

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
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clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Roofing Removal and Replacement Project Resolution No.: 14-351

Submitted by: Chris Rossman

Dept. Head Signature & Date:
(Subject Matter Sign-off)

[Signature] 11-26-14

Date Submitted: _____

Legal Review of Contract
Terms (Atty. Sign-off):

Kathleen K. Watson

Approved by:
(Legality)

Kathleen K. Watson
(Print name)

Kathleen K. Watson
(Signature)

12/2/2014
(Date)

Post on the Web: YES NO Atty. Initials _____

Comments:

The County of Kane requires this contract for roofing removal and replacement at Kane County Department of Transportation, with J.L. Adler Roofing & Sheet Metal, Inc. of Joliet, IL.

The Kane County Board authorized the Chairman to enter into a contract per Resolution 14-351.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution 14-351, Purchasing Synopsis and Offer to Contract

Chairman signed: YES NO 12-4-14
(Date)

Document returned to: Purchasing
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 14 - 351

**APPROVING A CONTRACT FOR CONSTRUCTION FOR FUEL ISLAND ROOF REPAIR
KANE COUNTY DIVISION OF TRANSPORTATION**

WHEREAS, bids have been solicited and received by the Kane County Purchasing Department for roof repairs to the Kane County Division of Transportation Fuel Island Canopy (hereinafter "Project"); and

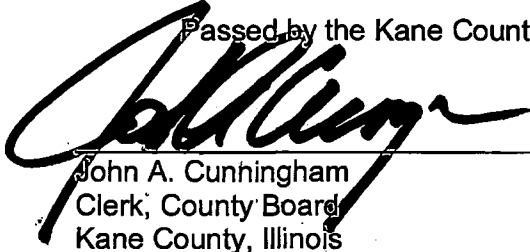
WHEREAS, J.L. Adler Roofing & Sheet Metal, Inc., 779 Joyce Road, Joliet, IL 60436 was the low bidder for the Project in the amount of \$37,651.00; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bid for the Project described hereinabove be accepted in the amount as indicated hereinabove and the County Board Chairman is hereby authorized to execute any contract documents therefor.

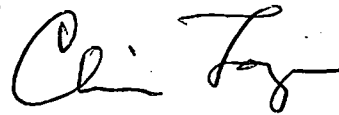
BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Thirty Seven Thousand Six Hundred Fifty One Dollars (\$37,651.00), which includes a fifteen (15%) contingency, from County Highway Fund #300, Line Item #72010 (Building Improvements) to pay for the Project.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.72010	Building Improvements	Yes	Yes	

Passed by the Kane County Board on November 10, 2014.



John A. Cunningham
Clerk, County Board
Kane County, Illinois



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote: 21-0

14-10 Fuel Island Roof

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



September 16, 2014

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Division of Transportation
Procurement Name:	41-014 KDOT Roofing Removal and Replacement Project
Recommended Vendor:	J.L. Adler Roofing & Sheet Metal, Inc.

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Chronicle.

Advertising Date:	August 23, 2014	Notices/Bids sent: 29/19
Bid Due Date:	September 12, 2014	Bids Received: 4

PURPOSE

This contract is seeking to retain the services from an experienced and licensed Contractor for the removal and replacement of an existing roof over the Fuel Island, located in St. Charles, Illinois for the Kane County Division of Transportation.

BID TABULATION

Vendor/Location	Bid Amount
J.L. Adler Roofing & Sheet Metal, Inc., Joliet, IL	\$32,740.00
Riddiford Roofing Company, Arlington Heights, IL	\$35,469.00
Anthony Roofing, Aurora, IL	\$36,885.00
DCG Roofing Solutions, Inc., Des Plaines, IL	\$50,590.00

Kane County Division of Transportation evaluated all bids and determined that J.L. Adler Roofing was the lowest responsible bid.

Based on vendor's qualification, experience, cost, and bid compliance, staff recommends awarding this contract J.L. Adler Roofing & Sheet Metal, Inc. of Joliet, IL for the roofing removal and replacement project, pending the Kane County Division of Transportation approval.

Submitted By:

Tim Keovongsak, Buyer II
Purchasing Department

KANE COUNTY

OFFER TO CONTRACT FORM
For

41-014 Roofing Removal and Replacement Project

Bid Due Date & Time: 3 P.M. FRIDAY, SEPTEMBER 12, 2014

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 210
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: J.L. Adler Roofing & Sheet Metal, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
- A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
1. *the Vendor has examined the Contractor Disclosure (Section 30) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
- B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
- A. All bid documents have been examined: Instructions to Bidder, Statement of Work, Project Manual (STR-SEG Project No. 13069, dated 8/4/14) Drawings (D1, D2, D3, D4, D5, RP-1, and RP-2, dated 8/11/14), and the following addenda:
No. None, No. _____, No. _____, (Contractor to acknowledge addenda here).
- B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
- C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner, and furnish a Performance Bond in accordance with the Instructions to Bidders.

III. BASE BIDS:

The Undersigned agrees to furnish all labor, materials and equipment necessary to perform the Work as described in the Documents (including allowances – see *Section 01010 - "Summary of Work", Article 1.04*), on the above-referenced project for the Sum of:

1. **BASE BID:** (Replacement of Roof Area 1)\$ 32,740.00
Thirty-Two Thousand, Seven Hundred Forty and 00/100-----Dollars

UNIT PRICES:

The undersigned submits the following unit prices as a proposed basis for additive or deductive adjustment under Allowances in the event contract changes in the Work are required involving items described. It is understood and agreed that unit prices are separately subject to acceptance by the Owner and that such prices are not part of the Contract except as accepted and entered in the Agreement. Unit Prices shall include labor, materials, equipment fees, taxes, profit and overhead necessary to perform the Work described below and as specified in the Bidding Documents.

1. Repair of steel roof deck\$ 6.00 /SF
2. Replacement of steel roof deck\$ 10.00 /SF
3. Replacement of 2x6 wood blocking\$ 8.00 /LF
4. Replacement of 3/4" plywood sheathing\$ 9.00 /LF
5. Application of low area fills material
("Unit" is: One 50 lb. bag of material plus necessary granules)
.....\$ 168.00 /UNIT

PROJECT TIMEFRAME:

The Undersigned attests that he is able to perform the Work of the Contract within the parameters of the following construction timeframe, and furthers agrees to adhere to that schedule as a provision of the Contract Agreement.

1. Work shall commence no sooner than May 1, 2015 and no later than September 1, 2015 after written notice of Bid Acceptance, provided the Contract Agreement is executed, and the Work shall be Substantially Completed (i.e., ready for Consultant's Final Review, including sheet metal work) within 7 Calendar days from the initial start of the project.
2. Number of Calendar days after Contract Award to provide pre-construction submittals: 21 days.
3. Number of Calendar days after review of submittals to deliver materials:
14 days.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

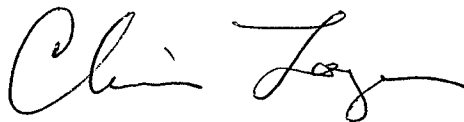
Signature  Typed Signature Christopher J. Adler
Company J.L. Adler Roofing & Sheet Metal, Inc.
Address/City/State 779 Joyce Road - Joliet, IL 60436
Phone # 815-773-1200 Fax # 815-773-1207
Federal I.D./Social Security # 36-2302162 Date September 12, 2014

ACCEPTANCE

The Offer is hereby accepted for Fuel Island canopy roof removal and installation, at the Kane County Division of Transportation.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **41-014**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date

MATERIALS LIST AND DESCRIPTIONS

PROJECT:
 ROOFING REMOVAL AND REPLACEMENT
 SOW FUEL ISLAND – ROOF AREA 1
 STR-SEG No. 13069

Contractor Name: J.L. Adler Roofing & Sheet Metal, Inc.

Address: 779 Joyce Road - Joliet, IL 60436

Phone/Fax: (815) 773-1200 (Phone) / (815) 773-1207 (Fax)

	<u>Product Name</u>	<u>Manufacturer</u>
<u>Sheet Metal Deck Components</u>		
Metal Deck ('A' Deck)	_____	_____
<u>Substrate/Insulation Components</u>		
Gypsum Board Sheathing	<u>SecureRock</u>	<u>Georgia-Pacific</u>
Fasteners and Plates	_____ <small>(denote type and length)</small>	<u>Johns Manville</u>
Tapered Polyisocyanurate Insulation	<u>1/2"</u> <small>(denote rate and thicknesses)</small>	<u>Johns Manville</u>
Fiber Cant Strips	<u>4"</u>	<u>Johns Manville</u>
Tapered Edge Strips	<u>1/2" x 6"</u>	<u>Johns Manville</u>
Spray Filler Foam	_____	_____
Low Area Fill Material	_____	_____
<u>SBS Membrane Components</u>		
SBS Modified Bitumen Roof System Manufacturer	<u>Johns Manville</u>	_____
Asphalt Glass Felt (Base Sheet Plies)	<u>Type VI</u>	<u>Johns Manville</u>
Interply Asphalt	<u>Bitumar Type III</u>	<u>Bitumar</u>
_____	_____	_____
Mineral-Surfaced Modified Membrane	<u>Dynalastic 250</u>	<u>Johns Manville</u>
_____	_____	_____
Aluminum Coating – 1 st Coat	<u>Aluminum Asphalt</u>	<u>Johns Manville</u>

Aluminum Coating – 2nd Coat Aluminum Asphalt Johns Manville

Sheet Metal/ Miscellaneous Components

Prefinished Galvanized Steel (Color Chart Attached) PacClad

Concealed Flashing P PacClad

General Purpose Sealant _____

Butyl Sealant _____

Subcontractors listing, if any, to be used on this project:

Carpentry Contractor None

Sheet Metal Contractor J.L. Adler Roofing & Sheet Metal, Inc.

END OF FORM

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment.

We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (County of Kane Resolution Number 82-90.)

State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in “An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works” approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage ranges are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:

Aggregate Limits	\$5,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. **EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. **FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

**STATEMENT OF WORK
For
Roofing Removal & Replacement Project**

I. OVERVIEW

The County of Kane is seeking to retain the services from an experienced and licensed Contractor for the removal and replacement of an existing roof over the Fuel Island, located at 41W011Burlington Rd, St. Charles, Illinois for the Kane County Division of Transportation.

II. INTENT OF SPECIFICATIONS

It is the intent and purpose of these specifications that all labor, transportation, equipment and materials necessary are provided for completion of all work by the Contractor. The delivery and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of the project.

III. GENERAL INSTRUCTIONS & REQUIREMENTS

The work as described below entails the removal and replacement of existing roof on Roof Area 1 over the Fuel Island located in St. Charles, Illinois for the Kane County Division of Transportation.

Vendors shall reference to the attach Project Manual and drawings provision for complete detail description of project specification and requirements.

- **STR-SEG Project No. 13069**
- **Drawing – Project No. 13069 (Dated 8/11/14) includes following Sheet No.**

D1 – Parapet Flashing	D2 – Scupper Flashing
D3 – Metal Fabrication	D4 – Fastening Layout
D5 – Typical Inside Corner Flashing	
- **Drawing – Project No. 13069 (Dated 8/11/14) includes following Sheet No.**

RP-1 – Roof Plan	RP-2 – Detail Reference Plan
-------------------------	-------------------------------------

IV - General Conditions and Specification

The adherence to all conditions, qualifications, trade requirements, and statement of work of this bid is required. Vendors shall be responsible for confirming the accuracy of all field measurements and dimensions as stated on the attached project manual and drawings. Any discrepancies noted on the drawings will be brought to the attention of the owner immediately.

Kane County's Division of Transportation (Gary Voss) shall be the project manager for this roof replacement project.

IV. GENERAL CONDITIONS and PROVISIONS OF THE BID

Any drawings and general provisions of any subsequent contract, including these General Conditions and the provisions contained in this bid shall apply to any work related hereto commonly referred to as boiler replacement.

A. DEMOLITION AND DISPOSAL:

The Contractor shall provide all necessary labor, machinery, tools, apparatus, equipment, and do all of the work necessary for the complete removal and disposal of all waste, rubbish and debris from Kane County premises.

B. PERMITS AND FEES:

The Contractor or their agent shall obtain any and all permits and fees, which may be required by law or ordinance prior to commencing removal or demolition or other work.

C. DAMAGES:

It shall be the responsibility and liability of the contractor or purchaser to protect all surrounding areas, surfaces, buildings and other property. The Contractor shall promptly repair any damages responsible for to before damage conditions, and any damages caused to adjacent facilities and utilities by removal or demolition operations at no cost to County.

D. CLEAN UP:

Clean adjacent structures and improvements of dust, dirt and debris caused by demolition and removal operations, as directed by County or governing authorities. Return adjacent areas to conditions existing prior to start of work at no expense to County.

E. SITE INSPECTION:

It is understood that the Contractor before submitting a bid, has visited the site, and has inspected in detail the building described herein, and has examined the nature, location, character and all of the local conditions affecting the renovation and remodeling project. No allowance will be made for not being familiar with the building, fixtures, and conditions affecting the renovation and remodeling work of this project.

V. BID PRICES:

Bid pricing shall be all inclusive. No additional costs will be paid by the County, which includes but is not limited to disposal fees, administrative charges, fuel charges, delivery charges, freight or handling charges and any other costs associated with providing the product and installation.

VI. SPECIAL CONDITIONS

A. On-site Pre-Bid Meeting

Vendors are encouraged to attend an on-site pre-bid meeting at the facility listed on this bid before submitting their response. The pre-bid meeting will be at 10 AM, Thursday, September 4, 2014, at Kane County Division of Transportation - Fuel Island Located at 41W011 Burlington Road St. Charles, IL 60175.

B. Vendors are required to use the Offer to Contract Form pages 1-3, to submit a response.

C. Instruction

An original BID response, marked as "**original**" (with submittal requirements) and one (1) paper copies, and one (1) PDF electronic copy on CD shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**41-014 Roofing Removal & Replacement Project.**" Your Bid may be mailed or hand delivered as follows:

**COUNTY OF KANE
Purchasing Department, Building (A)
719 South Batavia Ave., Geneva, IL 60134**

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET. NO LATER THAN SEPTEMBER 5, 2014, FAX AND E-MAILED ACCEPTED. PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.

FAX to (630) 208-5107 or purchasing@co.kane.il.us

SUPPLEMENTARY CONDITIONS

I. REQUIRED DOCUMENTATION

- A. AIA Document A305 – Contractors Qualification Statement.
- B. Bid Bond as specified in the following documents.
- C. Performance Bond (if awarded)
- D. A list of proposed subcontractors, if any, to be used on this project.
- E. Completed Materials List with descriptions.
- F. Current rate sheet covering all applicable personnel and equipment, including material purchase and sub-contractor price mark-up.
- G. The name of the proposed roofing system manufacturer.



ROOFING AND SHEET METAL INC.

779 JOYCE ROAD
JOLIET, ILLINOIS 60436

"Symbol of Quality Since 1926"
RATE SHEET

PHONE 815/773-1200
630/355-7453
FAX 815/773-1207

WAGE RATES

June 1, 2014 thru November 30, 2014

ROOFING PERSONNEL

<u>Regular Rate</u>	<u>Rate/Hour</u>
Foreman	\$ 121.37
Rofer	\$ 114.48

<u>Overtime Rate</u>	<u>Rate/Hour</u>
Foreman	\$ 170.37
Rofer	\$ 160.04

<u>Double Time Rate</u>	<u>Rate/Hour</u>
Foreman	\$ 219.47
Rofer	\$ 205.61

SHEET METAL PERSONNEL

<u>Regular Rate</u>	<u>Rate/Hour</u>
Foreman	\$ 138.25
Sheet Metal	\$ 131.10

<u>Overtime Rate</u>	<u>Rate/Hour</u>
Foreman	\$ 190.03
Sheet Metal	\$ 179.34

<u>Double Time Rate</u>	<u>Rate/Hour</u>
Foreman	\$ 241.89
Sheet Metal	\$ 227.63

EQUIPMENT COSTS

Equipment	Hourly	Daily	Weekly	Monthly
Crane	\$ 100.00	\$800.00	\$ 4,000.00	\$16,000.00
Gehl - Forklift	\$ 90.00	\$720.00	\$ 3,600.00	\$14,400.00
Kettle.	\$ 25.00	\$200.00	\$ 1,000.00	\$ 4,000.00

MATERIAL MARK-UP

Contractor Cost Plus: 15%

Your Professional Roofing and Sheet Metal Contractor



www.adlerroofing.com



GREAT AMERICAN INSURANCE COMPANY OHIO

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

(Name, legal status and address)

J.L. Adler Roofing & Sheet Metal, Inc.
779 Joyce Road
Joliet, IL 60436

SURETY:

(Name, legal status and principal place of business)

GREAT AMERICAN INSURANCE COMPANY
301 E. FOURTH STREET
CINCINNATI, OHIO 45202

OWNER:

(Name, legal status and address)

County of Kane
719 Batavia Avenue
Geneva, IL 60134

CONSTRUCTION CONTRACT

Date: November 10, 2014

Amount: \$32,740.00

Description: Roofing Removal and Replacement SOW Fuel Island-Roof Area 1
(Name and location) 41W011 Burlington Road, St. Charles, IL 60157

BOND

Date: November 25, 2014

(Not earlier than Construction Contract Date)

Amount: \$32,740.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

J.L. Adler Roofing & Sheet Metal, Inc.

Signature:

Name and Title:

Christopher J. Adler
President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

GREAT AMERICAN INSURANCE COMPANY

Signature:

Name and Title:

Bonnie J. Ramseyer
Attorney In Fact

(FOR INFORMATION ONLY--Name, address and telephone)

AGENT or BROKER:

Illinois Securities Company
327 Republic Avenue
Joliet, IL 60435

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)
STR Building Resources, LLC
2015 S. Arlington Heights Road, Suite 108
Arlington Heights, IL 60005

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

3.1 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;

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

3.3 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

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

7.2 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

7.3 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.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

J.L. Adler Roofing & Sheet Metal, Inc.

Signature: _____

Name and Title: Christopher J. Adler

Address: President

779 Joyce Road
Joliet, IL 60436

SURETY

Company: _____ (Corporate Seal)

GREAT AMERICAN INSURANCE COMPANY

Signature: _____

Name and Title: Bonnie J. Ramseyer

Address: Attorney In Fact

327 Republic Avenue
Joliet, IL 60435

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ° CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 20078

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
SHARON REARDON	BOTH OF	BOTH
BONNIE J. RAMSEYER	JOLIET, ILLINOIS	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of MAY 2014



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14TH day of MAY

DAVID C. KITCHIN (877-377-2405)

, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

25 day of November

2014



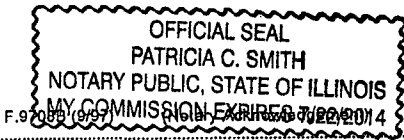
Atty L C B
Assistant Secretary

STATE OF Illinois
COUNTY OF Will } ss.

On this 25 day of November, 2014, before me, a notary public,
within and for said County and State, personally appeared Bonnie J. Ramseyer to me personally

known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the GREAT AMERICAN INSURANCE COMPANY, a corporation of Ohio, created, organized and existing under and by virtue of the laws of the State of Ohio; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said

instrument was executed by authority of its Board of Directors; and the said Great American Insurance Company did acknowledge that he executed the said instrument as the free act and deed of said Company.



Patricia C. Smith

Notary Public, WILL County.