLINOIS, APPOINTING TRUSTEE FOR THE  
KEMPTON COMMUNITY FIRE PROTECTION DISTRICT**

**BE IT RESOLVED** by the County Board of the County of Ford, Illinois, that in pursuance of the authority in this Board conferred by the provisions of 70 ILCS 705/4, and in pursuance of the request for the appointment of Roger A. Gualandi as a Trustee for the Kempton Community Fire Protection District of the Counties of Ford, Livingston and Iroquois, this County Board does now appoint Roger A. Gualandi whose address is 3845 North State Highway 115 East, Kempton, IL 60946, as Trustee of said Kempton Community Fire Protection District for the term ending on the first Monday of May, 2027.

We do fix the Bond of the said Roger A. Gualandi in the amount of \$1,000.00.

And now we further find that the said Roger A. Gualandi has filed with the Clerk of this Board his Bond in the amount of \$1,000.00 with Marlin O. Donley and Philip J. Earing as individual sureties, and said Bond is now hereby approved.

We further find that the said Roger A. Gualandi has filed in the Office of the County Clerk of Ford County, Illinois, the STATEMENT OF ECONOMIC INTERESTS as by Statute required and has filed in the Office of the County Clerk of Ford County, Illinois, his Oath herein for said office.

We, therefore, Order that the County Clerk of the County of Ford, Illinois, as Clerk of this Board, formally notify the said Roger A. Gualandi of his appointment as Trustee of said Kempton Community Fire Protection District for the term as hereinabove set forth.

APPROVED: \_\_\_\_\_  
Chairman of the County Board of  
the County of Ford, Illinois.

The above Resolution was duly adopted at a regular meeting of the County Board of the County of Ford, Illinois, held on the \_\_\_\_\_ day of May, 2024.

\_\_\_\_\_  
Secretary



Resolution 24-

Resolution for The Ford County Highway Department Maintenance of Drainage Tile

WHEREAS: in many locations within the Right-of-Way administered by the Ford County Highway Department there exists drainage tile. The condition of these existing tiles is extremely variable. While most drain tiles go unnoticed through much of their useful life others require periodic maintenance in order to operate effectively.

WHEREAS: the most typical indication that a drainage tile needs to be maintained is a scour hole that develops at the soil surface as a result of a crushed or broken drainage tile. The surrounding soil becomes displaced, and is often washed away through the drainage tile system. In order for these drainage tiles to operate effectively, broken tiles should be repaired and properly backfilled.

WHEREAS: the Ford County Highway Department has a responsibility to protect and maintain the roadway, including the shoulders and embankment.

THEREFORE: based on Illinois Highway Code (605 ILCS 5, Article 9) and the opinion of the Chief Counsel of the Illinois Department of Transportation, the local highway authority has no obligation to maintain the drainage tile. In the instance where an existing drainage tile is located on the public right-of-way, and where the existing drainage tile does not benefit the highway, the maintenance responsibility and expense lies with the owner of the drainage tile system.

THEREFORE: the policy of Ford County for the maintenance of drainage tile shall be:

The Ford County Highway Department shall repair drainage tile located within the public right-of-way under its jurisdiction if the conditions threaten the structural integrity of the roadway. If the drainage tile needs repair and is under the roadway or in the front slope of the roadway, the County Highway Office will contract for repair and the responsibility for the expense will be with those who benefit from the tile.

If the broken or crushed drainage tile does not threaten the structural integrity of the roadway, the Ford County Highway Department will not plan to make repairs to the drainage tile. It will be the responsibility of the local landowner or drainage tile owner to repair any tile that causes a scour hole located at the flowline or backslope of the ditch.

A permit will be required before any excavation can occur in the public right-of-way. The permit is available at no charge from the Ford County Highway Department.

Signed this 13<sup>th</sup> day of May, 2024

\_\_\_\_\_  
Debbie Smith  
Ford County Board Chairman

Attest: \_\_\_\_\_  
Amy Frederick  
Ford County Clerk & Recorder



Local Public Agency Engineering Services Agreement

Using Federal Funds? [ ] Yes [x] No Agreement For: MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Ford County; County: Ford; Section Number: ; Job Number: ; Project Number: ; Contact Name: Greg Perkinson; Phone Number: (217) 395-2206; Email: fordcohi@maxwire.net

SECTION PROVISIONS

Local Street/Road Name: various; Key Route: ; Length: ; Structure Number: SN listing attached; Location Termini: various; Add Location; Remove Location

Project Description: 2024 NBIS Bridge Inspections and Program Management

Engineering Funding: [x] MFT/TBP [ ] State [ ] Other; Anticipated Construction Funding: [ ] Federal [ ] MFT/TBP [ ] State [ ] Other NA

AGREEMENT FOR

[ ] Phase I - Preliminary Engineering [ ] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Hampton, Lenzini & Renwick, Inc.; Contact Name: Steven Megginson; Phone Number: (217) 546-3400; Email: swmegginson@hlreng.com; Address: 3085 Adlai Stevenson Drive, Suite 201; City: Springfield; State: IL; Zip Code: 62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- NBIS Structure List
- HLR 2024 Hourly Rate Schedule
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER



shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate                      \$56,800.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:              Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

**III. IT IS MUTUALLY AGREED,**

- 1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
- 3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc.	36-2555986	\$56,800.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$56,800.00
Total for all work		\$56,800.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type  
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)  
  
12/20/2023  
Title

By (Signature & Date)  
  
12/20/2023  
Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. Complete Field Inspections as the Team Leader with Ford County Inspector to assist with documentation and photo records.
- b. Provide Program Manager to review and certify the NBIS Routine, Fracture Critical, In-Depth and Special Inspection forms.
- c. Assist County inspector with final documentation and data entry to IDOT database



Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Ford County

Hampton, Lenzini & Renwick, Inc.

Ford

**EXHIBIT B  
PROJECT SCHEDULE**

Notice to Proceed.....February, 2024

Field Inspection and documentation.....April - October, 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)



Local Public Agency Engineering Services Agreement

Agreement For: MFT PE; Agreement Type: Original; Using Federal Funds? No

LOCAL PUBLIC AGENCY: Ford County, Section Number 24-01121-00-BR, Contact Name Greg Perkinson, Email fordcohi@maxwire.net

SECTION PROVISIONS: Local Street/Road Name TR 42B, Length 600 ft, Structure Number 027-5524 Ex; 3465 Pr. Location Termini SW corner Sec 31 - T 26 N, R 9 E, 1200 E / 1960 N Brenton Township

Project Description: Bridge Replacement: Surveys, Preliminary Bridge Design & Hydraulic Report, Environmental Coordination, Wetland Delineation, Design, PS&E, Right-of-Way Plats.

Engineering Funding: MFT/TBP; Anticipated Construction Funding: Federal; Township Bridge Program

AGREEMENT FOR: Phase I - Preliminary Engineering, Phase II - Design Engineering

CONSULTANT: Prime Consultant (Firm) Name Hampton, Lenzini & Renwick, Inc., Contact Name Steven Megginson, Phone Number (217) 546-3400, Email swmegginson@hlreng.com, Address 3085 Adlai Stevenson Drive, Suite 201, City Springfield, State IL, Zip Code 62703

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Location Map
- IMET - Structural Boring Proposal
- Hourly Rate Schedule 2024

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate           \$36,500.00           (Maximum Fee \$150,000)

Cost plus Fixed Fee:       Fixed

Note: Scope Items K and L are not included in the stated upper limit.

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

**III. IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.



4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.


**AGREEMENT SUMMARY**

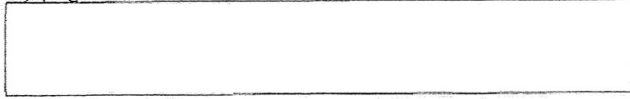
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini & Renwick, Inc.	36-2555986	\$33,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing		\$3,250.00
Subconsultant Total		\$3,250.00
Prime Consultant Total		\$33,000.00
Total for all work		\$36,500.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The County of Ford County

By (Signature & Date)  


By (Signature & Date)  


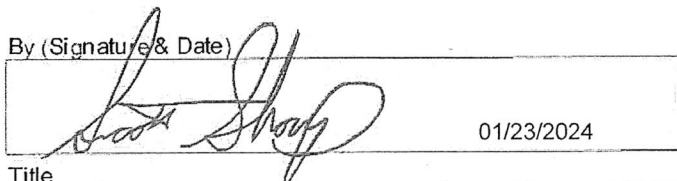
Local Public Agency Type  
Ford County Clerk

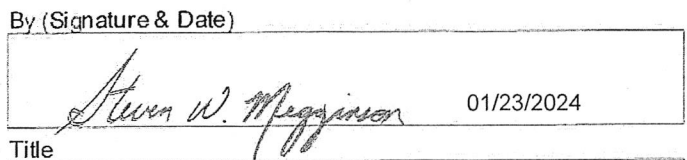
Title  
County Board Chairperson


(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name  
Hampton, Lenzini & Renwick, Inc.

By (Signature & Date)  
  
01/23/2024  
Title  
Senior Structural Engineer

By (Signature & Date)  
  
01/23/2024  
Title  
Vice President

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


Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	24-01121-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans;
- b.(X) Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of a HEC Ras Hydraulic Model and Scour Evaluation for the detailed bridge plans.
- c. (X) 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.( X ) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets, including a wetland delineation, Bat Assessment, and ESR submittal. A PESA and PSI can be completed as needed, but are not included in the project fee upper limit.
- e.( ) 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.
- f.( X ) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit Bridge waterway sketch and/or Channel Change sketch, Utility plan. (IDNR review fees are not anticipated and not included in contract)
- g.( X ) Prepare Preliminary Bridge Design and Hydraulic Report, an economic analysis and justification of proposed improvements for full structure replacement. A HEC-RAS model will be completed with high water effects on roadway overflows and bridge approaches, a scour evaluation and Countermeasure designs.
- h.( ) Prepare the Project Development Report and variance requests; attend FHWA/IDOT Coordination Meeting when required by the DEPARTMENT.
- i.( X ) Make complete general and detailed plans, special provisions, proposals and estimates of cost & time; furnish the LA with necessary electronic and paper copies of the plans, special provisions, proposals, and estimates.
- j.( X ) Develop a structural model and load rating using AASHTOWare software, prepare the Structural Load Rating Summary (BBS 2942) for all applicable design and rating configurations and submit to the IDOT Local Bridge Unit for approval.
- k.( X ) Furnish the LA with land survey, right of way dedications and temporary construction easements, including prints of the corresponding plats and deeds.
- l.( X ) Locate section lines and reset monuments, as necessary.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	24-01121-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Notice to Proceed.....	April, 2024
Field Survey and Data Plotting.....	May, 2024
Environmental Surveys, Permitting.....	April - September, 2024
Preliminary Designs.....	August 2024
Contract Plans, Specifications and Estimates.....	January, 2025
Right-of-Way Documents.....	January, 2025
Project Letting.....	March, 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Ford County	Hampton, Lenzini & Renwick, Inc.	Ford	24-01121-00-BR

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)



COUNTY Ford BRIDGE NUMBER 027-5524  
 MUNICIPALITY Brenton  
 TOWNSHIP Brenton  
 SECTION           

STATE OF ILLINOIS  
 Bureau of Local Roads and Streets  
**BRIDGE RECORD**

On Federal Aid Highway System?  
 Yes  No

Station            Built as            Route TR 42B Marked Route            Year Built 1929  
 Name of Stream, Railroad or Other Route stream  
 Total Length (Bk.-Bk. Abut.) 16'-4" Roadway Width 25'-0" Sidewalk Width 6" curbs Handrail Type concrete  
 Type of Surface concrete w/asphalt Minimum Vertical Clearance unrestricted Skew Angle 250 Lt.  
 Weight of Structural Steel (tons)            Type of Bridge reinforced concrete slab  
 Abutment Type closed concrete Pier Type           

No.	Type	Length	Spans		Length
			No.	Type	
1	R. C. Slab	15'-2"			

Drainage Area             
 High Water Elevation             
 Year of High Water             
 Waterway Opening            Sq. Ft.             
 Flood Frequency            Year           

Design Loading unknown Maximum Load Limit           

Date	Maximum Load Limit		Date	Amount
	Amount	Date		

R 9 E 3 PM

Location Sketch

Date	Maximum Load Limit		Date	Amount
	Amount	Date		
7-25-79				



**Midwest Engineering and Testing, Inc.**  
geotechnical - environmental - materials engineers  
1701 W. Market St., Suite B  
Bloomington, IL 61701  
309-821-0430  
[www.metgeotech.com](http://www.metgeotech.com)

January 23, 2024

Mr. Steve Megginson, PE, SE  
Hampton, Lenzini and Renwick Inc.  
3085 Stevenson Dr., Ste. 201  
Springfield, IL 62703  
[swmegginson@hlreng.com](mailto:swmegginson@hlreng.com)

Re: Proposal for Geotechnical Services  
Proposed Bridge Replacement  
Section 20-01121-00-BR  
Brenton Township  
Ford County, Illinois  
MET Proposal No. 24019

Dear Mr. Megginson:

As requested in your January 22, 2024 email, Midwest Engineering and Testing, Inc. (MET) is pleased to submit this proposal to provide geotechnical services at the above referenced site. A brief description of our understanding of the project and a discussion of the scope of services to be provided are outlined in the following paragraphs.

The project site is located in Brenton Township in Ford County, Illinois at the bridge which carries North 1200 East Road over a creek crossing, approximately 3200 feet north of East 1900 North Road.

As requested, we propose completing one (1) structural boring to a depth of 50 feet, near one end of the structure, in accordance with the *IDOT Geotechnical Manual, Section 3.4.3.2 Borings* guidelines. The boring will be performed with a truck or track-mounted drilling rig using conventional hollow-stem auger to advance the holes. Soil samples will be obtained using split-barrel sampling techniques at 2.5-ft. intervals through a depth of 30 feet and at 5-ft. intervals thereafter. The depth to groundwater will be noted during the drilling operations and measured in the open borehole upon completion. Upon completion of the drilling, the borehole will be backfilled and the surface will be patched with cold-patch asphalt.

Utility clearance for the boring will be obtained by MET beforehand by contacting JULIE (Joint Utility Locating Information for Excavators). MET will utilize a crew trained in layout procedures to locate the boring in the field and will provide ground surface elevations by level survey methods. Our proposal includes traffic control consisting of signs and cones in the work area.

Proposal for Geotechnical Services  
Proposed Bridge Replacement  
Section 20-01121-00-BR  
Brenton Township  
Ford County, Illinois  
MET Proposal No. B24019

Appropriate laboratory testing will be performed in accordance with ASTM and IDOT standards to adequately characterize the soil at the project site. The laboratory testing will include at a minimum, moisture content tests, and unconfined compression tests on all intact cohesive samples. A geotechnical engineer will classify all soils and a typed boring log in IDOT format will be provided.

The results of the field measurements, sampling and laboratory testing will be provided on a boring location diagram and boring log. An engineering analysis and preparation of a report with design recommendations is included in our scope of services. MET proposes to perform the soil boring and provide the geotechnical report on a unit price basis as outlined on the attached estimate worksheet.

If you have any questions regarding this proposal, please contact us at your convenience. MET will proceed with the work upon receipt of written authorization. If this proposal is acceptable, please acknowledge by signing the acceptance block found at the end of this proposal. We are looking forward to working with you on this project.

Sincerely,

**Midwest Engineering and Testing, Inc.**

Kelsey R. Mueller  
Bloomington Division Manager

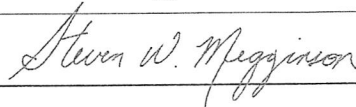
Enclosures: Estimate Worksheet  
Location Map  
General Conditions

Accepted: \_\_\_\_\_

Name: \_\_\_\_\_

Steven W. Megginson

Signature: \_\_\_\_\_



Title: \_\_\_\_\_

V.P, Hampton, Lenzini & Renwick, Inc.

Date: \_\_\_\_\_

01/15/2024



Ramsey Division

Midwest Engineering and Testing, Inc.

geotechnical - environmental - materials engineers
1701 W. Market St., Suite B
Bloomington, IL 61701
309-821-0430
www.metgeotech.com

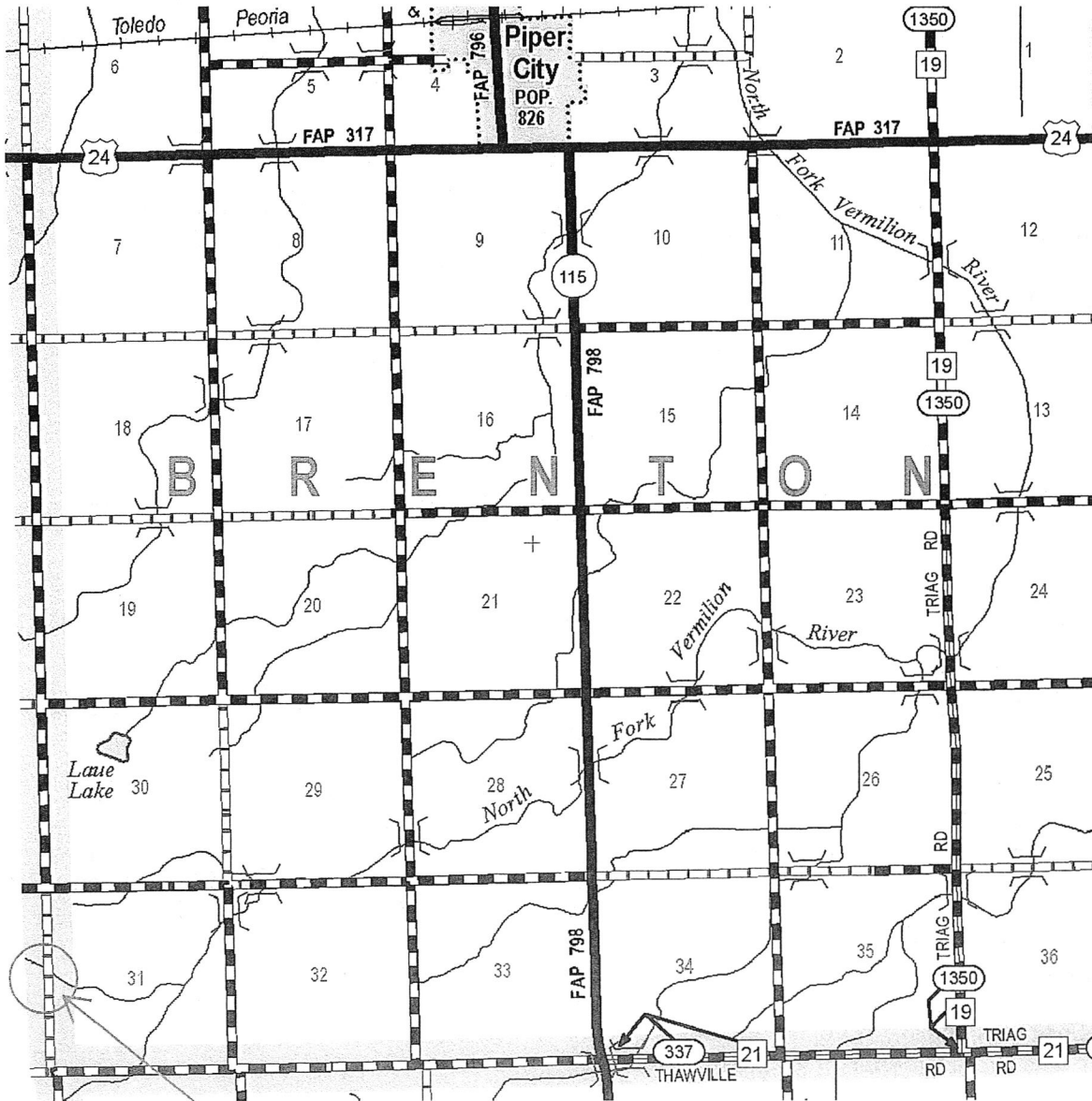
Mr. Steve Megginson, PE, SE
Hampton, Lenzini and Renwick Inc.
3085 Stevenson Dr., Ste. 201
Springfield, IL 62703
swmegginson@hlreng.com

Proposal for Geotechnical Services
Proposed Bridge Replacement
Section 20-01121-00-BR
Brenton Township
Ford County, Illinois
MET Proposal B24019
January 23, 2024

ESTIMATE WORKSHEET

Table with 4 columns: Description, Quantity, Unit Fee, Total. Rows include Field Exploration Services, Laboratory Soil Testing Services, and Engineering services, ending with a TOTAL ESTIMATED FEE of \$3,250.00.

R. 9 E.



T. 26 N.

Proposed Improvement  
Sec. 24-01121-00-BR

Location Map



**GENERAL CONDITIONS**  
**Midwest Engineering and Testing, Inc. (MET)**  
**Geotechnical Services**

**Item 1. Scope of Work.** Midwest Engineering and Testing, Inc. (MET) shall perform services in accordance with an "agreement" made with the "client." The agreement consists of MET's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of MET's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MET's work. MET shall have no obligations to any party other than those expressed in this agreement.

**Item 2. Site Access.** The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MET that all necessary permissions for MET to enter the site and conduct the work have been obtained. While MET shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that MET has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

**Item 3. Utilities.** In the performance of its work, MET will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MET harmless and indemnify MET from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MET for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MET or otherwise disclosed by the client or utility locator service. MET will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MET of any known or suspected undocumented fills, hazardous materials, byproducts, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MET employees or subcontractors or which in any other way may be pertinent to MET's proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MET site personnel and/or the public. MET may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MET's work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil relative to the project. As such, MET does not create, generate, transport or at any time own or store hazardous materials in the performance of its work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

**Item 5. Confidentiality.** MET shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MET shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MET against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by MET is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MET.

**Item 6. Standard of Care.** MET will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MET are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MET will not be responsible for the interpretation by others, of data obtained by MET for the geotechnical study.

**Item 7. Technical Methodology and Protocol.** MET will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to execution of this agreement.

**Item 8. Limitations of Liability.** The client agrees to limit MET's liability to the client and all parties claiming through the client or otherwise claiming reliance on MET's services, allegedly arising from MET's professional acts or errors and omissions, to a sum not to exceed MET's applicable insurance limits. In no event shall MET or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MET's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

**Item 9. Insurance.** MET represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MET's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MET shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions.

**Item 10. Modifications.** This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties; and neither the client nor MET may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 11. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MET at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MET for all services performed prior to and for such termination.

### Exhibit A – Hourly Rate Schedule

<u>Grade Classification of Employee</u>	<u>HLR 2024 Hourly Rate</u>
Principal	\$240.00
Engineer 6	215.00
Engineer 5	195.00
Engineer 4	185.00
Engineer 3	170.00
Engineer 2	140.00
Engineer 1	125.00
Structural 2	230.00
Structural 1	195.00
Technician 3	165.00
Technician 2	135.00
Technician 1	110.00
Intern/ Temp	70.00
Land Acquisition	180.00
Survey 2	170.00
Survey 1	125.00
Environmental 3	180.00
Environmental 2	135.00
Environmental 1	110.00
Administration 2	150.00
Administration 1	90.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect until December 31, 2024. In the event services of the ENGINEER extend beyond December 31, 2024, the hourly rates will be adjusted yearly to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time. The stated upper limit of compensation will remain in effect.

RESOLUTION NO: 2401

ADDENDUM NO: \_\_\_\_\_

IN THE MATTER OF )  
VILLAGE OF MELVIN LAW ENFORCEMENT CONTRACT WITH THE COUNTY OF FORD )

**CONTRACT FOR COUNTY LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT**, made this 01st day of December 2023, by and between the County of Ford (hereinafter referred to as County), Illinois, and the **Village of Melvin** (hereinafter referred to as Village), Illinois, a municipal corporation.

**WITNESSETH:**

**WHEREAS**, the Village has the need for police protection, but does not have the economic resources with which to maintain a police department of the necessary size, nor the provisions to adequately train or equip said police department; and

**WHEREAS**, the County has an established modernly trained and equipped sheriff's office which could provide the required police protection and community policing programs within the corporate limits of the Village to the extent and manner hereinafter set forth; and

**WHEREAS**, the Village has desired the services of a modernly trained and equipped sheriff's office which the County is able and willing to furnish said police protection; and

**WHEREAS**, the Village and County have reached an agreement pursuant to authority granted by Article 7, Section 10 (a) of the Illinois Constitution whereby the County would provide law enforcement services to the Village pursuant to the terms of this Contract.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the following has been agreed by and between the County and the Village:

1. This Contract shall be operative for a period not to exceed one (1) year and shall commence the 01st day of December 2023 and shall thus expire the 30th day of November 2024.
2. The Village shall remit to the County the sum of \$11,178.30, Eleven Thousand One Hundred Seventy-eight Dollars and 30/100, which shall be paid in accordance with one of the following listed options after the Contract has been accepted and signed by the County and Village.

- Option 1: One installment of the full amount by June 01st, 2024, or
- Option 2: Two installments of \$5,589.15 each; the first installment due by May 01st, 2024 and the second installment due by October 01st, 2024.

In the event the Village elects to terminate this agreement, the contract shall expire on the last day of the same month the Village Board voted to be released from the agreement. The County shall reimburse to the Village all monies remaining on the contract balance, less those months where County law enforcement services were provided.

3. Within their capabilities, the County shall provide the deputies and equipment required to accomplish the obligations pursuant to this Contract, and in accordance with 65 Illinois Compiled Statutes, Section 5/1-4-6, the County shall be deemed the employing governmental entity.

4. The County Sheriff shall ensure deputies are sufficiently trained and proficient in those law enforcement skills required to provide professional and quality service to the Village.
5. Depending upon existing County manning and fiscal allocations, and other available resources, law enforcement communication, investigative and administrative services provided under this Contract shall consist of the following:
  - A. Intermittent patrols, which shall include discretionary employment of traffic radar control measures; responses to emergency (for the purpose of this Contract, an emergency shall include those offenses which subject persons and or property to immediate danger or harm) and non-emergency calls for assistance generated by Village residents; law enforcement investigative services; 24-hour radio and telephone communication service to the Village; and a file and records system of those criminal investigations, incidents, complaints, and arrests generated within the Village.
    - 1) In the absence of the Village police and with prior notification, the Ford County Sheriff's Office shall intermittently patrol and respond to service calls from Village residents. The Village shall provide copies of local ordinances and any future revisions to the County Sheriff to assist in enforcement efforts.
    - 2) All traffic offense fines and forfeitures within the Village shall be paid to the Village.
    - 3) Law enforcement investigative services, joint County/Village investigation or exclusive County investigations may be requested by the Village President, Village Police Committee Chairman, or the Village Chief of Police. A rate of \$55.00 (Fifty-Five and 00/100) per man-hours per individual incident. Such investigative services shall exclude any animal complaints unless such animals pose an immediate threat to the public health or safety of Village residents.
    - 4) Quarters used by the Village police department may be used by the County Sheriff's Office in connection with the performance of territorial duties outside of the Village and adjacent thereto, provided however, the performance of such outside duties shall not be of additional cost to the Village.
    - 5) If necessary, the County shall assist Village police in the preparation of law enforcement data. Reportable Village law enforcement data shall be included in the county's regular Illinois State Police Uniform Crime Report Statistics. Such data shall be provided by Village police to the County Sheriff's Office no later than the first day of the following month.
    - 6) If the County is unable to respond to emergencies, the County shall contact the Illinois State Police or other capable agencies in close proximity to provide immediate emergency response.
    - 7) Upon request, the Village Mayor/President may obtain final dispositions on those cases directly related to their Village.
6. A committee consisting of a County Sheriff's Committee representative, the County Sheriff, the Village Mayor/President and a Village Alderman shall be formed to resolve questions or disputes related to the Contract. The County Sheriff shall make the final and conclusive determination on those issues pertaining to specific law enforcement related functions and duties.
7. The foregoing constitutes the entire agreement between parties and no verbal statements shall supersede any of its provisions. This Contract shall be amended by mutual agreement, and signed and executed with the same formality with which this instrument was executed.

**IN WITNESS THEREOF**, the Village of Melvin, by resolution, duly adopted by its governing body, cause this Agreement to be signed by its Mayor/President and attested by its Clerk; and the County of Ford, by order of its governing body, has caused these presents to be affixed thereto and attested by the Clerk of said governing body, all on the day, month, and year first above written.

VILLAGE OF MELVIN, ILLINOIS

COUNTY OF FORD, ILLINOIS

BY:   
\_\_\_\_\_  
Mayor/President, Village of Melvin

BY: \_\_\_\_\_  
Chairman, Ford County Board

ATTEST:   
\_\_\_\_\_  
Clerk, Village of Melvin

ATTEST: \_\_\_\_\_  
Ford County Clerk

## Interagency Agreement Regarding Emergency Dispatching, Communications and Other Services

Whereas the Ford County Sheriff's Office and Recipient(s) are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore enter into an Interagency Agreement with one another and with other public agencies to perform such services; and,

Whereas, the Ford County Sheriff's Office has an emergency communications dispatch center and systems capable of providing emergency communications services to law enforcement agencies, fire departments, fire districts and emergency medical services providers within Ford County and beyond; and,

Whereas the Ford County Sheriff's Office and the parties to this agreement believe emergency dispatch and communications services as well as other services would be best served by being managed through the Ford County Sheriff's Office and "Oversight Board"; and,

Whereas, Paxton Police Department, Gibson City Police Department, Ford County E911 Board, Gibson Area Hospital and Ambulance Services, Ford County Area Fire Departments, (herein called the "Oversight Board") desires to obtain emergency dispatch and emergency communications services from the Ford County Sheriff's Office Telecommunications Center; and,

Whereas the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the health, safety and welfare of the citizens to have a unified emergency dispatch and communications system having the advantage of economies of scale; and,

Whereas the governing body of each party has resolved, agreed, or ordained that this interagency agreement may be entered into;

Now, Therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:



## I) Definitions

Ford County Telecommunications Center: To be administered by this agreement.

There shall be an Oversight Board composed of seven (7) persons as follows:

1. The Gibson City Police Chief or Designee
2. The Paxton Police Chief or Designee
3. The Ford County E911 Director or Designee
4. The Gibson Area Ambulance Director or Designee
5. A Fire Department Representative
6. A Ford County Board Member
7. The Ford County Sheriff

## II) Functions and Authority of the Oversight Board

1. The Ford County Sheriff shall be the permanent chairperson of the Oversight Board.
2. A quorum for the Oversight Board shall consist of five (5) members.
3. The Oversight Board shall meet at least two (2) times annually and appoint a secretary who shall keep good and sufficient minutes of the meetings.
4. Conduct a bi-annual performance review of the Ford County Telecommunications Center.
5. Evaluate and make recommendations to the Ford County Sheriff concerning policies and procedures of the Ford County Telecommunications Center.
6. Evaluate and make recommendations to the Ford County Sheriff concerning development, programming, operational and personnel policies and equipment usage.
7. Oversight Board may call a special meeting at any reasonable time to address recipient concerns involving the Ford County Telecommunications Center.
8. Any increase in funds for dispatch services imposed by Ford County towards the recipients must be approved by the Oversight Board by a two-thirds (2/3) majority vote.

## III) Admission of New Recipients

Public safety entities that are not recipients under this agreement may be added to this agreement as recipients upon meeting any terms and conditions as determined by the Oversight Board.

## IV) Duration and Termination

Except as otherwise specifically provided herein, any party to this agreement may withdraw from the Oversight Board upon at least one (1) year written notice to the Oversight Board. Said termination must be received by May 1st of the year prior to the termination effective on May 1<sup>st</sup> of the following year.

## V) Amendments

This agreement may be amended at any time by the majority action of the Oversight Board and ratified by the majority of the legislative bodies of all Parties of this agreement.

## VI) Severability

If a provision of this agreement of application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the agreement, which can be given effect without invalid provision or application, and to this end, the provisions of the agreement are declared to be severable.

## VII) Execution of Agreement

Each party to this agreement may bind itself with all other parties to this agreement to form the Oversight Board by signing a duplicate original to the Oversight Board. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but that there will be several duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of this agreement and to avoid undue delay in the execution of this agreement. This agreement, however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that member.

## VIII) Indemnity Agreement


Each party to this agreement agrees to hold harmless and indemnify the other parties to this agreement for loss or damage of any nature arising from provision of law enforcement, fire, medical aid services and/or equipment by each party's employees or agents in aid of any other party. Specifically, action under the direction and control of a party to this agreement shall be interpreted solely as direct control of actions by the party receiving the aid. Otherwise, the primary commissioning agency remains liable or responsible for the actions of its employees or agents.

**IX) Compensation**

In consideration for providing emergency communications services, **City of Paxton** shall pay the sum of \$20,000.00 to the Ford County Sheriffs' Office located at 235 N. American Street, Paxton, IL 60957 in equal monthly installments of \$1,666.67, due, and payable without demand by the 15<sup>th</sup> of each month. Recipients may also choose to pay one lump sum of \$20,000.00 on or about May 01, 2024.

**FORD COUNTY SHERIFF**

BY: 

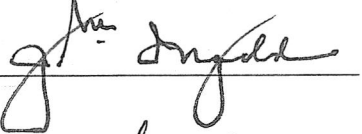
ATTEST: 

**PAXTON CHIEF OF POLICE**

BY: 

ATTEST: 

**CITY OF PAXTON MAYOR**

BY: 

ATTEST: 

**FORD COUNTY BOARD CHAIRMAN**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**FORD COUNTY BOARD SPECIFICALLY  
INSURANCE & PERSONNEL COMMITTEE MEETING MINUTES  
THURSDAY, APRIL 18, 2024**

The Insurance & Personnel Committee met on Thursday, April 18, 2024 at 10:00 A.M. in the Small Courtroom in the Courthouse.

Roll Call showed the following in attendance: Chairman King, Mr. Ferguson, Mr. McQuinn and Mr. Nuss. Also in attendance was Sheriff Johnson, Chief Probation Officer Anderson, SOA Bruens, Jeremy with the Highway Dept. and Dave Kaeding. Mrs. Mussman was not present.

Mr. Nuss made a motion to approve the Agenda. Mr. McQuinn seconded. Voice Vote – Carried

Casey Kemerling with Gallagher spoke to the committee on options to be offered for local governments in the future.

Mr. Nuss made the motion to end the meeting. Mr. Ferguson seconded it. Voice Vote – Carried

The meeting adjourned at 11:45 A.M.

Respectfully Submitted,

Leslie King  
Chairman of Insurance & Personnel Committee

**FORD COUNTY BOARD SPECIFICALLY  
ZONING COMMITTEE MEETING  
TUESDAY, APRIL 23, 2024**

The committee members met in the Large Courtroom in the Courthouse on Tuesday, April 23, 2024, at 6:00 P.M. The roll call showed the following people in attendance: Chairman Ann Ihrke, Cindy Ihrke, Gene May and Tom McQuinn. Also, in attendance were County Board member Leslie King, Steve Kelly with OES, Pam Richart with the Coalition to stop CO2 Pipeline and multiple people signed up to speak. Mr. McCall was not in attendance.

Mr. McQuinn made the motion to approve the agenda. Mr. May seconded it.

Voice Vote – Carried

Steve Kelly with OES went through his presentation from 6:01 P.M. to 6:30 P.M.

Pam Richart with the Coalition to stop CO2 Pipeline went through her presentation from 6:34 P.M. to 7:08 P.M.

At 7:10 P.M., the committee allowed those who signed up to speak and ask questions.

At 9:03 P.M., Mr. McQuinn made the motion to adjourn. Mr. May seconded it.

Voice Vote – Carried

Respectfully Submitted,

Ann Ihrke  
Chairman of the Zone Committee