

**RESOLUTION R-2017-0201**  
**and**  
**CERTIFICATE OF APPOINTMENT**

WHEREAS, the appointment to the Byron Museum District by the Ogle County Board;

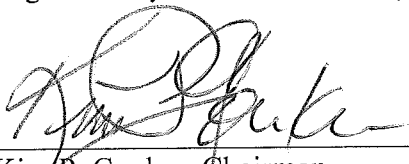
WHEREAS, the name of

Nellene M. Jeter  
712 W 2nd St  
Byron, IL 61010

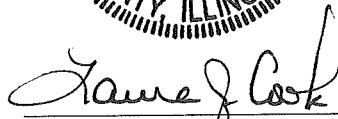
who is an elector of said district, is presented to the Ogle County Board for approval of appointment;

BE IT HEREBY RESOLVED, the appointment is for unexpired term that ends June 30, 2020.

Voted upon and passed by the Ogle County Board on February 17, 2017.

  
\_\_\_\_\_  
Kim P. Gouker, Chairman  
Ogle County Board



  
\_\_\_\_\_  
Laura J. Cook, Ogle County Clerk

**RESOLUTION R-2017-0202**  
**and**  
**CERTIFICATE OF APPOINTMENT**

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


WHEREAS, the name of

Kathleen E. Wilson  
P.O. Box 12  
Oregon, IL 61061

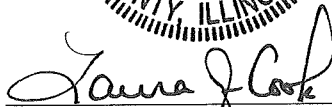
who is an elector of said district, is presented to the Ogle County Board for approval of appointment;

BE IT HEREBY RESOLVED, the appointment is for unexpired term that ends December 31, 2020.

Voted upon and passed by the Ogle County Board on February 17, 2017.

  
\_\_\_\_\_  
Kim P. Gouker, Chairman  
Ogle County Board



  
\_\_\_\_\_  
Laura J. Cook, Ogle County Clerk

**Resolution 2017-0203**


**Resolution to Authorize Long Range Planning Invoices**

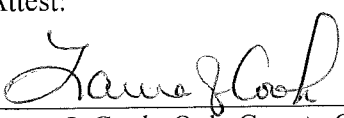
WHEREAS, on February 21, 2017, the Ogle County Board reviewed a summary of proposed Long Range Planning expenses;

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

SUPPLIER NAME	DESCRIPTION	AMOUNT
Fehr Graham Engineering & Environmental	Boundary & Topographic Surveys - Parking Lot - Rochelle EOC	\$ 2,505.00
11th Street Express-Printing	Jail Mailer- Print & Address List	\$ 7,725.44
Frontier	Balance on County Phones	\$ 1,912.29
Card Service Center - IT Credit Card	Best Buy- Battery Back-Ups	\$ 359.97
Saavedra Gehlhausen Architec	Ogle County Maintenance Projects	\$ 600.60
	TOTAL:	\$ 13,103.30

Presented and Approved at the February 21, 2017, Ogle County Board Meeting.

  
\_\_\_\_\_  
Kim P. Gouker, Ogle County Board Chairman

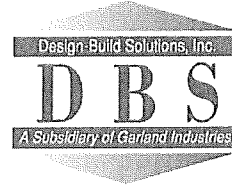
Attest:  
  
\_\_\_\_\_  
Laura J. Cook, Ogle County Clerk



R-2017-0204



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



**ROOFING MATERIAL AND SERVICES PROPOSAL**

Ogle County  
EMA Roof Replacement  
510 East Lincoln Hwy  
Rochelle, IL 61068  
Date Submitted: 01/24/2017  
Proposal #: 25-IL-170055  
MICPA # 14-5903  
Illinois Roofing License #: 104.015673

**Please Note:** The following estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

**Scope of Work: Base Bid - EMA Roof Replacement**

- 1 Remove existing roof assembly down to structural metal deck(existing assembly consists of metal deck, 1" wood fiber board, BUR, 1" iso insulation, .5" wood fiber board, BUR F&G surface).
- 2 Install 1/8:12 tapered polyisocyanurate insulation with a minimum of 1" thickness at drains on entire roof according to wind uplift calculations. Minimum R-value for assembly is 30.
- 3 Install .5" wood fiber board in Type III hot asphalt according to wind uplift calculations directly to tapered polyisocyanurate insulation.
- 4 Install 1xPly Stressbase 80 base sheet directly to wood fiber board in hot asphalt.
- 5 Install 1xPly Stressply E directly to base sheet in hot asphalt.
- 6 Immediately embed No.5 roofing gravel in hot asphalt on entire roof.
- 7 Install 1xPly Stressbase 80 base Sheet and 1xPly Optimax Mineral cap sheet at all penetrations and perimeter using Flashing Bond. Three course all vertical seams with Silverflash and mesh.
- 8 Install new Kynar-coated 24-ga. Steel sheet metal flashing and trim in accordance with Section 07 60 00 and drawings/details.
- 9 Clean up and haul away all debris.
- 10 Cost to replace all skylights is included the proposal price.

**Base Bid - EMA Roof Replacement:**

**Proposal Price Based Upon Market Experience: \$ 160,530**

**Competitive Bid Results (Base Bid):**

McDermaid Roofing & Insulating Co.	\$	160,530
Freeport Industrial Roofing, Inc.	\$	220,255
Sterling Commercial Roofing, Inc.	\$	240,296

**Unforeseen Site Conditions:**

Wood Blocking (Nailer) Replacement	\$	3.36	per Linear Foot
Decking Replacement	\$	16.93	per Square Foot

**Scope of Work: Deduct Alternate**

1 Reduced cost to leave all existing skylights will be left in place.

**Deduct Alternate:**

Proposal Price Based Upon Market Experience:	\$	(4,543)
----------------------------------------------	----	---------

**Competitive Bid Results (Add Alternate):**

McDermaid Roofing & Insulating Co.	\$	(4,543)
Sterling Commercial Roofing, Inc.	\$	(10,853)
Freeport Industrial Roofing, Inc.	\$	(15,675)

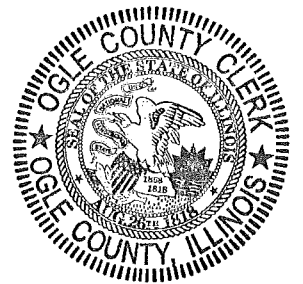
Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2017.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662



Presented and approved at the February 21, 2017 Ogle County Board Meeting.

  
Kim P. Gouker, Chairman

  
Laura J. Cook, Ogle County Clerk

R-2017-0206

**RESOLUTION**

**FOR COUNTY BRIDGE CONSTRUCTION**

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

2017 County Pipe

Various Roads

BE IT FURTHER RESOLVED that the County share be made from County Aid to Bridge Fund (CAB);

WHEREAS, bids were received at the office of the County Engineer of Ogle County on February 10, 2017 at 2:00 PM for the above project;

WHEREAS, the following low bid was submitted by:

Contech Engineered Solutions, LLC.;	\$23,330.50
<u>Metamora, IL</u>	

WHEREAS, the Road & Bridge Committee of Ogle County reviewed the bids and recommends its approval;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of \$23,330.50 for the County portion of said project.

BE IT FURTHER RESOLVED that the above low bid be accepted and awarded.

STATE OF ILLINOIS)  
                                                          ) SS  
COUNTY OF OGLE )

I, Laura J. Cook, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Ogle County, at its regular meeting held at Oregon on February 21, 20 17 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 21st day of February, A.D. 20 17 .

  
\_\_\_\_\_  
County Clerk



**RESOLUTION**

**FOR COUNTY ROAD CONSTRUCTION**

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

2017 Crack Sealing                      Sec 17-00000-04-GM

WHEREAS, bids were received at the office of the County Engineer of Ogle County on February 10, 2017        at 2:00 PM for the above project;

WHEREAS, the following low bid was submitted by:

Freehill Asphalt, Inc., Watseka, IL                      \$113,939.87

WHEREAS, the Road & Bridge Committee of Ogle County reviewed the bids and recommends its approval;

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of \$57,000.00 from the Motor Fuel Tax (MFT) fund, and the sum of \$57,000.00 From the Federal Aid Matching (FAM) fund for the County portion of said project.

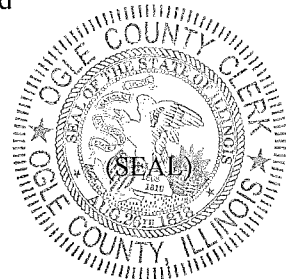
BE IT FURTHER RESOLVED that the above low bid be accepted and awarded subject to no protests being filed.

STATE OF ILLINOIS    )  
                                          ) SS  
COUNTY OF OGLE    )

I, Laura J. Cook, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Ogle County,  
at its regular meeting held at Oregon on February 21, 20 17 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this 21st day of February, A.D. 20 17 .

Laura J. Cook  
County Clerk





County Maintenance Resolution

RESOLVED, by the County board of Ogle County, that \$57,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2017 and ending December 31, 2017, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Ogle County, } ss.

I, Laura Cook County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Ogle County, at its regular

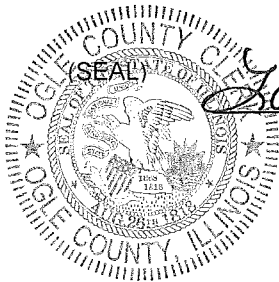
meeting held at Oregon, Illinois

on February 21, 2017 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Oregon

in said County, this 21st day of February A.D. 2017




Handwritten signature of Laura Cook

County Clerk

Approved
Regional Engineer
Department of Transportation
Date



 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency Ogle County	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-00299-00-RS	Fund Type STR	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-061-16	RS-0079(105)				

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 constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name Milledgeville Rd (CH 7) Route FAS 0079 Length 5.74mi.  
 Termini From Brookville Road to Maple <sup>Ave</sup> Street in Polo

Current Jurisdiction Ogle County TIP Number \_\_\_\_\_ Existing Structure No \_\_\_\_\_

**Project Description**

3P Resurfacing

**Division of Cost**

Type of Work	STR	%	%	LPA	%	Total
Participating Construction	410,000	( 50 )	( )	410,000	( 50 )	820,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 410,000</b>			<b>\$ 410,000</b>		<b>\$ 820,000</b>

**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.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

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 (**required for State-let contracts only**)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
 METHOD C---LPA's Share \$410,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### 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**, and 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 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, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination 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 department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and 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 a presumption in favor of the **STATE** for the 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 rail 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) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to 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) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - 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, and 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 - 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 adjusted 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 **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt 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.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual 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 the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. 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 on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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;
  - 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
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (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**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- 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;
  - 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;
  - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) 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 which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

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 this phase of the improvement 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.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve 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 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.
- (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. **LPAs** 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 Finance and Administration, Audit Coordination Section, 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.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), 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/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the 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 Payment Estimates in accordance with the Division of Cost on page one.
- (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 the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of 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 (31U.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, obligations 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 that Act exempt its application.

**ADDENDA**

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

Number 1- Location Map. Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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

**APPROVED**

State of Illinois  
Department of Transportation

Kim P. Gouker

Name of Official (Print or Type Name)



Randall S. Blankenhorn, Secretary

Date

COUNTY BOARD CHAIRMAN

Title (County Board Chairperson/Mayor/Village President/etc.)

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Kim Gouker 2/28/2017

(Signature)

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

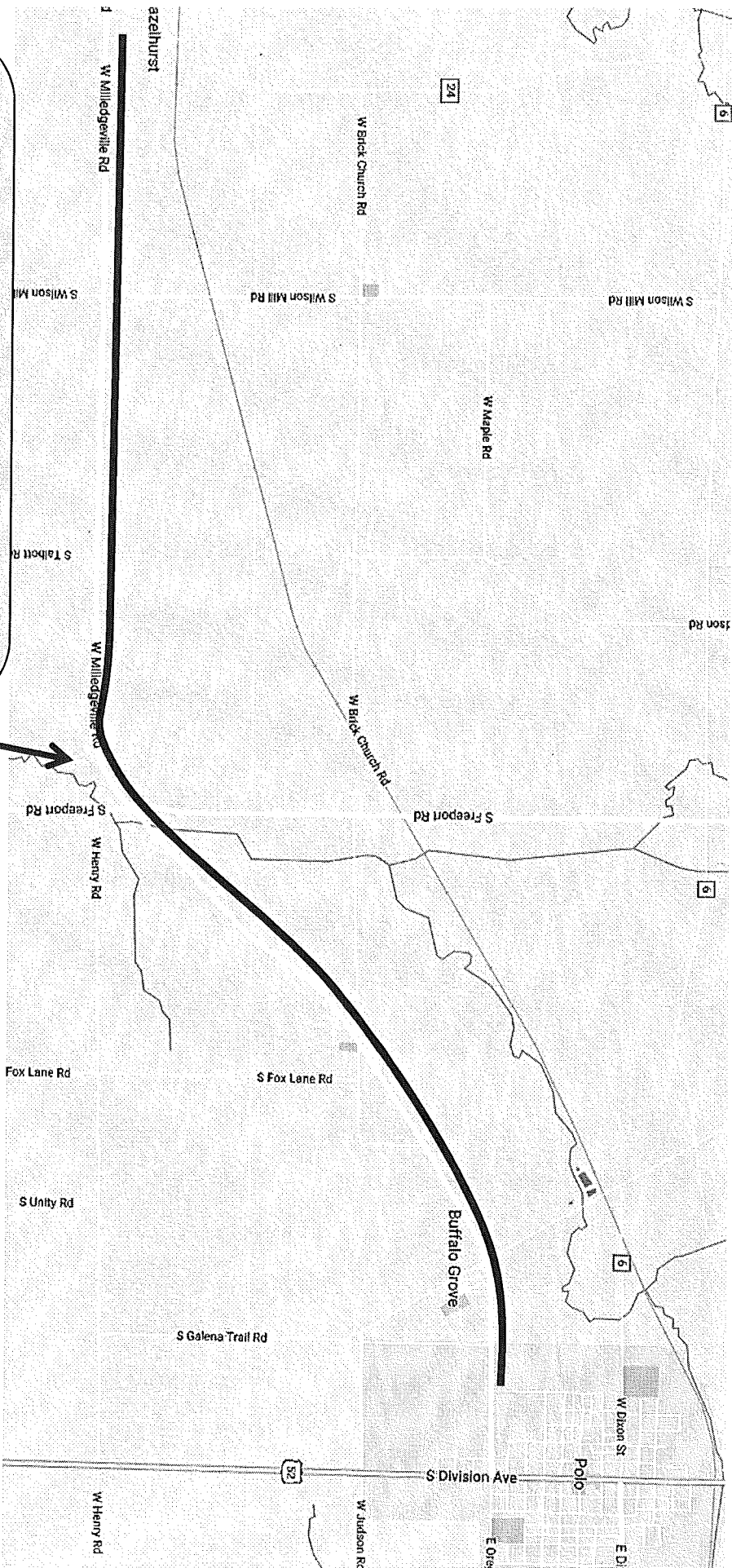
Jeff Heck, Chief Fiscal Officer (CFO)

Date

The above signature certifies the agency's TIN number is 36-6006637 conducting business as a Governmental Entity.

DUNS Number 133625124

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



**Ogle County**  
 STR  
 SECTION 13-00299-00-RS  
 3P Resurfacing on  
 Milledgeville Road  
 from Brookville Rd to Maple St in Polo

*Addendum #1, Location Map*

**R E S O L U T I O N**

**FOR COUNTY ROAD CONSTRUCTION**

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

13-00299-00-RS                      Milledgeville Road                      Asphalt Overlay

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of  \$410,000  from the       Federal Aid Matching       fund for the County portion of said project.

STATE OF ILLINOIS)  
                                                  ) SS  
COUNTY OF OGLE )

I, Laura J. Cook, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Ogle County, at its regular meeting held at Oregon on       February 21      , 20   17   .

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Oregon, in said County, this   21st   day of   February  , A.D. 20   17   .

  
\_\_\_\_\_   
County Clerk

