ORDER OF APPOINTMENT AND DESIGNATION 
OF TERM OF TRUSTEE OF 
BROWNSTOWN FIRE PROTECTION DISTRICT 

WHEREAS, Jack Biggs has heretofore served as a Trustee of the Brownstown Fire Protection District pursuant to authorizing Resolution of the Fayette County Board and an Order of Appointment by its Chairman, and,

WHEREAS, Jack Biggs is willing to serve an additional term, and it is the will of the remaining Trustees of the Brownstown Fire Protection District that he be permitted to continue in office pursuant to appointment, and,

WHEREAS, Jack Biggs remains qualified to serve as a Trustee of the Brownstown Fire Protection District and has tendered his Oath and his Acceptance Of Appointment,

NOW, THEREFORE, pursuant to the authorizing Resolution of the Fayette County Board, I do hereby appoint Jack Biggs as a Trustee of the Brownstown Fire Protection District, for the term hereinafter specified:

For a term beginning at midnight on the Sunday preceding the first Monday of May, 2021 and expiring at midnight on the first Sunday preceding the first Monday of April, 2024.

Dated this 4th day of May, 2021.

[Signature]
Chairman, Fayette County Board
ORDINANCE NO. 2021-05-04-A

AN ORDINANCE GUARANTEEING QUALIFIED IMMUNITY TO EMPLOYEES OF THE FAYETTE COUNTY SHERIFF'S OFFICE

WHEREAS, the Fayette County Board understand the United States Supreme Court defines qualified immunity as a type of legal immunity. It is described as, "Qualified immunity balances two important interests—the need to hold public officials accountable when they exercise power irresponsibly and the need to shield officials from harassment, distraction, and liability when they perform their duties reasonably."


WHEREAS, the Fayette County Board recognizes and understands that qualified immunity is not absolute immunity and the U.S. Supreme Court established tests to determine whether a law enforcement officer’s actions qualify for this type of protection.

WHEREAS, the Fayette County Board recognizes the lawful right of Fayette County Sheriff’s Office employees to qualified immunity and indemnification when they act within the scope of their employment and are subjected to any civil cause of action brought against an employee resulting from or arising out of the performance of their duties, whether the employee was on or off duty at the time of the incident.

WHEREAS, the Fayette County Board agrees to continue their responsibility of protecting Fayette County Sheriff’s Office employees who are subjected to civil causes of action brought against them, when the employee is acting within the scope of their employment. When the employee qualifies for indemnification, the Fayette County Board agrees to handle it in the following manner:

- Holding employees harmless from and pay damages or monies which may be adjudged, assessed, or otherwise levied against any employee.
- Granting employees legal representation throughout the course of any civil cause of action brought against them, at the cost of the Fayette County Board.
- Granting employees the ability to choose their legal counsel upon mutual agreement with the Fayette County Board.

WHEREAS, it is understood that employees of the Fayette County Sheriff’s Office who acts outside the scope of their employment, or commit acts of willful misconduct, would not qualify for this type of legal immunity or indemnification.

WHEREAS, the Fayette County Board agrees this legal protection of Fayette County Sheriff’s Office employees shall only discontinue upon the removal of this ordinance by two-thirds majority vote.
NOW, THEREFORE, be it ordained by the corporate authorities of Fayette County, IL the following:

Section 1. This ordinance guaranteeing qualified immunity and indemnification to all Fayette County Sheriff’s Office employees, is hereby adopted.

Section 2. This ordinance shall be in full force and effect on May _____, 2021.

PASSED THIS _____ day of _____________________, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____________________, 2021.

__________________________
Jenny (Austin) Waggoner, Chairwoman
Fayette County Board, Illinois

ATTEST:

__________________________
Jessica Barker
Fayette County Clerk

{SEAL}
Local Public Agency Agreement for Federal Participation

Local Public Agency
Fayette County

County
Fayette

Section Number
11-00120-01-DR

Fund Type
STR/SMA

ITEP, SRTS, HSIP Number(s)
N/A

MPO Name
N/A

MPO TIP Number
N/A

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Job Number
C-97-067-19

Project Number
0UFIL(348)

Job Number

Project Number

Right of Way

Job Number

Project Number

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name
900 North Road (CH 23)

Key Route
FAS 0717

Length
0.01 mile

From
13.33

To
13.34

Location Terminii
4 miles West of Saint Peter at Little Hickory tributary

Current Jurisdiction
Fayette County

Existing Structure Number(s)
026-5028

Add Location

Remove

PROJECT DESCRIPTION

The project consists of removal and replacement of two (2) existing box culverts. The first culvert will be a single cell, 10' span by 6' rise, reinforced concrete box culvert, 82'-6" long, on a 25° left ahead skew. The second culvert will be a double barrel, 10' span by 8' rise, reinforced concrete box culvert, 66'-0" long, on a 50° right ahead skew.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

☐ METHOD A - Lump Sum (80% of LPA Obligation _______ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - Monthly Payments of due by the of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☐ METHOD C - LPA's Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.
Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.

2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.

5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.

6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Non-discrimination Regulations required by the U.S. Department of Transportation.

7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, 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 STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

8. To provide if required, for the improvement of any railroad-highway grade crossing and railroad crossing protection within the limits of the proposed improvement.

9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.

11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.

12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.

13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer’s Payment Estimates shall be in accordance with the Division of Cost.

14. Certifies to the best of its knowledge and belief that its officials:
   a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
   b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
   c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
   d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

16. (STATE Contracts). That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA’s certification that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

18. To regulate parking and traffic in accordance with the approved project report.

19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an Inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.

22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05821 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.

24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

26. (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information, about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.

2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE’S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDITIONAL INFORMATION

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

1. Location Map
2. Division of Cost
3. Appropriation Resolution

Add Row
The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)  
Mrs. Jenny (Austin) Waggoner

Title of Official  
Fayette County Board Chair

Signature  
Jenny (Austin) Waggoner  
5/5/01

The above signature certifies the agency’s Tin number is  
376000800 conducting business as a Governmental Entity.

Duns Number 05535604

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary  
Date

By:  
Director of Planning & Programming  
Date

By:  
Director of Planning & Programming  
Date

Philip C. Kaufmann, Chief Counsel  
Date

Joanne Woodworth, Acting Chief Fiscal Officer  
Date

**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
### ADDENDA NUMBER 2

**Local Public Agency**
Fayette County

**County**
Fayette

**Section Number**
11-00120-01-DR

<table>
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<tr>
<th>Construction Job Number</th>
<th>Project Number</th>
<th>Engineering Job Number</th>
<th>Project Number</th>
<th>Right of Way Job Number</th>
<th>Project Number</th>
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<td>0UFL(348)</td>
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### DIVISION OF COST

| Type of Work                  | Federal Funds |                |                | State Funds |                |                |                | Local Public Agency |                |               |
|------------------------------|---------------|----------------|----------------|-------------|----------------|----------------|-------------------|---------------------|-------------------|-----------------
|                              | Fund Type     | Amount         | %              | Fund Type   | Amount         | %              | Fund Type         | Amount             | %    | Totals         |
| Participating Construction   | STR           | $680,000.00    | 80%            | SMA         | $170,000.00    | *              | Bal               | $850,000.00        |       |                |
| Construction Engineering     | SMA           | $80,000.00     | *              | Local       |                |                | Bal               | $80,000.00         |       |                |
| Total                        |               | $680,000.00    |                | Total       | $250,000.00    |                | Total             | $930,000.00        |       |                |

Add

If funding is not a percentage of the total, place an asterisk (*) in the space provided for the percentage and explain below:

*Lump Sum State Match Assist NTE $250,000 to be used first as match to the federal funds.

---

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
RESOLUTION

NO: 2021-05-04-B

WHEREAS, Fayette County desires to replace the existing structures over two unnamed tributaries to Little Hickory Creek, where the same is crossed by FAS 717 (St. Peter Road), 4.2 miles west of Saint Peter, Str. No. 026-5028; and known to the Illinois Department of Transportation as Section 11-00120-01-DR and Job No. C-97-067-19; and

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the federal fund source requires a match of local funds; and

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Illinois Department of Transportation; and

NOW THEREFORE, BE IT RESOLVED, that the County Board authorizes the Local Public Agency balance, or as much as such sum as may be needed, to match federal funds in the completion of the aforementioned project known as Section 11-00120-01-DR; and

BE IT FINALLY RESOLVED, that the Fayette County Board Chairman is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to the advancement and completion of said project.

Jenny (Austin) Waggoner,
Fayette County Board Chair

I, Jessica Barker, County Clerk, in and for Fayette County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the County Board of Fayette County at its meeting on the 4th day of May, 2021.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this 4th day of May, 2021.

Jessica Barker,
Fayette County Clerk
STATE OF ILLINOIS  
COUNTY OF FAYETTE  

RESOLUTION
NO: 2021-05-04-C

RESOLUTION

WHEREAS; a request for County Bridge Funds for the purpose of replacing a culvert, on T.R. 272 (1200 Street) over a Tributary to Lee Creek, in Kaskaskia Township, located approximately three (3) miles SE of Shobonier, in accordance with Section 5-501, Chapter 121 of the Illinois Statutes has been filed; and

WHEREAS; the general assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any county for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of all the taxable property in such county, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other county taxes and shall be in excess of any other rate limitation; and

WHEREAS; Kaskaskia Township has petitioned the Fayette County Board for aid in replacing a culvert under Section 5-501 and 6-508, Chapter 121 of the Illinois Statutes as specified in the petition on file with Fayette County; and

NOW, THEREFORE BE IT RESOLVED; that the County Board shall appropriate sufficient funds to pay one-half the expense, estimated to be $8,000, to replace the requested culvert; and

BE IT FINALLY RESOLVED; that the funds necessary to furnish the county bridge aid required in the construction of the above described culvert shall be obtained from the County Bridge Fund.

I, Jessica Barker, County Clerk, in and for Fayette County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the County Board of Fayette County at its meeting on the 4th day of May, 2021.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this 4th day of May, 2021.

Jessica Barker,
Fayette County Clerk
Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement Type

LOCAL PUBLIC AGENCY

Fayette County
Fayette
Section Number 21-00130-00-MS
Job Number

Project Number
Contact Name
Phone Number
Email

Michael Maxey, PE
(618) 283-5025
fchd@ruralcommail.com

SECTION PROVISIONS

Local Street/Road Name Key Route Length Structure Number
FAS 712, FAS 721, FAS 717 NA 026-3003,026-3015,026-3293

Location Termin

FAS 712 at SN026-3003: near the SW corner of Section 15, T8N, R2E, 3rd PM, approx. 6 miles S of Herrick; FAS 721 at SN026-3015: near the SW 1/4 of Section 18, T8N, R1E, 3rd PM, approx. 0.5 miles W of Ramsey; FAS 717 at SN026-3293: near the SE 1/4 of Section 14, T5N, R1W, 3rd PM, approx. 4 miles W of Shobonier.

Project Description
Armor abutment earth slope walls with riprap and excavate channel as required to return bridge opening to more closely match the original design conditions.

Engineering Funding

☐ MFT/TBP ☐ State ☒ Other

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

STR

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering ☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name
Gonzalez Companies, LLC

Contact Name
Brent Taylor, PE

Phone Number
(618) 222-2221

Email
btaylor@gonzalezcos.com

Address
7 Carpenter Drive

City
Salem

State
IL

Zip Code
62881

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. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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
In Responsible Charge
Contractor

construction PROJECT
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: Direct Costs Check Sheet
☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
☐ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
☒ Exhibit E: Gonzalez Co 2021 Professional Service Rates
☒ Exhibit F: Engineer's Prelim. Est. of Cost for Prof. Service

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 Exhibit C).

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 D).
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 $52,000.00 (Maximum Fee $20,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee formula).

☐ Specific Rate

☐ Cost plus Fixed Fee:

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 subcontractors.

The Fixed Fee cannot exceed 18% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original 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 therefrom. 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 indicted 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 (620 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.

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<thead>
<tr>
<th>Prime Consultant</th>
<th>TIN/FEIN/SS Number</th>
<th>Agreement Amount</th>
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<tr>
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<td>43-1872209</td>
<td>$52,000.00</td>
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<th>Agreement Amount</th>
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<tr>
<td>MRJ &amp; Associates, LLC</td>
<td>37-1388028</td>
<td>Incl. in Fee Above</td>
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Subconsultant Total: $52,000.00
Prime Consultant Total: $52,000.00
Total for all work: $52,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The County of Fayette

By: [Signature] Date: 5-5-21

Name of Local Public Agency: Fayette
Local Public Agency Type: County Clerk

By: [Signature] Date: 5-5-21

Title: County Board Chair
Executed by the ENGINEER:

<table>
<thead>
<tr>
<th>Consultant (Firm) Name</th>
<th>Attest:</th>
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<tr>
<td>Gonzalez Companies, LLC</td>
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<table>
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<tr>
<th>By</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Charles L. Reynolds</td>
<td>3/30/2021</td>
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<tr>
<td>Managing Principal</td>
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</table>

APPROVED:

<table>
<thead>
<tr>
<th>By</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>A. Patrick Judge</td>
<td>3/30/2021</td>
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<tr>
<td>Managing Principal</td>
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<table>
<thead>
<tr>
<th>Approved by:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Engineer, Department of Transportation</td>
<td></td>
</tr>
</tbody>
</table>
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. Make such detailed surveys as are necessary for the preparation of detailed plans.

b. Prepare Army Corps of Engineers Permit.

c. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with electronic copies of the plans, special provisions, proposals and estimates. Hard copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

d. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. Wetland mitigation is not part of this agreement.

e. Prepare the Project Development Report when required by the DEPARTMENT.

The following work (below), will be performed according to the Consultant's Professional Service Rates (attached), when requested by the LA.

f. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement, and borrow pit and channel change agreements, including prints of the corresponding plats and staking as required, when requested by the LA.

g. Perform additional professional services as requested by the LA.

h. Phase III - Construction Engineering Services as requested by the LA.

Note:
It is assumed that hydraulic analysis and Preliminary Bridge Design and Hydraulic Report(s) will not be required. It is assumed the project is considered a maintenance type project.
EXHIBIT B
PROJECT SCHEDULE

Review and approval of Preliminary Engineering (PE) Services by County - 4 weeks
Topographic survey (schedule & perform field work) - 4 weeks
ESR / Corps permit submittal & processing - 6 months (24+/- weeks min.)
PE work (including PDR) - 8 weeks
IDOT Pre-Final PS&E review - 3 weeks
Perform field check with County / revise PS&E for field check / IDOT comments - 2 weeks
IDOT Final PS&E approval - 3 weeks
Project on IDOT state letting - 2 weeks
Contract approval, bonds, insurance processing - 4-6 weeks
Start Construction
**Exhibit C**

**Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowable</th>
<th>Quantity</th>
<th>Contract Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual cost (Up to state rate maximum)</td>
<td></td>
<td></td>
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<tr>
<td>Lodging Taxes and Fees (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Actual Cost</td>
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<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
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<td>Vehicle Mileage (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
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<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
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<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
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<tr>
<td>Tolls</td>
<td>Actual cost</td>
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<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
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<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
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<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
<td></td>
<td></td>
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<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
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<tr>
<td>Copies of Deliverables/Mylars (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of Deliverables/Mylars (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Project Specific Insurance</td>
<td>Actual Cost</td>
<td></td>
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<tr>
<td>Monuments (Permanent)</td>
<td>Actual Cost</td>
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<tr>
<td>Photo Processing</td>
<td>Actual Cost</td>
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<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual Cost</td>
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<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual Cost</td>
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<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
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<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Public Meeting Facility Rental</td>
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<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Recording Fees</td>
<td>Actual Cost</td>
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<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual Cost</td>
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<tr>
<td>Courthouse Fees</td>
<td>Actual Cost</td>
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<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<tr>
<td>Aerial Photograpy and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>Utility Exploratory Trenching</td>
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<tr>
<td>Testing of Soil Samples</td>
<td>Actual Cost</td>
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<tr>
<td>Lab Services</td>
<td>Actual Cost (Provide breakdown of each cost)</td>
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<tr>
<td>Equipment and/or Specialized Equipment Rental</td>
<td>Actual Cost (Requires 2-3 quotes with IDOT approval)</td>
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Total Direct Costs
Exhibit D
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)
# 2021 Professional Service Rates

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## Direct Costs

- **Mileage**: IRS Standard Rate
- **Other Direct Costs**: 15% Markup
- **Subconsultant Costs**: 15% Markup
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**SUMMARY**

- **PROJECT**
  - 16
  - 98
  - 16
  - 0
  - 0
  - 228
  - 0
  - **TOTAL**
    - 16
    - 98
    - 16
    - 0
    - 0
    - 228
    - 0
    - **358**

MRJ Subconsultant Fee: $7,500
COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2021-05-04-D

AN ORDINANCE APPROVING THE FAYETTE COUNTY LOCAL EMERGENCY MANAGEMENT AGENCY (EMA) COORDINATOR AGREEMENT

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS THIS 4th DAY OF MAY, 2021

PUBLISHED BY THE AUTHORITY OF THE COUNTY BOARD OF FAYETTE COUNTY THIS 4th DAY OF MAY, 2021
ORDINANCE No. 2021-05-04-D

AN ORDINANCE APPROVING THE FAYETTE COUNTY LOCAL EMERGENCY MANAGEMENT AGENCY (EMA) COODINATOR AGREEMENT

WHEREAS, Fayette County, Illinois (the “County”), has therefore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the County Clerk and the Fayette County EMA Committee has reviewed and requested approval from the County Board of the attached Fayette County Local Emergency Management Agency (EMA) Coordinator Agreement (attached hereto as Exhibit A); and,

WHEREAS, that said contract is for the purpose of assessing, assigning, and delegating local emergency management to the Fayette County Health Department; and

WHEREAS, it is in the best interests of the County to approve the attached Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.

The County hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.

The County hereby approves the Fayette County Local Emergency Management Agency (EMA) Coordinator Agreement.

SECTION 3. AUTHORIZATION TO OFFICERS.

The County Board Chairperson is authorized, empowered and directed to execute the Agreement in the name of the County. The County Clerk is hereby authorized empowered and directed to attest the signature of the County Board Chairperson on such Contract. Upon passage
and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS.

All Officers, Employees and Agents of the County are hereby authorized, empowered and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution of the Contract.

SECTION 5. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 6. REPEALER.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the 4th day of May, 2021, upon yea and nay vote as follows:

Ayes 12
Nays 1
Absent 1

APPROVED by the Chairperson of the Fayette County Board, Illinois on the 4th day of May, 2021.

Jenny Waggoner, Chairperson
Fayette County Board, Illinois

ATTEST:
Jessica Barker
Fayette County Clerk

Seal of Fayette County, Illinois
Fayette County
Local Emergency Management Agency (EMA) Coordinator Agreement
Between
Fayette County Board and Fayette County Health Department

WITNESSED

WHEREAS, the Fayette County Board (hereinafter referred to as “County Board”) is responsible for the appointment of a local Emergency Management Agency (EMA) Coordinator;

WHEREAS, the Fayette County Health Department (hereinafter referred to as “Department”) employs staff that are willing and able to serve as the EMA Coordinator;

WHEREAS, The Fayette County Board agrees to and does hereby appoint the Fayette County Health Department as EMA Coordinator for Fayette County, Illinois.

It is both parties’ intent to enter into an agreement whereby a qualified designee of the Department will serve the function as EMA Coordinator for the County Board. The terms of which are as follows:

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, the parties to the following;

COUNTY BOARD

A. Provide access to (including keys), maintain all insurance and license for, and provide maintenance and inspection fees on all EMA equipment including vehicles and fuel.

B. Maintain the current arrangement with Fayette County Sheriff to handle telephone dispatch for EMA outside the hours of 8 am to 4 pm Monday-Friday, on all Department holidays, or any other time the EMA Coordinator is unavailable. Will maintain phone line and Cell Phone for 24/7 Coverage.

C. Ensure the Fayette County EMA Committee meets with the Coordinator at least quarterly.

D. Reimburse the Health Department quarterly for EMA Coordinator services. Quarterly reimbursement shall be equal to ¼ of all Fayette County EMA associated grants.

E. Supply the Department with all current grant contracts pertaining to EMA and Contact update as they occur.
DEPARTMENT

A. Fulfill duties and responsibilities as indicated in 29 Illinois Administrative Code 301 (Political Subdivision and Emergency Services and Disaster Agencies) that are pertinent to local EMAs and non-mandated EDSAs.

B. Fulfill all mandates so as to maintain accreditation of the Fayette County EMA.

C. The Department agrees to employ a EMA Coordinator whose work efforts will be 50% of the county’s standard work week (35 hours). This is understood to be 17.5 hrs.

D. Maintain the coordinator as an employee of the Department. In doing so, the coordinator will abide by the Department policy manual and all other department policies including cost of living adjustments, health insurance, and travel reimbursement.

E. The EMA Coordinator will comply with and implement the guidelines for Fayette County EMA Coordinator as attached hereto and incorporated by reference herein.

F. The Department will submit a quarterly bill to the county for payment.

TERM AND TERMINATION

The term of this agreement will be for a 12-month period commencing on January 1, 2021, and concluding on December 31, 2021. This agreement will be renewed annually. This agreement may be terminated by either party by giving 14 days written notice.

For and on Behalf of:

Fayette County Board

Jenny (Austin) Waggoner, Chairperson

Date: 05-04-2021

For and on Behalf of:

Fayette County Health Department

Bradley Dunn, Chairperson

Date: ______________________

Kendra Craig, Acting Administrator

Date: ______________________

Attest:

Jessica Barker
Fayette County Clerk
Guidelines for Fayette County EMA Coordinator

1. Coordinator shall work 17.5 hours per week within the EMA program and shall be on call for emergencies at all other times. When more than 17.5 hours are worked in one week because of a disaster or other EMA related business, the Coordinator shall reduce time in the EMA program the following week so that an average of 17.5 hours are worked throughout the term of the contract.

2. Coordinator shall ensure all required reports are accurately processed and forwarded to the State in a timely manner.

3. Ensure that all EMA volunteers are screened and approved by the EMA committee.

4. Maintain a log book for all EMA vehicles which included the current mileage, destination date and purpose of use.

5. All EMA equipment shall be stored in the Emergence Operations Center in the basement of the courthouse, at the Health Department, or other Fayette County owned property.

6. Coordinator shall maintain a current inventory of all EMA equipment. Said inventory shall be available for review by the EMA Committee members during regular Department office hours.

7. Coordinator will ensure that all equipment shall undergo a periodic inspection and necessary maintenance shall be performed in order to assure its readiness in the event of a disaster.

8. All equipment shall not be loaned without prior approval of the County Board Chairperson, with the exception of necessary emergency equipment being loaned to a hospital, nursing home, or similar organization in an emergency situation if the County Board Chairperson is unavailable.

9. EMA vehicles shall be used for official business only.

10. Coordinator shall report, either orally or in writing, to the County Board and Fayette County Health Administrator at each monthly meeting. The report shall include information regarding EMA participation in community events, training activities, responses to emergencies and all other pertinent information.

11. Coordinator is to partner with and volunteer with American Red Cross to assist those in need due to house fires. Volunteer hours should be kept to a minimum and clearly documented on time sheet.