RESOLUTION 2015-1001
and
CERTIFICATE OF APPOINTMENT

WHEREAS, the appointment to the Ogle County Housing Authority by the Ogle County Board, AND WHEREAS, the name of
Bryan S. Boblett
203 S 3rd St – Apt 109
Oregon, IL 61061
who is an elector of said district, is presented to the Ogle County Board for approval of appointment,
BE IT HEREBY RESOLVED, the appointment is for a term that ends October 31, 2020.

Voted upon and passed by the Ogle County Board on October 20, 2015.

Kim P. Gouker, Chairman
Ogle County Board

Rebecca Huntley, Ogle County Clerk
APPLICATION FOR APPOINTMENT
BY THE OGLE COUNTY BOARD

Date: 8/24/15

Please type or print legibly

Position: Ogle County Housing Authority

Applicant’s Name: Bryan S. Boblett
(First) (M.I.) (Last)

Address: 203 S. 3rd St. - Apt 109
(Street)

Oregon IL 61061
(City) (State) (Zip)

Township: Nashua

Phone: (815) 535-2690 N/A
(Home) (Work)

E-Mail: N/A

Do you have a conflict of interest if appointed? YES NO

SUBMIT RESUMÉ OR BRIEF BIO

I understand this application must be returned to the Ogle County Clerk’s Office on or before October 2, 2015. The above information is true and correct to the best of my knowledge.

Mail to:

Ogle County Clerk
105 S 5th St – Suite 104
Oregon, IL 61061

Signature of Applicant
I am 49 years old and have been a lifelong resident of Oregon. The past 5 years I have lived in Ogle County housing in Oregon. For the past 3 years I have served on the housing board. I have enjoyed this position and feel that I have made a difference in the lives of the residents. I am familiar with the residents and they feel comfortable sharing any issues they might have with me. Due to this comfort level, I can either take care of any problems or point the residents in the right direction in order to resolve their issues. Thank you for your consideration. I look forward to serving another term.
RESOLUTION 2015-1002

Whereas, the Ogle County Board Chairman has received a notice of resignation from Thomas A. Cline, DDS on the Ogle County Board of Health;

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

Accepted by the Ogle County Board on October 20, 2015.

Kim P. Gouker
Ogle County Board Chairman

Rebecca Huntley
Ogle County Clerk
TO: MEMBERS OF THE OGLE COUNTY BOARD AND THE PUBLIC HEALTH ADMINISTRATOR

FROM: THOMAS A. CLINE, D.D.S.

DATE: OCTOBER 5, 2015

FOR THE PAST FEW YEARS I HAVE BEEN HAPPY AND PLEASED TO SERVE THE OGLE COUNTY DEPARTMENT OF HEALTH AS A BOARD MEMBER REPRESENTING THE PROFESSION OF DENTISTRY. I HAVE ENJOYED MY ASSOCIATION WITH ADMINISTRATORS AND OTHER BOARD MEMBERS. THIS YEAR HAS BEEN CHALLENGING TO ME PERSONALLY AS MY FAMILY AND I HAVE HAD HEALTH ISSUES AND MY ATTENDANCE AT BOARD OF HEALTH MEETINGS HAS BEEN VERY POOR. THEREFORE, I REGRETFULLY RESIGN MY POSITION ON THE OGLE COUNTY BOARD OF HEALTH TO ALLOW A MORE EFFECTIVE MEMBER TO SERVE. I REMAIN GRATEFUL FOR THIS OPPORTUNITY TO SERVE OGLE COUNTY.

THOMAS A. CLINE, D.D.S
OGLE COUNTY HOLIDAY SCHEDULE
2016

January 1, 2016 New Year’s Day Friday
January 18, 2016 Martin Luther King Jr. Day Monday
February 12, 2016 Lincoln’s Birthday Friday
February 15, 2016 Washington’s Birthday (observed) Monday
March 25, 2016 Good Friday Friday
May 30, 2016 Memorial Day Monday
July 4, 2016 Independence Day Monday
September 5, 2016 Labor Day Monday
October 10, 2016 Columbus Day (observed) Monday
November 11, 2016 Veteran’s Day Friday
November 24, 2016 Thanksgiving Day Thursday
November 25, 2016 Day following Thanksgiving Friday
December 26, 2016 Christmas Day (observed) Monday

OGLE COUNTY BOARD MEETING DATES
2016

January 19 February 16 March 16* April 19
May 17 June 21 July 19 August 16
September 20 October 18 November 15 December 20
October 24 – Budget Hearing (tentative)

The Ogle County Board meets on the third Tuesday of the month at 5:30 p.m.
Ogle County Courthouse
105 S. 5th Street – 3rd Floor
Oregon, IL

Chairman
County Clerk

*March 16 due to General Primary Election
STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
COUNTIES OF CARROLL, JO DAVIESS, LEE, OGLE and STEPHENSON

SUBJECT: Legal Holidays-2016
ADMINISTRATIVE ORDER NO. 15-5

IT IS HEREBY ORDERED THAT:

(1) The Circuit Court of the Fifteenth Judicial Circuit (Counties of Carroll, Jo Daviess, Lee, Ogle and Stephenson) shall adjourn, and the Offices of the Circuit Clerk of the Fifteenth Judicial Circuit and the Probation Departments of said counties shall be closed on the following legal holidays for the year 2016:

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
<th>Day of Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2016</td>
<td>New Year's Day</td>
<td>Friday</td>
</tr>
<tr>
<td>January 18</td>
<td>Martin Luther King, Jr. Day</td>
<td>Monday</td>
</tr>
<tr>
<td>February 12</td>
<td>Lincoln's Birthday</td>
<td>Friday</td>
</tr>
<tr>
<td>February 15</td>
<td>Washington's Birthday (Observed)</td>
<td>Monday</td>
</tr>
<tr>
<td>March 25</td>
<td>Spring Holiday</td>
<td>Friday</td>
</tr>
<tr>
<td>May 30</td>
<td>Memorial Day</td>
<td>Monday</td>
</tr>
<tr>
<td>July 4</td>
<td>Independence Day</td>
<td>Monday</td>
</tr>
<tr>
<td>September 5</td>
<td>Labor Day</td>
<td>Monday</td>
</tr>
<tr>
<td>October 10</td>
<td>Columbus Day (Observed)</td>
<td>Monday</td>
</tr>
<tr>
<td>November 11</td>
<td>Veterans' Day</td>
<td>Friday</td>
</tr>
<tr>
<td>November 24</td>
<td>Thanksgiving Day</td>
<td>Thursday</td>
</tr>
<tr>
<td>November 25</td>
<td>Day Following Thanksgiving Day</td>
<td>Friday</td>
</tr>
<tr>
<td>December 26</td>
<td>Christmas Day (Observed)</td>
<td>Monday</td>
</tr>
</tbody>
</table>

(2) All matters returnable on said legal holidays be continued to the next business day of this Court.

(3) The time for filing all motions and pleadings is extended to the next business day of this Court.

Dated this 7th day of July, 2015. This Order shall be spread upon the records of this Court and published.

Ronald M. Jacobson, Chief Judge
Fifteenth Judicial Circuit
# Ogle County Monthly Resolution List - October 2015

<table>
<thead>
<tr>
<th>RES#</th>
<th>Account</th>
<th>Type</th>
<th>Account Name</th>
<th>Total Collected</th>
<th>County Clerk</th>
<th>Auctioneer</th>
<th>Recorder/Sec of State</th>
<th>Agent</th>
<th>Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-15-001</td>
<td>0815010K</td>
<td>SAL</td>
<td>CLAIR YOUNT</td>
<td>1,588.00</td>
<td>0.00</td>
<td>0.00</td>
<td>30.50</td>
<td>389.38</td>
<td>1,188.12</td>
</tr>
<tr>
<td>10-15-002</td>
<td>0815014K</td>
<td>SAL</td>
<td>BULWARK CO.</td>
<td>702.53</td>
<td>0.00</td>
<td>0.00</td>
<td>30.50</td>
<td>350.00</td>
<td>322.03</td>
</tr>
<tr>
<td>10-15-003</td>
<td>0815020K</td>
<td>SAL</td>
<td>ANTHONY O'BRIEN</td>
<td>682.00</td>
<td>0.00</td>
<td>0.00</td>
<td>30.50</td>
<td>350.00</td>
<td>281.50</td>
</tr>
<tr>
<td>10-15-004</td>
<td>0815021K</td>
<td>SAL</td>
<td>CHERYLE ZURBUCH</td>
<td>707.00</td>
<td>0.00</td>
<td>0.00</td>
<td>30.50</td>
<td>350.00</td>
<td>326.50</td>
</tr>
<tr>
<td>10-15-005</td>
<td>0815013K</td>
<td>SAL</td>
<td>MARK DANIEL, JENNIFER DANIEL</td>
<td>805.00</td>
<td>0.00</td>
<td>0.00</td>
<td>30.50</td>
<td>350.00</td>
<td>424.50</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td>$4,464.53</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$152.50</td>
<td>$1,789.38</td>
<td>$2,522.85</td>
</tr>
</tbody>
</table>

Clerk Fees: $0.00  
Recorder/Sec of State Fees: $152.50  
Total to County: $2,522.85
WHEREAS, The County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-402-017

As described in certificates(s) : 2010-00289 sold November 2011

and it appearing to the Finance & Revenue Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Clair Yount, has bid $1,588.00 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid $1,168.12 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $30.50 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $1,588.00.

THEREFORE, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $1,168.12 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this ______ day of ______, 2015

ATTEST:
Rebecca Huntley
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER
WHEREAS, The County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-406-035

As described in certificates(s) : 2011-00216 sold November 2012

and it appearing to the Finance & Revenue Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Mark Daniel, Jennifer Daniel, has bid $805.00 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid $424.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $30.50 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $805.00.

THEREFORE, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $424.50 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _______ day of ________, 2015

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-15-005
WHEREAS, The County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-09-176-018

As described in certificates(s) : 2009-00294 sold November 2010

and it appearing to the Finance & Revenue Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Cheryle Zurbuch, has bid $707.00 for the County’s interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid $326.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $30.50 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $707.00.

THEREFORE, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be authorized to execute a deed of conveyance of the County’s interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $326.50 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 20th day of October, 2015

ATTEST:

Rebecca Huntley
CLERK

K. P. Schnake
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER
WHEREAS, The County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-09-128-008, 009

As described in certificates(s): 2009-00293 sold November 2010, 2010-00299 sold November 2011 and it appearing to the Finance & Revenue Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Anthony O'Brien, has bid $662.00 for the County's interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid $281.50 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $30.50 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $662.00.

THEREFORE, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $281.50 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 20th day of October, 2015

ATTEST:
Rebecca Huntley
CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER
WHEREAS, The County of Ogle, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Ogle, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

TAYLOR TOWNSHIP

PERMANENT PARCEL NUMBER: 22-08-429-011, 012

As described in certificate(s) : 2010-00296, 2010-00295 sold November 2011

and it appearing to the Finance & Revenue Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Bulwark Co., has bid $702.53 for the County’s interest, such bid having been presented to the Finance & Revenue Committee at the same time it having been determined by the Finance & Revenue Committee and the Agent for the County, that the County shall receive from such bid $322.03 as a return for its certificate(s) of purchase. The County Clerk shall receive $0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive $0.00 for his services and the Recorder of Deeds shall receive $30.50 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is $702.53.

THEREFORE, your Finance & Revenue Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF OGLE COUNTY, ILLINOIS, that the Chairman of the Board of Ogle County, Illinois, be authorized to execute a deed of conveyance of the County’s interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of $322.03 to be paid to the Treasurer of Ogle County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 20th day of October, 2015

ATTEST:

[Signatures]

CLERK

COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER
Resolution 2015-1005

Resolution to Authorize Long Range Planning Invoices

WHEREAS, on October 20, 2015, the Ogle County Board reviewed a summary of proposed Long Range Planning expenses;

NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board authorizes payment of Long Range invoices totaling $172,670.26 for the following:

<table>
<thead>
<tr>
<th>SUPPLIER NAME</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Disposal</td>
<td>Disposal of contaminated soil 501 W. Washington Street</td>
<td>$260.23</td>
</tr>
<tr>
<td>Fehr Graham Engineering</td>
<td>UST Site Assessment &amp; Closure Add'l Work @ 501 W. Washington Street</td>
<td>$10,952.50</td>
</tr>
<tr>
<td>Simplex Grinnell</td>
<td>Card Reader - Labor Charge - IT</td>
<td>$11,320.20</td>
</tr>
<tr>
<td>SaavedraGehlausen Architects</td>
<td>Maintenance Projects - Professional Services for September 2015</td>
<td>$40,379.20</td>
</tr>
<tr>
<td>Syndeo</td>
<td>Removal of iTFiber Cable @ Old Sheriff's Building</td>
<td>$1,910.00</td>
</tr>
<tr>
<td>Gold Piece Enterprises, Inc.</td>
<td>Asbestos Inspection - Scope of Work @ Old Sheriff's Building</td>
<td>$263.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td>$172,670.26</td>
</tr>
</tbody>
</table>

Presented and Approved at the October 20, 2015, Ogle County Board Meeting.

Attest:

[Signature]
Rebecca Huntley, Ogle County Clerk

[Signature]
Kim P. Gouker, Ogle County Board Chairman
AGREEMENT made as of the Twenty Third day of October in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Ogle County
105 S 5th St
Oregon, IL 61061

and the Contractor:
(Name, legal status, address and other information)

N-Trak Group, LLC
5905 Material Ave
Loves Park, IL 61111

for the following Project:
(Name, location and detailed description)

Demolition of Old Ogle County Sheriff's Building
Jefferson St and South Second St
Oregon, IL 61061

The Architect:
(Name, legal status, address and other information)

Saavedra Gehlhausen Architects
504 N Church St
Rockford, IL 61103

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1  THE CONTRACT DOCUMENTS
2  THE WORK OF THIS CONTRACT
3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4  CONTRACT SUM
5  PAYMENTS
6  DISPUTE RESOLUTION
7  TERMINATION OR SUSPENSION
8  MISCELLANEOUS PROVISIONS
9  ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1  THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2  THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

| NA |

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Sixty Calendar Days (60 Calendar days) from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)


Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

None

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Ninety Seven Thousand One Hundred Fifteen Dollars and No Cents ($ 97,115.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid Amount $96,615.00
Alternate Bid #1 Performance and Payment Bond $ 500.00

TOTAL CONTRACT SUM $97,115.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

| General Contingency Allowance | $20,000.00 |

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)
§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™—2007, General Conditions of the Contract for Construction;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201—2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section 9.8.5 of AIA Document A201—2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201—2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201—2007, and to satisfy other requirements, if any, which extend beyond final payment; and

2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:
ARTICLE 6  DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 7  TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8  MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1 %

§ 8.3 The Owner’s representative:
(Name, address and other information)

Don Griffin
Long Range Planning Committee Chair
105 S 5th St
Oregon, IL 61061
815-732-3101

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User Notes:

(1869370421)
§ 8.4 The Contractor’s representative:
(Name, address and other information)

N-Trak Group
5905 Material Ave
Loves Park, IL 61111
815-282-3000

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1.01</td>
<td>103 Jefferson St</td>
<td>September 4, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demolition Plan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 9.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum 1</td>
<td>September 10, 2015</td>
<td>7 - Incl. 6 pages of Attachments</td>
</tr>
<tr>
<td>Addendum 2</td>
<td>September 11, 2015</td>
<td>2 – Incl. 1 Attachment</td>
</tr>
<tr>
<td>Addendum 3</td>
<td>September 14, 2015</td>
<td>2 – Incl. 1 Attachment</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

Init.

1


User Notes:

R-2015-1006
§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraph deleted)

- Other documents, if any, listed below:
  (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Exhibit A – Specifications Table of Contents
- Exhibit B– Bid Proposal dated September 17, 2015
- Exhibit C – Certificate of Insurance
- AIA Document A201-2007 General Conditions of the Contract (included by reference)

ARTICLE 10  INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Bond</td>
<td>100% of Contract Sum</td>
</tr>
</tbody>
</table>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Don Griffin
Chairman of Long Range Planning Committee
(Printed name and title)

CONTRACTOR (Signature)
Danielle Schlichting
Chief Administrative Officer
(Printed name and title)

OWNER (Signature)
Kim P. Gosker
Chairman of Ogle County Board
(Printed name and title)
EXHIBIT A
TABLE OF CONTENTS

COVER
TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 0010 – Notice to Bidders
Section 00 0101 – Project Title Page
Section 00 0201 – General Conditions of the Contract for Construction – AIA Document A201-2007
Section 00 0500 – Form of Agreement – AIA Document A101-2007
Section 00 0800 – Supplementary Conditions
Section 00 0900 – Owner’s Requirements for Bonds and Insurance
Section 00 2113 – Instruction to Bidders – AIA Document A701-1997
Section 00 2213 – Supplementary Instructions to Bidders
Section 00 3000 – Bid Form

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 1000 – Summary
Section 01 2000 – Asbestos Building Inspection Report

DIVISION 02 – EXISTING CONDITIONS

Section 02 4116 – Structure Demolition

DIVISION 31 – EARTHWORK

Section 31 2000 – Earth Moving

END OF TABLE OF CONTENTS
Exhibit B
Document 00 3000

BID FORM

BID FOR: Demolition of Old Ogle County Sheriff's Building
Project No. 15021.00

REVISED BID FORM – 09/10/15

SUBMIT TO: Office of the Ogle County Sheriff
202 South First Street
Oregon, IL 61061

Bid due by: 2:00 PM Noon, Thursday, September 17, 2015

BID FROM: N-TRAQ GROUP LLC
(Contractor)

5908 Materials Ave.
(Street)
Looe Park, IL 61061
(City) (State) (Zip)

BID FOR: GENERAL CONSTRUCTION WORK.

THE UNDERSIGNED:

1. Acknowledges receipt of:
   A. Project Manual for: Demolition of Old Ogle County Sheriff’s Building
      Oregon, Illinois
      Complete Project Manual
   B. Drawing: Sheet C1.01.

2. Has examined the site and all Bidding Documents. He shall be responsible for performing all work
   specifically required of him by all parts of the Bidding Documents, including all Drawings and
   Specifications for the entire project even though such work may be included as related requirements
   specified in other divisions or sections.

3. Specifically acknowledges that the Contract Documents are sufficient in detail to have enabled the
   Bidder to determine the cost of the Work therein and that the Drawings, the Specifications and all
   Addenda are therefore sufficient to enable the Bidder to construct the Work outlined therein subject to
   unforeseen conditions as outlined in the Instructions to Bidders and Supplementary Instructions to
   Bidders.

4. Further acknowledges that, having carefully examined all Drawings, Specifications and Documents, it
   has not found any discrepancies or omissions in the Contract Documents.

Saavedra Gehlhausen Architects
Demolition of Old Ogle County Sheriff’s Building
SGA Project No. 15021.00

Issued: 09/10/2015

R-2015-1006
5. Has included in his bid, to the greatest extent possible, the use of local labor forces and local subcontractors.

6. Pursuant to subparagraph 13.5.2 of Document 00 0800 – Supplementary Conditions, agrees to comply with State Statutes requiring current Prevailing Wages be paid to all trades and labor forces used on the project.

7. Asbestos Abatement:

A. By submitting a bid, the Contractor acknowledges that they are or will subcontract with a Illinois Department of Public Health licensed asbestos contractor and that they have investigated and satisfied themselves as to the conditions affecting the work. These conditions include but are not limited to: physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water and electric or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Building Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Building Owner. Project design, if needed is to be provided by bidder.

B. Regulatory Requirements

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized. Reference page 03 3000-4 for additional regulatory information.

C. Insurance Requirements

The Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of or result from his activities under the Contract, whether those activities are performed by himself or by and Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

D. Offer

Pursuant to the Invitation to Bid, the undersigned offers to furnish all labor, materials and services necessary to complete the project of the Owner in strict accordance with all applicable laws and other Contract Documents describing said project for the sum(s) set forth in this Bid Form.

In the event that the Owner accepts this bid, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement with the Owner containing all the terms, conditions, specifications and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

E. Description of Work

In addition to completion of this form and scope of work described here-in, Contractor shall provide the following prior to award of contract:

- A detailed plan of work for all removal and disposal activities based upon field verified site conditions and quantities
- A list of submittal documents that will be provided upon project completion and
- Insurance information including carrier policy type, rating and limits of coverage

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Saavedra Gehlhausen Architects
Demolition of Old Ogle County Sheriff's Building
SGA Project No. 15021.00

Issued: 09/10/2015

00 3000-2

R-2015-1006
BID FORM

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations.

F. Non-Collusion Affidavit

The undersigned bidder or agent, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

G. Acknowledgements

The undersigned hereby acknowledges receipt of the following along with this bid document:

Section 01 2000 – Asbestos Building Inspection Report

H. Scope of Abatement Work

The Contractor shall complete the following scope of work in accordance with applicable, local, state and federal regulations. Scope of work shall include all areas indicated on attached report. The Contractor, prior to furnishing bids, shall determine exact locations and quantities. Contractors are responsible for actual quantities present at the facility even if not identified on documents provided to Contractor. Contractors shall determine and verify whether abatement is required by the IEPA.

- Complete removal and disposal of Category I ACM – Vinyl Composition Floor Tile (VCT). Floor tiles may require abatement.
- Complete removal and disposal of Category II ACM – Red Terrazzo Stair treads, risers, stringers and landings. Terrazzo may require abatement.
- Complete removal and disposal of Category II ACM – Transite Panels located in Boiler Room. Transite panels require abatement.
- Complete removal and disposal of Category II ACM – Window Caulking. Window caulking may require abatement.
- Removal of existing partitions, flooring, raised flooring and ceilings as required to remove and abate all materials.
- Asbestos containing materials identified within the inspection report along with any other similar materials in the designated areas of the facility and other materials that may become contaminated and/or cannot be adequately cleaned near asbestos containing materials.
- IEPA permitting, notifications and fees.
- All required testing and air sampling.

Saavedra Gehlhausen Architects
Demolition of Old Ogle County Sheriff’s Building
SGA Project No. 15021.00

Issued: 09/10/2015
00 3000-3
I. Applicable Standards and Guidelines Specific Requirements include, but are not limited to:

U.S. Occupational Safety and Health Administration (OSHA)
Title 29 Code of Federal Regulations Section
1910.1001- General Industry Standard For Asbestos

Title 29 Code of Federal Regulations Section
1910.134 - General Industry Standard for Respiratory Protection

Title 29 Code of Federal Regulations Section 1926.1101 Construction Industry.

Title 29 Code of Federal Regulations Section 1910.2
Access to Employee Exposure and Medical Records

Title 29 Code of Federal Regulations Section 1910.1200 Hazard Communication

U.S. Environmental Protection Agency (EPA)
Title 40 Code of Federal Regulations Part 61 Subparts A and M
(Revised Subpart B) - National Emission Standard for Asbestos.

Title 40 Code of Federal Regulations Part 763 Asbestos

U.S. Department of Transportation (DOT)
Title 49 Code of Federal Regulations Parts 171 and 172, Hazardous Substances:
Final Rule.

State of Illinois
Title 35: Environmental Protection, Subtitle B: Air Pollution, Chapter I: Pollution
Control Board Subchapter c: Emission Standards and Limitations for Stationary
Sources, Part 228: Asbestos.

Title 77: Public Health, Chapter I, Subchapter p, Part 855 Asbestos Abatement for
Public and Private Schools in Illinois and Commercial and Public buildings in Illinois

8. Agrees to:

A. Hold this bid open until 60 calendar days after bid opening date.

B. Accept the provisions of the Instructions to Bidders regarding disposition of bid security, if
   required.

C. Enter into and execute a Contract with the Owner, Ogle County, when awarded on the basis
   of this Bid, and in connection therewith to:

   (1) Furnish all bonds and insurance in accord with the Bidding Documents, if required.

   (2) Accomplish the Work in accord with the Contract.

   (3) Complete the Work within the specified Contract time.

9. **Contract Time.** Contractor shall commence work immediately upon receipt of Authorization to
Proceed and shall complete all work in accord with the completion time indicated on this Bid Form or
60 days, whichever is less. Notice to Proceed is anticipated to be approximately September 25, 2015.

Saavedra Gehlhausen Architects
Demolition of Old Ogle County Sheriff’s Building
SGA Project No. 15021.00

issued: 09/10/2015
00 3000-4
BASE BID: Structure demolition, site work, utility work, asbestos abatement and fuel tank removal as indicated. Bidder agrees to perform all work shown or specified in the bidding documents, exclusive of Alternate Bids, and inclusive of all allowances, for the sum of (amount stated in both words and figures. Base Bid amount listed below shall include a General Contingency Allowance of $20,000.00. In case of discrepancy the amount given in words shall govern):

Thirty-ninethousandfivehundredfifteenDOLLARS ($ 96,615.00)

COMPLETION TIME: The Contractor agrees to complete all the work in accord with the Contract within the indicated time from Notice to Proceed.

CONSECUTIVE CALENDAR DAYS 100 (estimated 10 calendar days)

BIDDER'S SIGNATURE: [Signature]

ALTERNATE BIDS: When Work shown or specified under the Alternate Bids is accepted and incorporated into the Contract:

ALTERNATE BID NO. 1: Provide Performance and Payment Bond per Document 000900 – Owners Instruction’s for Bonds and Insurance. Add to the Base Bid the sum of:

‘Fivehundreddollarsandnoseventyeightcents.$ 500.78'

PROPOSED PRODUCT SUBSTITUTION LIST:

The Base Bid and Alternate Bids include only those products specified in the bidding documents. Following is a list of substitute products which the bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid or Alternate Bids.

Bidder understands that acceptance of any proposed substitution is at Owner’s option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

MANUFACTURER'S NAME AND PRODUCT ADD DEDUCT

[NA]

[Blank line]

[Blank line]

EVALUATION. Contract award will be made in accord with Instructions To Bidders. Only the successful bidder’s Proposed Product Substitution List will be evaluated.

BIDDER'S SIGNATURE: [Signature]

END OF DOCUMENT

Saavedra Gehlhausen Architects
Demolition of Old Ogle County Sheriff’s Building
SGA Project No. 15021.00 00 3000-5

Issued: 09/10/2015
Bid Bond

CONTRACTOR:
(Name, legal status and address)
N-TRAK GROUP, L.L.C.
5905 Material Ave
Loves Park, IL 61111

OWNER:
(Name, legal status and address)
Ogle County
911 Pines Rd
Oregon, IL 61061

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Ave
Keene, NH 03435

BOND AMOUNT: Ten Percent of the Bid Amount (10.00% of Bid Amount)

PROJECT:
(Name, location or address, and Project number, if any)
Demolition of Ogle County Sheriff's Building; Project No. 15021.00

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of September, 2015

(Witness) Molli J. Hansen

(Witness)

N-TRAK GROUP, L.L.C.
(Principal)

The Ohio Casualty Insurance Company
(Surety)

Carn Smith
(Seal)
(Title)
(The Ohio Casualty Insurance Company
(Surety))

(Title/Connie Smith, Attorney-in-Fact)

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This Power of Attorney is not valid unless it is printed on red background.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

Certificate No. 6925772

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chris Steinapfel; Christopher M. Kemp; Connie Smith; Michael J. Douglas; Robert Downey

all of the city of Hudson, state of WI, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, In pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March 2015.

By: American Fire and Casualty Company
   The Ohio Casualty Insurance Company
   Liberty Mutual Insurance Company
   West American Insurance Company
   
   David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 30th day of March 2015 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella, Notary Public

Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to act therein as the Corporation shall authorize. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts - Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the President, and subject to such limitations as the chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to act therein as the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company authorizes the facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of Sept 0, 2016.

By: Gregory W. Davenport, Assistant Secretary

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LMS 122073_122013

R-2015-1006
AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
N-TRAK GROUP, L.L.C.
5005 Material Ave
Loves Park, IL 61111

OWNER:
(Name, legal status and address)
Ogle County
105 S 5th St
Oregon, IL 61061

CONSTRUCTION CONTRACT
Date: 10/23/2015
Amount: $97,115.00
Description:
(Name and location)
Demolition of Old Ogle County Sheriff’s Building
Oregon, IL

BOND
Date: 10/23/2015
(Not earlier than Construction Contract Date)
Amount: $97,115.00
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
N-TRAK GROUP, L.L.C.
Signature: ____________________________
Name and Title: Danielle Schlick, Chief Administrative Officer

SURETY
Company: (Corporate Seal)
The Ohio Casualty Insurance Company
Signature: ____________________________
Name and Title: Robert Downey, Attorney-in-Fact
(Any additional signatures appear on the last page of this Performance Bond.)

AGENT or BROKER:
J. Ryan Bonding, Inc.
2920 S 4th St., Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER’S REPRESENTATIVE:
(Architect, Engineer or other party:) Saavedra Gehlhausen Architects
504 N Church St
Rockford, IL 61103

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

2. the Owner declines a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
.
.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
   1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
   2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:
.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: ____________________________
(signature) _________________________
Name and Title: _____________________
Address ____________________________

SURETY
Company: ____________________________
(Corporate Seal) ______________________
(signature) _________________________
Name and Title: _____________________
Address ____________________________

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init. ____________________________

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 0094507

American Fire and Casualty Company  Liberty Mutual Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,  Chris Steinagel; Christopher M. Kemp; Connie Smith; Michael J. Douglass; Robert Downey

all of the city of Hudson state of WI, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 30th day of March 2015.

By:
American Fire and Casualty Company  The Ohio Casualty Insurance Company  Liberty Mutual Insurance Company  West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  COUNTY OF MONTGOMERY

On this 30th day of March, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Teresa Pastella, Notary Public

COMMONWEALTH OF PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety on any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety on any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety on any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April 2015.

By:  Gregory W. Davenport, Assistant Secretary

453 of 1000
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Columbian Agency
1005 Laraway Road
New Lenox IL 60451

CONTACT NAME: Michelle Haskell, CISR
PHONE: 815-215-4705
FAX: 815-215-4745
EMAIL: mhaskell@columbianagency.com
INSURER(S) AFFORDING COVERAGE:
NAIC #
INSURER A: Great Midwest Insurance 18694
INSURER B: Imperium Insurance Company 35406

COVERAGES CERTIFICATE NUMBER: 1948284927

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required)
RE: Demolition of Old Ogle County Sheriff's Building. Project No. 15021.00
Saavedra Gehlhausen Architects & Ogle County are additional insureds on the General Liability policy if required by written contract.

CERTIFICATE HOLDER
Ogle County
105 S. 5th St.
Oregon IL 61061

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
AGREEMENT made as of the Twenty Third day of October in the year Two Thousand Fifteen  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)  

Ogle County  
105 S 5th St  
Oregon, IL 61061

and the Contractor:  
(Name, legal status, address and other information)  

Stenstrom Excavation and Blacktop Group  
2422 Center St  
Rockford, IL 61108

for the following Project:  
(Name, location and detailed description)  

Ogle County Parking Lot Replacement/Maintenance Package  
Ogle County, IL

The Architect:  
(Name, legal status, address and other information)  

Saavedra Gehlhausen Architects  
504 N Church St  
Rockford, IL 61103

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings. Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)
Crack filling and seal coating will be completed in Spring 2016 due to temperature requirements and minimum cure required for new asphalt.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project 1 - Rochelle Focus House Parking Lot</td>
<td>20 Calendar Days</td>
</tr>
<tr>
<td>Project 2 - Old Sheriff's Building Parking Lot</td>
<td>14 Calendar Days</td>
</tr>
<tr>
<td>Project 3 - Adjacent to Methodist Parking Lot</td>
<td>10 Calendar Days</td>
</tr>
<tr>
<td>Project 4 - Ogle County Judicial Center Parking Lot</td>
<td>10 Calendar Days</td>
</tr>
<tr>
<td>Project 5 - Ogle County Pines Road Annex Building Parking Lot</td>
<td>14 Calendar Days</td>
</tr>
<tr>
<td>Project 6 - Ogle County Jail/Old County Courthouse Parking Lot</td>
<td>10 Calendar Days</td>
</tr>
</tbody>
</table>

(subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three Hundred Thirty Nine Thousand Eight Hundred Forty Eight Dollars and No Cents ($339,848.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid Amount: $321,498.00

Alternate Bids:
- Alternate Bid #1 IMA Pavement Drive to Bennet Drive $ 7,200.00
- And Culvert
- Alternate Bid #2 6 Car Garage Apron and Concrete Trash Pad $ 7,650.00
- Alternate Bid #3 Performance & Payment Bond $ 3,500.00

TOTAL CONTRACT SUM $339,848.00

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineal Foot of Crack Seal</td>
<td></td>
<td>$2.70/Lineal Foot</td>
</tr>
<tr>
<td>2&quot; thick IMA Patch</td>
<td></td>
<td>$89.00/Sq. Yard</td>
</tr>
<tr>
<td>3&quot; thick IMA and 10&quot; Stone Base</td>
<td></td>
<td>$55.00/Sq. Yard</td>
</tr>
</tbody>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)
ARTICLE 5  PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.
§ 5.1.8 Reduction or limitation of retainerage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainerage resulting from
the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract
Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for
materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the
Contractor when
.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct
Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements,
if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the
Architect’s final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless
the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker,
if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the
method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution
below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims
will be resolved by litigation in a court of competent jurisdiction.)

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document
A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.
ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1 % per month

§ 8.3 The Owner’s representative:
(Name, address and other information)

Don Griffin
Chairman Long Range Planning Committee
105 S 5th St
Oregon, IL 61061
815-732-3101

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Nolan Schlie and/or Douglas B. Curry
Stenstrom Excavation and Blacktop Group
2422 Center St
Rockford, IL 61108
815-398-3478

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>G0.00-R1</td>
<td>Cover Sheet</td>
<td>October 7, 2015</td>
</tr>
<tr>
<td>C1.00-R1</td>
<td>Site General Notes &amp; Details</td>
<td>October 7, 2015</td>
</tr>
<tr>
<td></td>
<td>Rochelle Focus House Parking Lot</td>
<td>September 16, 2015</td>
</tr>
<tr>
<td>C1.11</td>
<td>Jefferson St Parking Lots</td>
<td>September 16, 2015</td>
</tr>
<tr>
<td>C1.12</td>
<td>907 W Pines Parking Lot</td>
<td>September 16, 2015</td>
</tr>
<tr>
<td>C1.13</td>
<td>Ogle County Jail/Old Courthouse Parking Lot</td>
<td>October 7, 2015</td>
</tr>
<tr>
<td>C1.14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 9.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum 1</td>
<td>September 22, 2015</td>
<td>1 – With 1 Attachment</td>
</tr>
<tr>
<td>Addendum 2</td>
<td>October 7, 2015</td>
<td>9 – Includes 8 pages of Attachments</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraph deleted)

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Bid Proposal dated October 12, 2015
Exhibit B – Certificate of Insurance
AIA Document A201-2007 General Conditions of the Contract (included by reference)

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance and Payment Bond</td>
<td>100% of Contract Sum</td>
</tr>
</tbody>
</table>
This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Don Griffin
Chairman of Long Range Planning Committee
(Printed name and title)

CONTRACTOR (Signature)
Douglas B. Curry
President
(Printed name and title)
EXHIBIT A  
Document 00 3000  
BID FORM

BID FOR: Ogle County Parking Lot Replacement / Maintenance Package  
Project No. 15021.00

SUBMIT TO: Office of the Ogle County Sheriff  
202 South First Street  
Oregon, IL 61061

Bids Due Prior to: 2:00 PM Monday, October 12, 2015

BID FROM: Stenstrom Excavation and Blacktop Group  
(Contractor)  
2422 Center Street  
Rockford IL 61108  
Street (City) (State) (Zip)

BID FOR: Paving/Sealcoat/Striping Work

THE UNDERSIGNED:

1. Acknowledges receipt of:
   A. Drawings: Sheets G0.00, C1.00, C1.11, C1.12, C1.13, and C1.14
   B. Addenda: No. 1 , dated 9-22-15 , No. 2 , dated 10/7/15

2. Has examined the site and all Bidding Documents. He shall be responsible for performing all work specifically required of him by all parts of the Bidding Documents, including all Drawings for the entire project even though such work may be included as related requirements specified in other divisions or sections.

3. Specifically acknowledges that the Contract Documents are sufficient in detail to have enabled the Bidder to determine the cost of the Work therein and that the Drawings and all Addenda are therefore sufficient to enable the Bidder to construct the Work outlined therein subject to unforeseen conditions as outlined in the Instructions to Bidders and Supplementary Instructions to Bidders.

4. Further acknowledges that, having carefully examined all Drawings and Documents, he has not found any discrepancies or omissions in the Contract Documents.

5. Has included in his bid, to the greatest extent possible, the use of local labor forces and local subcontractors.

6. Agrees to comply with State Statutes requiring current Prevailing Wages be paid to all trades and labor forces used on the project.

7. Agrees to:
   A. Hold this bid open until 60 calendar days after bid opening date.
   B. Accept the provisions of the Instructions to Bidders regarding disposition of bid security, if

Saavedra Gehlhausen Architects  
Ogle County Parking Lot Replacement / Maintenance Package  
SGA Project No. 15021.00  
00 3000-1

Issued: 10/07/2015
required.

C. Enter into and execute a Contract with the Owner, Ogle County, when awarded on the basis of this Bid, and in connection therewith to:

   (1) Furnish all bonds and insurance in accord with the Bidding Documents, if required.

   (2) Accomplish the Work in accord with the Contract.

   (3) Complete the Work within the specified Contract time.

8. Contract Time. Contractor shall commence work immediately upon receipt of Authorization to Proceed and shall complete all work in accord with the completion time indicated on this Bid Form. Notice to Proceed is anticipated to be approximately October 13, 2015.
   Project Start Date October 13, 2015
   Project Completion Date November 25, 2015

9. Contractor agrees to complete the work to a level of Final Completion by 5:00 PM, Wednesday, November 25, 2015.

---

**BASE BID:**

Total Cost of Projects 1, 2, 3, 4, 5, and 6

Bidder agrees to perform all work shown or specified in the bidding documents, exclusive of Alternate Bids, and inclusive of all allowances, for the sum of (amount stated in both words and figures. Base Bid amount listed below shall include a General Contingency Allowance of $40,000.00. In case of discrepancy the amount given in words shall govern):

Three hundred twenty one thousand four hundred ninety eight DOLLARS ($321,498.00)

NOTE: BIDDERS MUST PROVIDE BREAKDOWN OF BID ON PAGES 3 AND 4 TO BE CONSIDERED A VALID BID

---

**ALTERNATE BID NO. 1: HMA PAVEMENT DRIVE TO BENNETT DR. AND CULVERT**

Bidder agrees to perform all work shown or specified in the bidding documents for the sum of (amount stated in both words and figures. In case of discrepancy the amount given in words shall govern):

Seven thousand two hundred DOLLARS ($7,200.00)

---

**ALTERNATE BID NO. 2: APRON AND CONCRETE TRASH PAD**

Bidder agrees to perform all work shown or specified in the bidding documents for the sum of (amount stated in both words and figures. In case of discrepancy the amount given in words shall govern):

Seven thousand six hundred fifty DOLLARS ($7,650.00)

---

**ALTERNATE BID NO. 3: PROVIDE A PERFORMANCE AND PAYMENT BOND BASED ON THE AMOUNT OF BASE BID**

Bidder agrees to perform all work shown or specified in the bidding documents for the sum of (amount stated in both words and figures. In case of discrepancy the amount given in words shall govern):

Three thousand Five hundred DOLLARS ($3,500.00)

---

Saavedra Gehlhausen Architects
Ogle County Parking Lot Replacement / Maintenance Package
SGA Project No. 15021.00 00 3000-2

Issued: 10/07/2015
### PROJECT 1: SHEET C1.11
**ROCHELLE FOCUS HOUSE PARKING LOT**
3279 IL 251
**ROCHELLE, ILLINOIS**

Square yardage of new 3” HMA pavement and Base replacement included in bid: 2,365 sq. yd.

Calendar days to complete the work: 20 days

### PROJECT 2: SHEET C1.12
**OLD SHERIFF'S BUILDING PARKING LOT**
103 JEFFERSON STREET (JEFFERSON & 2ND ST)
**OREGON, ILLINOIS**

Square yardage of new 3” HMA pavement included in bid: 1590 sq. yd.

Calendar days to complete the work: 14 days

### PROJECT 3: SHEET C1.12
**ADJACENT TO METHODIST CHURCH PARKING LOT**
400 BLOCK JEFFERSON STREET (JEFFERSON & 5TH ST)
**OREGON, ILLINOIS**

Linear feet of crack sealant with routed reservoir for cracks greater than ¼” per detail on Sheet C1.00 of Drawings included in bid: 4719 includes Projects 3 through 6 lin. ft.

Linear feet of crack sealant of cracks less than ¼” included in bid: lin. ft.

Square yardage of new 3” HMA replacement pavement included in bid: 141 sq. yd.

Calendar days to complete the work: 10 days

### PROJECT 4: SHEET C1.12
**OGLE COUNTY JUDICIAL CENTER PARKING LOT**
500 BLOCK JEFFERSON STREET (JEFFERSON & 6TH ST)
**OREGON, ILLINOIS**

Linear feet of crack sealant with routed reservoir for cracks greater than ¼” per detail on Sheet C1.00 of Drawings included in bid: 4719 includes Projects 3 through 6 lin. ft.

Linear feet of crack sealant of cracks less than ¼” included in bid: lin. ft.

Square yardage of new 2” HMA pavement included in bid: 23 sq. yd.

Calendar days to complete the work: 10 days

---

**Saavedra Gehlhausen Architects**

Ogle County Parking Lot Replacement / Maintenance Package
SGA Project No. 15021.00

**Issued:** 10/07/2015

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R-2015-1007
PROJECT 5: SHEET C1.13 OGLE COUNTY PINES ROAD ANNEX BUILDING PARKING LOT
907 W PINES ROAD STREET
OREGON, ILLINOIS

Linear feet of crack sealant with routed reservoir for cracks greater than ¼" per detail on Sheet C1.00

of Drawings included in bid: 4719 includes Projects 3 through 6 lin. ft.
Linear feet of crack sealant of cracks less than ¼" included in bid: ___________ lin. ft.
Square yardage of new 2" HMA replacement pavement included in bid: ___________ sq. yd.
Square yardage of new 3" HMA replacement pavement included in bid: 380 sq. yd.
Calendar days to complete the work: 14 days

PROJECT 6: SHEET C1.14 OGLE COUNTY JAIL / OLD COUNTY COURTHOUSE PARKING LOT
100 BLOCK OF SOUTH 5TH STREET
OREGON, ILLINOIS

Linear feet of crack sealant with routed reservoir for cracks greater than ¼" per detail on Sheet C1.00

of Drawings included in bid: 4719 includes Projects 3 through 6 lin. ft.
Linear feet of crack sealant of cracks less than ¼" included in bid: ___________ lin. ft.
Square yardage of new 2" HMA replacement pavement included in bid: ___________ sq. yd.
Calendar days to complete the work: 10 days

UNIT PRICES:

Price per lineal foot of crack seal: 2.70 $/ft.
Price per square yard of 2" HMA patch: 89 $/sq. yd.
Price per square yard of 3" HMA and 10" stone base: 55 $/sq. yd.

*Crack filling & Seal coating to be completed in 2016, due to temperature requirements & Minimum cure required on new asphalt

Saavedra Gehlhausen Architects
Ogle County Parking Lot Replacement / Maintenance Package
SGA Project No. 15021.00
00 3000-4

Issued: 10/07/2015
PROPOSED PRODUCT SUBSTITUTION LIST:

The Base Bid includes only those products specified in the bidding documents. Following is a list of substitute products which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid.

Bidder understands that acceptance of any proposed substitution is at Owner's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

<table>
<thead>
<tr>
<th>MANUFACTURER'S NAME AND PRODUCT</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EVALUATION. Contract award will be made in accord with Instructions To Bidders. Only the successful bidder's Proposed Product Substitution List will be evaluated.

BIDDER'S SIGNATURE: [Signature]

Douglas B. Curry  President

END OF DOCUMENT
BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No. __________________________

KNOW ALL MEN BY THESE PRESENTS,

That we, Stenstrom Excavation and Blacktop Group
2422 Center Street, Rockford, IL 61108

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto Ogle County Sheriff's Office
202 South First St., Oregon, IL

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Bid

Dollars ($ 10% of Bid _______), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Ogle County Parking Lot Replacement/Maintenance Package

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of October, 2015.

Rita Egelston (Witness)

Stenstrom Excavation and Blacktop Group
(Principal) (Seal)

Douglas B. Curry
President (Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Asta V. Kurzinski (Witness)

By Julie L. DeFillipps (Attorney-in-Fact)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety
S- 1 869-G (07-97)

R-2015-1007
POWER OF ATTORNEY

Attorney-In Fact No. 229366

Certificate No. 006335926

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint

David L. Townsend, John C. Pick, Judith L. Zier, Julie Tresemer, Margaret A. Howard, Robert W. Snyder, and Astu V. Kurzinski

of the City of Rockford/Freeport State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of May, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 4th day of May, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.

Marie C. Terreault, Notary Public

58440-8-12 Printed in U.S.A.
This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company’s name and seal with the Company’s seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company’s seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2015.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.
STATE OF ILLINOIS
COUNTY OF WINNEBAGO

Before me, a Notary Public, personally came Julie Tresemer known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation in the State of Connecticut which executed the attached bond as Surety, who deposed and said that her signature and the corporate seal of the said Surety were affixed by order and authority of said Surety’s Board of Directors, and that the execution of the attached bond is the free act and deed of said Surety.

Given under my hand and seal 7th day of October, 2015.

[Signature]
Notary Public
ADDENDUM NO. 1
Parking Lot Replacement/ Maintenance Package
Oregon, Illinois

DATE: September 22, 2015

This Addendum is issued to modify, clarify or correct the Project Manual and Drawings, and is hereby made a part of the Contract Document. Attach this Addendum to the Project Manual in your possession. Review changes with all portions of the Work, as changes to one portion may affect the Work of another.

ADDITIONS OR CHANGES TO THE SPECIFICATIONS AND DRAWINGS:

DRAWING ITEMS

Item 1. SHEET C1.12 JEFFERSON STREET PARKING LOTS

A. Replace Sheet C1.12 in its entirety with the attached C1.12-R1
   1. Detail 1/C1.12 Project 2: 103 Jefferson Street Parking Lot – Old Sheriff’s Building
   Add Storm Sewer and Manholes as indicated
   Existing utilities shown for clarity – verify locations in field
   2. Detail Added 4/C1.12 Standard 4’-0” Diameter Storm Sewer
   3. Detail Added 5/C1.12 Storm Pipe Bedding – Trench

END OF ADDENDUM NO. 1

Saavedra Gehlhausen Architects
Parking Lot Replacement/ Maintenance Package
SGA Project No. 15021

Date: 09/22/15
Addendum #1, Page 1 of 1
ADDENDUM NO. 2
Parking Lot Replacement / Maintenance Package
Oregon, Illinois

DATE: October 7, 2015

This Addendum is issued to modify, clarify or correct the Project Manual and Drawings, and is hereby made a part of the Contract Document. Attach this Addendum to the Project Manual in your possession. Review changes with all portions of the Work, as changes to one portion may affect the Work of another.

ADDITIONS OR CHANGES TO THE SPECIFICATIONS AND DRAWINGS:

ITEMS

Item 1. DRAWINGS G0.00, C1.00, and C1.14 (NEW DRAWING)

A. Add PROJECT 6 located in the 100 block of South 5th Street at the Ogle County Jail / Old Ogle County Courthouse. Scope includes cutting and patching of pavement at designated locations, crack sealing, seal coating, and restriping.

Item 2. BID FORM

A. Replace Bid Form in its entirety. Submit revised Bid Form with Bid.

Item 3. BID DATE

A. CHANGE BID TIME AND DATE TO 2:00PM MONDAY, OCTOBER 12, 2015.
B. Bid submission location and bid opening location remains the same.

END OF ADDENDUM NO. 2

Saavedra Gehlhausen Architects
Parking Lot Replacement / Maintenance Package
SGA Project No. 15021

Date: 10/07/15
Addendum #2, Page 1 of 1
PERFORMANCE BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106365243

CONTRACTOR:
(Name, legal status and address)
Stenstrom Excavation and Blacktop Group
2422 Center Street
Rockford, IL 61108

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty & Surety Company of America
Construction Services, Travelers Bond & Financial Products
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Ogle County
105 S. 5th St.
Oregon, IL 61061

CONSTRUCTION CONTRACT

Date: October 23rd, 2015
Amount: $339,848.00
Description:
(Name and location)
Ogle County Parking Lot Replacement/Maintenance Package, Ogle County, IL

BOND

Date: October 23rd, 2015
(Not earlier than Construction Contract Date)

Amount: $339,848.00
Modifications to this Bond: X None □ See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Stenstrom Excavation and Blacktop Group
(Signature)
Name and Title: Douglas B. Curry President

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America
(Signature)
Name and Title: Julie Treseler, Attorney-in-Fact

AGENT or BROKER:
Williams-Manny Insurance Group
555 S. Perryville Rd.
Rockford, IL 61108
815-398-6800

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrator, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's
notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3. 1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety does not proceed as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default.
or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions
§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
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<tr>
<td>Company:</td>
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<td>(Corporate Seal)</td>
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</table>
PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106365242

CONTRACTOR:
(Name, legal status and address)
Stenstrom Excavation and Blacktop Group
2422 Center Street
Rockford, IL 61108

OWNER:
(Name, legal status and address)
Ogle County
105 S. 5th St.
Oregon, IL 61061

CONSTRUCTION CONTRACT
Date: October 23rd, 2015
Amount: $339,848.00
Description:
(Name and location)
Ogle County Parking Lot Replacement/Maintenance Package, Ogle County, IL

BOND
Date: October 23rd, 2015
(Not earlier than Construction Contract Date)

Amount: $339,848.00
Modifications to this Bond: [X] None

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Stenstrom Excavation and Blacktop Group

SURETY
Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: [Signature]
Name and Title:
Douglas B. Curry
President

Signature: [Signature]
Name and Title:
Julie Tresener, Attorney-in-Fact

(FOR INFORMATION ONLY Name, address and telephone)
AGENT or BROKER:
Williams-Manny, Inc.
555 S. Perryville Rd.
Rockford, IL 61108
(815) 398-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition.
or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions
§ 16.1 Claim. A written statement by the Claimant including at a minimum:
.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" 'that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: ____________________________
(Corporate Seal)

Signature: ____________________________
Name and Title: ____________________________
Address: ____________________________

SURETY
Company: ____________________________
(Corporate Seal)

Signature: ____________________________
Name and Title: ____________________________
Address: ____________________________

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312,2010 edition
POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229915
Certificate No. 006524108

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the “Companies”), and that the Companies do hereby make, constitute and appoint

David L. Townsend, John C. Pick, Judith L. Zier, Julie Tresemer, Margaret A. Howard, Robert W. Snyder, Asta V. Kurzinski, and Victoria Mercer

of the City of Rockford/Freeport, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: ____________________________

Robert L. Raney, Senior Vice President

On this the 14th day of September, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

State of Connecticut
City of Hartford ss.

By: ____________________________

Marie C. Tetreault
Notary Public

58440-8-12 Printed in U.S.A.
STATE OF ILLINOIS

COUNTY OF WINNEBAGO

Before me, a Notary Public, personally came Julie Tresemer known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation in the State of Connecticut which executed the attached bond as Surety, who deposed and said that her signature and the corporate seal of the said Surety were affixed by order and authority of said Surety’s Board of Directors, and that the execution of the attached bond is the free act and deed of said Surety.

Given under my hand and seal 23rd day of October, 2015.

[Notary Seal]

Notary Public
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
ATTN: RAFFLES - FAX: 248-945-5650
ONE TOWNE SQUARE, SUITE 1100
SOUTHBROOK, MI 48076

R02229-00229-EXCP-15/16

INSURED
Stenstrom Excavation and Bladetop Group
2422 Center Street
Rockford, IL 61108

COVERSAGES
CERTIFICATE NUMBER: CHI-200452110-01

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTwithstanding ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Parking Lot Replacement
Ogle County and Saavedra Gehlhause Architects are included as an additional insured for general liability as required by written contract or written agreement, per policy terms and conditions. Workers’ Compensation does not apply to Monopolistic States (ND, OH, WA, and WI), Puerto Rico, or the Virgin Islands.

CERTIFICATE HOLDER
Ogle County
202 S. First Street
Oregon, IL 61061

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John C Hurley

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R-2015-1007
Consulting Service Proposal

With North America Terms and Conditions

Ogle County Detention Center Needs Assessment

Ogle County, Illinois
October 15, 2015

Mr. Don Griffin
Chair, Long Range Planning Committee
Ogle County Board
105 South 5th Street
Oregon, Illinois

Re: CONSULTING SERVICE PROPOSAL

Project: Ogle County Detention Center Planning

Dear Don:

Thank you for the opportunity to submit this Consulting Service Proposal with Standard Terms and Conditions. This document confirms recent discussions between our representatives concerning the services HOK will perform for the Project, the compensation you will pay and the terms governing our relationship. With your signature below, this document will form a contract ("Agreement") between your company, OGLE COUNTY, ILLINOIS located at [105 S. 5th Street, Oregon, Illinois 61061] (referred to as "Client") and HELLMUTH, OBATA & KASSABAUM, INC. located at [60 E. Van Buren, 14th floor, Chicago, il 60605] (referred to as "HOK").

This Agreement incorporates by reference Exhibit-A, Compensation, Services & Schedule dated [ENTER DATE] and Exhibit-B, North America Terms and Conditions dated October 2010. Following execution of this Agreement, HOK will perform the Services described in Exhibit-A and Client will pay the Compensation described in Exhibit-A. The terms stated in Exhibit-B will govern the performance of Services, payment of Compensation, and all other matters between our organizations related to the Project.

This Proposal is valid for only thirty (30) days from the date above. Please indicate your acceptance of the foregoing by your signature below and return to my attention a signed copy of this Agreement.

Sincerely,

[Jeff Goodale, Senior Vice President]

Enclosures: Exhibit-A, Compensation, Services & Schedule
Exhibit-B, North America Terms and Conditions

Accepted for Client:

By: ____________________________
   (Signature)
   ____________________________
   (Kim Gouker, Ogle County Board Chair)

By: ____________________________
   (Signature)
   ____________________________
   (Don Griffin, Long Range Planning Committee)
EXHIBIT-A
COMPENSATION, SERVICES & SCHEDULE

Dated: October 1, 2010

A1.0 PROJECT INFORMATION

A1.1 “Project Information” means the information stated in this Article and forms the basis of the Services, Compensation and Schedule stated in this Exhibit. If the Project Information is modified, the Services, Schedule and/or Compensation will be adjusted as necessary to accommodate the change.

A1.2 “Project” is described as:

[ENTER GENERAL DESCRIPTION OF THE PROJECT]

A1.3 “Project Site” means the physical location of the Project as follows:

[ENTER ADDRESS, GENERAL LOCATION OR LEGAL DESCRIPTION OF THE PROJECT SITE]

A1.4 “Subconsultants” are the following third-parties retained by HOK to perform a portion of the Basic Services under this Agreement:

- **Discipline:** Operations Consulting
  - **Subconsultant:** Greg Beitel

A2.0 COMPENSATION

A2.1 “Basic Compensation” is the fee Client will pay HOK for performing Basic Services as follows (select one):

- [ ] The stipulated sum of: Ten Thousand Dollars and No Cents, $10,000, distributed on a monthly basis in accordance with the following schedule:
  - **Phase:** Phase 1
  - **Basic Compensation:** $10,000

  - Total Basic Compensation: $10,000
  - Total Basic Compensation or 100%

- [ ] On an hourly basis in accordance with the Hourly Billing Rates stated in Section A2.3; up to the maximum sum of: [ENTER WRITTEN AMOUNT] [ENTER NUMERIC AMOUNT].

A2.2 “Additional Compensation” is the additional fee Client will pay HOK for performing Additional Services described under Section A3.2. Additional Compensation will be mutually agreed to in writing by HOK and Client. In the absence of mutual agreement, Additional Compensation for HOK is determined by multiplying the number of hours required to perform Additional Services, multiplied by the applicable Hourly Billing Rates stated in Section A2.3. Additional Compensation for a Subconsultant is determined by multiplying the number of hours required to perform Additional Services, multiplied by the applicable hourly rate stated in the contract between HOK and the Subconsultant.

A2.3 “Hourly Billing Rates” are the billing rates for HOK personnel stated below and the billing rates specified in HOK’s contracts with its Subconsultants. Hourly Billing Rates are adjusted annually in accordance with HOK’s normal review practices.

- **Billable Employee:** Planner
  - **Hourly Billing Rate:** $250/ hour

A2.4 “Reimbursable Expenses” are paid in addition to Compensation at the rate of one and ten-one hundredths (1.10) times the actual cost of Reimbursable Expenses. Reimbursable Expenses include any expense reasonably incurred by HOK and/or its Subconsultants in performance of this Agreement. Reimbursable Expenses include, but are not limited to, the following:
.1 Expense of renderings, models and mock-ups requested by Client; and
.2 Any other fee, cost or expense reasonably incurred by HOK and/or its Subconsultants in the performance Services under this Agreement, and agreed upon by Ogle County.

A3.0 SERVICES

A3.1 “Basic Services” consist of those described below and include the Basic Services of the Subconsultants identified in Section A1.4.

This Project Definition Plan (PDP) will address the following goals:

- Ability to identify the bed needs of the county for the next 10- (immediate), 20-, and 50-year horizons.
- Identify the juvenile justice system needs for those same timeframes.
- Define the space needs
  - Housing (includes determining classification and supervision methods)
  - Intake/ Transfer/ Release
  - Medical/ Mental Health
  - Food Service/ Laundry/ Warehouse
  - Administration/ Training
- Determine facility design criteria- materials, performance
- Verify requirements for infrastructure requirements for the proposed sites, including parking
- Identify costs of construction, operations, and financing; for all identified sites.
  - Operations costs include staffing, transportation, consumables and energy/ utilities
- Identify strategies for future expansion
- Identify potential sites based on collected data and consensus among stakeholders
- Work with county on public outreach to include public input in decision making

2.0 TASK SUMMARY, PERFORMANCE DURATION, AND DELIVERABLES

HOK shall furnish all services, materials, supplies, plant, labor, equipment, investigation, and studies as required in connection with the tasks listed below and identified for this Statement of Work:

Task A: Data collection and Workshop Preparation

**Scope:**

- Collect and review existing plans and other documentation for the Ogle County detention center. This will be achieved through a combination of existing documents, county statistics and records and independent research as required.
- Site visits to determine the following:
  - Current population and inmate/ transportation conditions
  - Site conditions
  - Other county facilities (for system understanding purposes)
- Conduct a preliminary assessment of facilities
- Preliminary look at Immediate/ 20yr / 50yr Space Needs
- Evaluate Population Growth, Crime and Arrest Data, etc.
- Examine overall number of beds as well as general assumptions on classifications (Min-Med-Max-Female)

**Meetings:**

- One or more site visits, with jail/ county staff involvement

**Deliverables:**

- Condition report
- Identify potential sites with background on opportunities and drawbacks for each site
- Preliminary bed projections*
  - Immediate
o 20 Year Horizon
o 50 Year Horizon
- Space list program for facility needs
- Conceptual program diagrams
- Operations and staffing benchmarks for each scenario, including transportation impacts

Duration:
- Site visit to occur within 15 working days of Notice To Proceed (NTP)
- Deliverables to be drafted within 15 working days of NTP

Task B: Workshop(s)

Scope:
- Based on gathered documentation, interviews, and field visits, HOK will create:
  - An immediate need program and layout
  - A 20 year program and layout (shown as expansion)
  - A 50 year program and layout (shown as expansion)
- Cost models for construction, total project budget, and staffing/operations
- These layouts will be validated with the jail and operations representatives. Various options will include varying pod sizes and arrangements
- Site data will include opinion of costs on land, infrastructure, potential traffic impacts and potential operational impacts

Meetings:
- Hold a one to two day workshop, at the site, with the all relevant stakeholders to validate the programs, schemes, site usage and other significant factors.
- Collect all relevant input from group to produce a revised draft.

Deliverable:
- A workshop report describing the direction for the program and schemes.
- Validated programs and concept layouts.
- Conceptual cost estimates for construction, total project, and operational costs, including:
  - Construction costs
  - Design and other ‘soft’ costs
  - FFE (furniture, fixtures and equipment)
  - Land and utilities
  - IT/ data
  - Staffing
  - Transportation
  - Energy and water
  - Consumables (food, clothing, etc.)
  - Finance
- Conceptual design and construction schedule

Duration:
- Meetings to be held within 10 working days of Task A conclusion
- Final deliverables to be drafted by 15 working days of workshop

Task C: Project Definition Document (PDD)

Scope:
- The PDD will establish the design basis and the project approach for the following:
  o Recommended site selection with backup data
  o Design concept for immediate needs
  o Expansion for 20 year horizon
  o Expansion for 50 year horizon
Meetings:
- One final review meeting (or as required)

Deliverable:
- The PDD will:
  - Define operations and user requirements
  - Describe potential sites
  - Describe the technical basis of design
  - Create a schedule for the design phase with key milestones
  - Identify the project budget(s)
  - Include an appendix, with the following: meeting minutes, workshop report, preliminary facilities assessment, bed needs projections, etc...

Duration:
PDD will be completed within 20 working days of previous Task.

A3.2 "Additional Services" are services HOK and/or its Subconsultants are qualified to perform, but are not specifically identified as Basic Services or Excluded Services in this Exhibit. HOK will perform Additional Services if requested by the Client or if otherwise required for the Project. Upon recognizing the need to perform the following Additional Services, HOK will notify Client with reasonable promptness and explain the facts and circumstances giving rise to the need. Additional Services include, but are not limited to, the following:

.1 Services required to revise Drawings, Specifications or other documents necessitated by:
  .1 A change in the Project Information, previous instructions of the Client or approvals given by the Client;
  .2 The enactment or revision of codes, laws or regulations subsequent to commencement of Services under this Agreement;
  .3 Client's failure to provide timely decisions, approvals or information; or
  .4 A material change in the Project including, but not limited to, size, quality, complexity, the schedule or budget.

.2 Providing services of design consultants other than the Basic Services performed by the Subconsultants identified in the Project Information.

.3 Providing services designated in other parts of this Agreement as Additional Services.

.4 If Basic Services are not completed within the time period stated in Exhibit-A, through no fault of HOK, Basic Compensation will be adjusted as necessary to compensate HOK and its Subconsultants for the additional time required to complete Basic Services.

A3.3 “Excluded Services” are not required of HOK or its Subconsultants, unless otherwise agreed to in writing by HOK and Client. Excluded Services consist of any service outside of HOK’s expertise and/or not ordinarily furnished in accordance with generally accepted practices of other design professionals performing services similar to those under this Agreement. Excluded Services include, but are not limited to, the following:

.1 Services related to the detection, removal, disposal or otherwise rendering harmless Hazardous Materials.

.2 Geotechnical engineering and soil analysis.

.3 Cost estimating, quantity surveying and other similar services.

A4.0 SCHEDULE

“Schedule” is the time period(s) for performing the Basic Services as follows:

Illustrated in task list above. Total duration not to exceed 120 days.

[ END OF EXHIBIT – A ]
EXHIBIT-B
NORTH AMERICA TERMS AND CONDITIONS

Dated: October - 2010

B1.0 AGREEMENT

B1.1 This Agreement constitutes the entire contract between HOK and Client for consulting services and supersedes all prior and contemporaneous communications, representations and contracts, oral and written, with respect to its subject matter. Client warrants to HOK that in entering this Agreement, it is not relying on any earlier representations made by or on behalf of HOK.

B2.0 SERVICES

B2.1 “Services” refers to all Basic and Additional Services as follows:

.1 Basic Services. HOK will perform the Basic Services described in Exhibit-A.

.2 Additional Services. HOK will perform the Additional Services described in Exhibit-A if requested by the Client or if otherwise required for completion of the Project.

.3 Excluded Services. HOK has no obligation to perform any Excluded Services described in Exhibit-A, unless otherwise agreed to in writing by HOK and Client.

B2.2 Standard of Care. HOK has a duty to perform Services with reasonable standards of care, skill and diligence ordinarily required of other professionals performing the same or similar services on projects of similar size and complexity.

B3.0 COMPENSATION

B3.1 “Compensation” refers to all Basic and Additional Compensation as follows:

.1 Basic Compensation. For performance of Basic Services, Client pays HOK the Basic Compensation stated in Exhibit-A.

.2 Additional Compensation. For performance of Additional Services, Client pays HOK the Additional Compensation stated in Exhibit-A.

.3 Reimbursable Expenses. In addition to Compensation, Client pays all Reimbursable Expenses described in Exhibit-A.

B4.0 SCHEDULE

B4.1 “Schedule” refers to the time period stated in Exhibit-A for performance of the Services. HOK will perform the Services in accordance with the Schedule described in Exhibit-A or, in the absences of a Schedule, within a reasonable time period. The Schedule will not be exceeded by HOK or Client, except for reasonable cause and the time periods stated in the Schedule. The Schedule will extend automatically to accommodate any delay caused by Force Majeure and/or any circumstance beyond the reasonable control of a party.

B5.0 PAYMENTS

B5.1 Presentation and Review of Invoices. Invoices for Compensation and Reimbursable Expenses are presented monthly and include amounts incurred by HOK and its Subconsultants in the previous month. Client will review the invoices promptly and notify HOK in writing of any inaccuracies. If an inaccuracy is discovered and notice is provided to HOK, Client will pay on time the full amount of the invoice not in dispute within the time period stated below. If HOK does not receive a notice of inaccuracies within ten (10) days following the date of the invoice, an Invoice is deemed accurate and the amount stated in the invoice is deemed payable to HOK in full. Payments due HOK and unpaid under this Agreement accrue a late penalty at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower. Late penalties accrues on the first (1st) day following the date payment is due and continues until payment is received in full.

B5.2 Time Period for Payment. Client has a duty to pay all invoices within thirty (30) days following the date of the invoice.

B5.3 Wire Transfer. All payments will be by wire transfer. HOK will include instructions for wire transfer with its first invoice or by subsequent correspondence.

B5.4 Taxes. Except for tax on income imposed by tax authorities with jurisdiction over the HOK office entering into this Agreement, all Compensation and Reimbursable Expenses are net of other taxes including, by way of example...
and not limitation, all value added, withholding, service, sales and use, and other similar taxes. All payments to be made by Client under this Agreement will be increased by the addition of applicable value added, withholding, service, sales and use, and other similar taxes, if any.

**Withholding Payments.** No deductions will be made from Compensation or Reimbursable Expenses on account of claims of penalty, liquidated damages, taxes, or errors or omissions in performance of Services by HOK and its Subconsultants.

**B6.0 SUBCONSULTANTS**

**B6.1** Unless specifically stated to the contrary in Exhibit-A, the services of third party design professionals (“Subconsultants”) is not included in HOK’s Services or Compensation. If HOK and Client agree in writing that HOK will retain any Subconsultants under this Agreement, Client will pay HOK Additional Compensation at the rate of one and ten one hundredths (1.10) times the actual fees charged by such Subconsultants.

**B7.0 CHANGE**

**B7.1** Modification of the terms and conditions of this Agreement will occur only by written instrument signed by both HOK and Client. No subsequent agreement between HOK and Client is binding on either party unless reduced in writing and signed by both parties’ authorized representatives.

**B8.0 CLIENT RESPONSIBILITIES**

**B8.1** Client Requirements. Client will provide full services, data, decisions, directions, approvals and other information required by HOK for performance of the Services including, but not limited to, information related to Client's requirements, needs, goals, objectives, schedule, budget, financial expectations, constraints, limitations, performance criteria, standards, expectations, relationships, flexibility, expandability, systems, personnel, processes, site and other relevant criteria.

**B8.2** Existing Facility Analysis. If the Services involve analysis of existing facilities, Client will provide as-built/record drawings, floor plans, diagrams, lay-outs, specifications and other documentation relevant to such facility. Client has a duty to notify HOK of any conditions beyond those which are apparent by non-intrusive observations of the existing facility. HOK has no obligation to perform destructive testing or investigate concealed or unknown conditions.

**B8.3** Land Use Analysis. If the Services involve land use analysis, Client will furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, as well as a written legal description of the site. The surveys and legal information include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a Project benchmark. Client will provide all such services, data, decisions, directions, approvals and other information at no cost to HOK and in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services.

**B8.4** Sufficiency of Information. HOK is entitled to rely on the accuracy and completeness of all services, data, decisions, directions, approvals and other information furnished by Client under this Agreement. Client has a duty to notify HOK in writing if it becomes aware of any inaccuracy in the information furnished to HOK during performance of the Services.

**B8.5** Client's Other Consultants. Client will furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by HOK.

**B8.6** Meeting Facilities. Client will provide appropriate facilities for meeting and conferring with Client and Client’s personnel to the extent required to complete the Services.

**B9.0 DELIVERABLES**

**B9.1** The drawings, specifications and other documents prepared by HOK under this Agreement (“Deliverables”) are instruments of service for use solely with respect to the purpose for which they are prepared. HOK is the author of the Deliverables and retains all common law, statutory and other reserved rights, including all copyrights thereto. The Client may retain copies, including reproducible copies, of the Deliverables for information and reference. The Deliverables will not be used by the Client or others for purposes unrelated to this Agreement without HOK’s prior written consent. In the event of any unauthorized reuse of the Deliverables by or through the Client, the Client will indemnify, defend, and hold HOK harmless from any and all claims, causes, damages, losses, liability and expenses, including but not limited to attorney's fees arising out of said use. Client will give prompt written notice to HOK if Client becomes aware of any deficiency in the Deliverables.
B10.0 TERMINATION AND SUSPENSION

B10.1 Termination. Either party may terminate this Agreement on the seventh (7th) calendar day following written notice of termination for cause or for convenience. Client will pay Compensation and Reimbursable Expense incurred on or before the effective date of termination plus reasonable costs incurred by HOK as a result of termination. HOK will submit a final invoice through the effective date of termination which Client will pay in accordance with this Agreement.

B10.2 Suspension for Non-payment. Failure by Client to make payments as required by this Agreement is substantial nonperformance and cause for either termination or suspension. If Client fails to timely pay HOK amounts due, HOK may upon thirty (30) days prior written notice to Client suspend performance of services under this Agreement. Suspension automatically takes effect on the thirty first (31st) day following the date of notice required by this Section. HOK may terminate this Agreement if a suspension under this Section exceeds ninety (90) consecutive days.

B10.3 Payment upon Termination or Suspension. Client must pay all Compensation and Reimbursable Expenses incurred prior to the date of termination or suspension. If the Project is suspended, Compensation will be equitably adjusted to provide for reasonable fees, costs and expenses incurred in the interruption and resumption of Services when the Project is resumed. HOK has no obligation to recommence Services following suspension until each account with Client is brought current.

B11.0 DISPUTE RESOLUTION

B11.1 The following definitions apply: (1) “Applicable Law” means the laws of the state/province and country with jurisdiction over the HOK office designated in the preamble to this Agreement; (2) “Dispute” means any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement or the Project; (3) “Forum” means the [SELECT FORUM]; (4) “Rules” mean the construction industry rules of the Forum, current on the earliest date notice of a Dispute is given or received by a party; and (5) “Venue” means the city, state/province and country of the HOK office designated in the preamble to this Agreement.

B11.2 Applicable Law, Venue & Jurisdiction. Applicable Law controls the interpretation and performance of this Agreement, exclusive of any conflict of law provisions. Venue is the place where all mediation, arbitration, litigation and other dispute resolution proceedings under this Agreement will occur and the courts of this location have exclusive jurisdiction over any litigation proceedings related to this Agreement. HOK and Client mutually submit to personal jurisdiction of such courts.

B11.3 Disputes. Any controversy, claim, cause of action, demand or other dispute arising out of or relating to this Agreement (collectively “Disputes”) must be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator as a condition precedent to arbitration or litigation in accordance with this Article.

B11.4 Arbitration. Disputes which are not resolved through mediation and the total amount in controversy between HOK and Client (exclusive of attorneys’ fees) is equal to or less than USD 100,000 are finally resolved by arbitration administered by the Arbitration Forum in accordance with the Rules, except to the extent otherwise provided in this Agreement. A demand for arbitration must be filed in writing with the other party and with the Arbitration Forum and made within a reasonable time after the events, conditions or circumstances giving rise to the Dispute occur; provided, however, in no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. HOK and Client will mutually agree to an arbitrator within ten (10) days following a party’s demand for arbitration or, if the parties are unable to agree within such time period, the Arbitration Forum will appoint an arbitrator in accordance with the Rules. Arbitration proceedings will commence no more than thirty (30) days from the date the arbitrator is appointed. No arbitration arising out of or relating to this Agreement will include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent of HOK and Client. The award rendered by the arbitrator is final, and judgment may be entered upon it in accordance with the prevailing arbitration law governing enforcement of arbitral awards in any court having jurisdiction over the assets of a party. Every agreement to arbitrate is specifically enforceable in accordance with Applicable Law in any court having jurisdiction over the party against whom enforcement is sought.

B11.5 Litigation. Disputes which are not resolved through mediation and the total amount in controversy between HOK and Client (exclusive of attorneys’ fees) is greater than USD 100,000 are finally resolved by litigation in any federal, state or provincial court of competent jurisdiction residing in the Venue. HOK and Client mutually submit to personal jurisdiction of such courts.

B11.6 Agreed Remedies. Client and HOK mutually agree to waive all rights against each other for consequential and indirect damages of every kind resulting from the performance or non-performance of this Agreement or related in any way to the Project. Consequential damages include, by way of example and not limitation, damages resulting from loss of use, profit, financing, future business, rent and reputation; hold over costs;
and other speculative damages not directly caused by the negligence or breach of contract of a party to this Agreement. Subject to this waiver, HOK’s total aggregate liability to Client for any and all damages resulting from this Agreement and the Project will never exceed the lesser of: (1) the aggregate compensation paid to HOK on the date the events giving rise to the claim for damages occur; or (2) the maximum sum of One Million United States Dollars (USD 1,000,000).

B12.0 MISCELLANEOUS

B12.1 Mutually Binding. Client and HOK, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor HOK may assign this Agreement without the written consent of the other.

B12.2 Severability. If any provision or part of a provision of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this Agreement, which remain in full force and effect as if the unenforceable provision or part were deleted.

B12.3 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under this Agreement does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.

B12.4 Disclosure of Interest. HOK Product Design, LLC ("HOK-PD"), an affiliate of HOK, has participated in the design of certain products that may be recommended by HOK during performance of this Agreement. HOK may specify a product design by HOK-PD that provides value to the Project. HOK, and in some instances, its employees, may receive a design royalty or other indirect benefit from another source. Client is solely responsible for deciding whether to use such product or request an alternative. ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO ANY PRODUCT SPECIFIED BY HOK OR DESIGNED BY HOK-PD ARE DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS OF PURPOSE.

B12.5 Notices & Representatives. Notices are sufficient if in writing and delivered by hand, email or by regular mail to the authorized representative of the other party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this Agreement are the parties’ authorized representative for all purposes.

B12.6 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which is deemed an original. When proving this Agreement, it is only necessary to produce the counterpart signed by the party against whom such proof is presented.

[ END OF EXHIBIT – B ]
RESOLUTION 2015-1009

WHEREAS, the Illinois Open Meetings Act, 5 ILCS 120/1 et. seq., requires every public body review minutes of closed meetings and report whether as to each set of minutes the need for confidentiality still exists or whether such minutes no longer require confidential treatment and are available for public inspection; and

WHEREAS, the State’s Attorney and Juvenile & Probation Committee with the assistance of the State’s Attorney has reviewed minutes of closed meetings of the County Board and committees; and

WHEREAS, the Executive Committee recommends that certain minutes of closed meetings be made available for public inspection, and that certain minutes remain closed.

NOW, THEREFORE BE IT RESOLVED that the Ogle County Board finds that as to the following minutes of closed meetings there no longer exists the need for confidentiality and the minutes shall me made available for public inspection:

<table>
<thead>
<tr>
<th>Date of Meeting</th>
<th>Body</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 21, 1996</td>
<td>County Board</td>
<td>Personnel-discipline</td>
</tr>
<tr>
<td>June 18, 1996</td>
<td>County Board</td>
<td>Personnel-discipline</td>
</tr>
<tr>
<td>February 14, 2006</td>
<td>Executive</td>
<td>Land Acquisition / Litigation</td>
</tr>
<tr>
<td>February 17, 2006</td>
<td>Finance Committee</td>
<td>Pending litigation/Personnel</td>
</tr>
<tr>
<td>February 20, 2007</td>
<td>County Board</td>
<td>Pending Litigation</td>
</tr>
<tr>
<td>March 20, 2007</td>
<td>County Board</td>
<td>Land Acquisition</td>
</tr>
<tr>
<td>September 4, 2007</td>
<td>Long Range</td>
<td>Land Acquisition</td>
</tr>
<tr>
<td>October 10, 2007</td>
<td>Executive Committee</td>
<td>Land Acquisition</td>
</tr>
<tr>
<td>December 12, 2007</td>
<td>Executive Committee</td>
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</tr>
<tr>
<td>October 26, 2009</td>
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</tr>
<tr>
<td>December 9, 2009</td>
<td>Finance</td>
<td>Labor Negotiations/Litigation</td>
</tr>
<tr>
<td>March 10, 2010</td>
<td>Finance</td>
<td>Labor Negotiations/Litigation</td>
</tr>
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<td>April 14, 2010</td>
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<td>County Board</td>
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<td>Finance Committee</td>
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<td>June 13, 2011</td>
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</tr>
<tr>
<td>July 11, 2011</td>
<td>Probation/Judiciary</td>
<td>Labor Negotiations</td>
</tr>
<tr>
<td>July 11, 2011</td>
<td>HEW Committee</td>
<td>Appointment</td>
</tr>
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<td>July 19, 2011</td>
<td>Finance Committee</td>
<td>Personnel</td>
</tr>
<tr>
<td>April 8, 2014</td>
<td>HEW &amp; Solid Waste</td>
<td>Appointment Interviews</td>
</tr>
<tr>
<td>June 10, 2014</td>
<td>State’s Attorney</td>
<td>Appointment Interviews</td>
</tr>
<tr>
<td>September 8, 2014</td>
<td>Executive</td>
<td>OCEMA Interviews</td>
</tr>
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<td>October 14, 2014</td>
<td>State’s Attorney</td>
<td>Appointment Interviews</td>
</tr>
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<td>November 12, 2014</td>
<td>HEW &amp; Solid Waste</td>
<td>Appointment Interviews</td>
</tr>
<tr>
<td>December 9, 2014</td>
<td>HEW &amp; Solid Waste</td>
<td>Approve Contents of Closed Minutes</td>
</tr>
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<td>December 16, 2014</td>
<td>County Board</td>
<td>Approve Contents of Closed Minutes</td>
</tr>
<tr>
<td>January 13, 2015</td>
<td>HEW &amp; Solid Waste</td>
<td>Interviews</td>
</tr>
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<td>January 13, 2015</td>
<td>State’s Attorney</td>
<td>Interviews</td>
</tr>
<tr>
<td>May 12, 2015</td>
<td>HEW &amp; Solid Waste</td>
<td>Interview</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED that the County Board finds that the need for confidentiality still exists for the
minutes of the following closed meetings of the Ogle County Board and its committees and as such shall remain closed:

<table>
<thead>
<tr>
<th>Date of Meeting</th>
<th>Body</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 17, 1999</td>
<td>County Board</td>
<td>Personnel</td>
</tr>
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<td>December 18, 2001</td>
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<td>Labor Negotiations</td>
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<td>May 12, 2003</td>
<td>Solid Waste Committee</td>
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<td>April 15, 2003</td>
<td>County Board</td>
<td>Sheriff Union Contracts</td>
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<td>April 15, 2004</td>
<td>H.E.W.</td>
<td>Union Negotiations</td>
</tr>
<tr>
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<td>Health Dept Union Negotiations</td>
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<td>November 24, 2004</td>
<td>Finance</td>
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<td>May 17, 2005</td>
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<tr>
<td>May 25, 2005</td>
<td>Finance &amp; Negotiations</td>
<td>Sheriff Union Negotiations</td>
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<td>August 11, 2005</td>
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<td>Collective Negotiations</td>
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<td>November 15, 2005</td>
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<td>February 21, 2006</td>
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<td>Sheriff Contracts – McKnight – Land Acquisition &amp; Windmills</td>
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<td>November 16, 2006</td>
<td>Personnel Committee</td>
<td>Personnel</td>
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<td>Long Range Planning</td>
<td>Land acquisition</td>
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<td>Solid Waste/HEW</td>
<td>Personnel</td>
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<td>May 25, 2010</td>
<td>Finance</td>
<td>Labor Negotiations/Litigation</td>
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<td>County Board</td>
<td>Labor Negotiations/Litigation</td>
</tr>
<tr>
<td>November 9, 2010</td>
<td>Personnel &amp; Judiciary</td>
<td>Personnel</td>
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<td>Personnel &amp; Salary</td>
<td>Labor Negotiations/Personnel</td>
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<td>County Board</td>
<td>Labor Negotiations</td>
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<td>December 6, 2010</td>
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<td>February 8, 2011</td>
<td>SA &amp; Circuit Clerk</td>
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<td>Labor Negotiations</td>
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<td>November 7, 2011</td>
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<td>Compensation/Interviews</td>
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<td>Planning &amp; Zoning</td>
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<td>Circuit Clerk &amp; SA</td>
<td>Union</td>
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<td>Long Range</td>
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<td>Walgreens Health Initiative</td>
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<tr>
<td>August 14, 2012</td>
<td>Circuit Clerk &amp; SA</td>
<td>Leaf River FPD Interview</td>
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<td>Personnel</td>
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<td>November 14, 2012</td>
<td>HEW</td>
<td>Compensation</td>
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<td>February 13, 2013</td>
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<td>Land Acquisition</td>
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<tr>
<td>February 19, 2013</td>
<td>County Board</td>
<td>Land Acquisition</td>
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<td>March 12, 2013</td>
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<td>Land Acquisition</td>
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<tr>
<td>March 19, 2013</td>
<td>County Board</td>
<td>Land Acquisition</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED that this resolution shall be effective upon passage.

Presented and Adopted at the October 20, 2015, Ogle County Board Meeting.

Attest: Rebecca Huntley
Ogle County Clerk

Kim P. Gouker
Ogle County Board Chairman