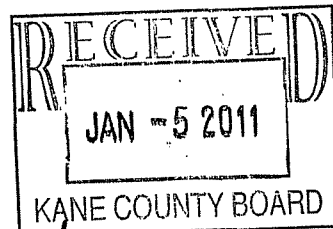


**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
Chairman, Kane County Board



Name of Document: Branch Court Construction -  
Ruffalo Painting Company Inc.

Submitted by: Jim Hansen

Phone Number: 41071

Date Submitted: 1-5-11

Examined by: KC Sigano  
(Print name)

[Signature]  
(Signature)

1-10-11  
(Date)

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 1-11-11  
(Date)

Document returned to: Jim Hansen

**KANE COUNTY  
OFFER TO CONTRACT FORM  
- For -  
Branch Court and Conference Center**

**Bid Due Date & Time:** TUESDAY, DECEMBER 7, 2010 AT 11:00 A.M.

To: Kane County Government Center  
Purchasing Department, Bldg A  
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: Ruffalo Painting Company, 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 bidder shall also include with his bid any necessary literature, samples; etc., as required within the Bidding Specifications (Branch Court and Conference Center) Project Manual, Construction Manager's Supplemental Documents and Drawings Dated November 12, 2010 as prepared by Wight and Company and IHC Construction Companies, LLC.
    1. The Vendor has examined the Contractor Disclosure section 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, Special Conditions, Division 0-3, 6-10, 21-23, and 26-27 of the Bidding Specifications Project Manual Construction Manager's Supplemental Documents, and Drawings dated November 12, 2010 and the following addenda:  
No. 1, No. 2, No. \_\_\_\_\_, (Contractor to acknowledge addenda here.)

- B. The site and locality has been examined where the Work 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 within the Owner within ten (10) calendar days after acceptance of the bid by the Owner, and furnish a Performance Bond and Labor Material Bond in accordance with the Instruction to Bidders.
- D. The bidder agrees to perform all work with their trades as specified per attached Bidding Specifications (Branch Court and Conference Center) Project Manual, Construction Manager's Supplemental Documents and Drawings Dated November 12, 2010 for the following cost:

III. COST

A – Trade Bids

- 1. Trade Package 6b General Trades

The Sum of: \_\_\_\_\_ Dollars (\$ N/A )

- 2. Trade Package 9a Metal Studs and Drywall

The Sum of: \_\_\_\_\_ Dollars (\$ N/A )

- 3. Trade Package 9b Acoustical Ceilings

The Sum of: \_\_\_\_\_ Dollars (\$ N/A )

- 4. Trade Package 9c Flooring and Wall Tile

The Sum of: \_\_\_\_\_ Dollars (\$ N/A )

- 5. Trade Package 9d Epoxy Resinous Flooring

The Sum of: \_\_\_\_\_ Dollars (\$ N/A )

6. Trade Package 9e Painting

The Sum of: Sixty two thousand nine hundred Dollars (\$ 62,907.00)  
and seven dollars

7. Trade Package 27a Low Voltage/Technology

The Sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Unit Price 1: State the amount to be added or deducted from the base bid for the following:

Each work area outlet array type including labor, 150' of cabling, faceplate, jacks and other ancillary equipment required for a complete installation.

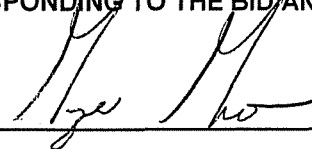
Add or deduct \$ N/A /per each

B - ALTERNATES

The bidders agrees to add or deduct from the Base Bid sum the following amount to perform the alternate work described in Section 00300 Bid Scope, including all associated costs.

IV. The Contractor guarantees substantial completion work by March 17, 2011 and final completion by March 29, 2011.

V. 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 George Georno  
Company Ruffalo Painting Company, Inc.  
Address 11880 12th Street Kenosha, WI 53144  
Phone # (262) 859-2266 Fax # (262) 859-2761  
Federal I.D./Social Security # \_\_\_\_\_ Date 12-6-10

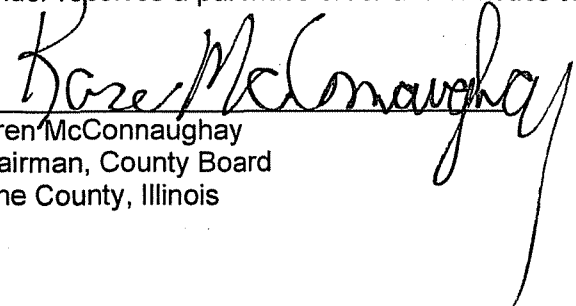
**ACCEPTANCE**

The Offer is hereby accepted for the following services:

- Branch Court and Conference Center

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

This contract shall henceforth be referred to as Contract Number 54-010. The Vendor has been cautioned not to commence any billable work or to provide any materials or services until this Vendor receives a purchase order and or notice to proceed.

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

1-11-2011  
Date

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

\_\_\_\_\_  
Date

Bond No. \_\_\_\_\_

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Ruffalo Painting Co., Inc.

as Principal hereinafter called the Principal, and Old Republic Surety Company  
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,  
are held and firmly bound unto Kane County Purchasing, 719 S. Batavia Avenue, Bldg A, Geneva, IL 60134

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid

Dollars (\$ 5% 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 Kane County Randall Road Branch Court and Conference Center

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 2nd day of December, 2010

Barbara Ann Jones  
Witness

Ruffalo Painting Co., Inc.  
Principal (Seal)

By: [Signature]  
Name/Title

[Signature]  
Witness

Old Republic Surety Company  
Surety

By: Linda G. Curzon  
Linda G. Curzon Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TAMARA S HESTHAVEN, BETH A PARWORTH, DEBRA A. DRESEN, PATRICK R. KELLY, DEANNA HARRIS, CHARLES ELLIOTT, LINDA G CURZON, BRIAN P MCNULTY, OF RACINE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

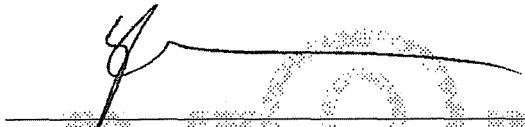
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

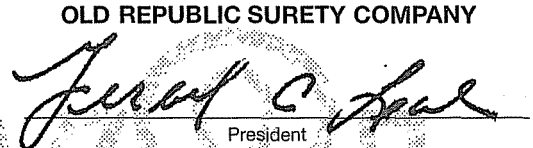
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4TH day of MARCH, 2010.

  
\_\_\_\_\_  
Assistant Secretary

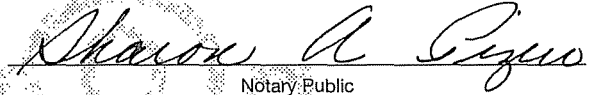


**OLD REPUBLIC SURETY COMPANY**  
  
\_\_\_\_\_  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4TH day of MARCH, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/02/2012

**CERTIFICATE**

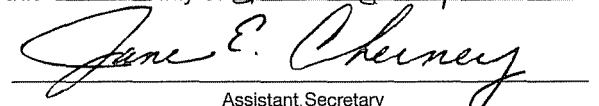
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24 - 5079



Signed and sealed at the City of Brookfield, WI this 2nd day of December, 2010

JOHNSON INSURANCE SERVICES LLC

  
\_\_\_\_\_  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

OP ID RN

DATE (MM/DD/YYYY)

12/21/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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  <b>Johnson Insurance - Kenosha</b> 7500 Green Bay Rd. Kenosha WI 53142-4015 Phone:262-321-2300 Fax:262-619-2805	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>RUFFA-4</b>	
	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Secura Insurance</b> NAIC # <b>22543</b> INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED  <b>Ruffalo Painting Company, Inc.</b> Al Ruffalo & Jim Angelici 11880-12th Street Kenosha WI 53144-7562		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TC3116306	08/01/10	08/01/11	EACH OCCURRENCE	\$ 100000
A	<input checked="" type="checkbox"/> <b>Pollution Liab</b> <input checked="" type="checkbox"/> <b>Addl Insured WRAP</b>	X	X	TC3116306	08/01/10	08/01/11	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250000
A	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			ILE1037 05 05 - INCLUDED	08/01/10	08/01/11	MED EXP (Any one person)	\$ 5000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <b>Pollution</b>		X	A3116307	08/01/10	08/01/11	PERSONAL & ADV INJURY	\$ 1000000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000		X	CU3116309	08/01/10	08/01/11	GENERAL AGGREGATE	\$ 2000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3116308	08/01/10	08/01/11	PRODUCTS - COMP/OP AGG	\$ 2000000
A	Property Inland Marine			TC3116306	08/01/10	08/01/11	<b>Pollution</b>	\$ 100000
A				TC3116306	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
A				TC3116306	08/01/10	08/01/11	BODILY INJURY (Per person)	\$
A				TC3116306	08/01/10	08/01/11	BODILY INJURY (Per accident)	\$
A				TC3116306	08/01/10	08/01/11	PROPERTY DAMAGE (Per accident)	\$
A				TC3116306	08/01/10	08/01/11		\$
A				CU3116309	08/01/10	08/01/11	EACH OCCURRENCE	\$ 8000000
A				CU3116309	08/01/10	08/01/11	AGGREGATE	\$ 8000000
A				CU3116309	08/01/10	08/01/11		\$
A				CU3116309	08/01/10	08/01/11		\$
A				WC3116308	08/01/10	08/01/11	WC STATUTORY LIMITS	
A				WC3116308	08/01/10	08/01/11	E. L. EACH ACCIDENT	\$ 1000000
A				WC3116308	08/01/10	08/01/11	E. L. DISEASE - EA EMPLOYEE	\$ 1000000
A				WC3116308	08/01/10	08/01/11	E. L. DISEASE - POLICY LIMIT	\$ 1000000
A				TC3116306	08/01/10	08/01/11	<b>Installat</b>	\$200000
A				TC3116306	08/01/10	08/01/11	<b>Equipment</b>	\$150000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Job: IHC#10154/Kane County Circuit Court. The following are additional insureds on a primary, non-contributory basis with respect to General Liability and Automobile: Kane County, Wight & Company, IHC Construction Companies LLC and their agents, employees, consultants, officers and directors. A waiver of subrogation in favor of additional insureds applies**

CERTIFICATE HOLDER  <b>IHC Construction Companies LLC</b> c/o Assurance Agency Ltd One Century Centre	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
---	---



**NOTEPAD:**

HOLDER CODE	IHCCONS	RUFFA-4	PAGE 2
INSURED'S NAME	Buffalo Painting Company, Inc	OPID RN	DATE 12/21/10

to General Liability and Workers Compensation. Umbrella coverage follows form.

POLICY NUMBER: **TC3116306**

**COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**  
**Kane County, Wight & Company, IHC Construction Companies LLC and their agents,  
employees, consultants, officers and directors-IHC Job #10154/Kane County Circuit Court**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: **TC3116306**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 10 01**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b> Kane County, Wight & Company, IHC Construction Companies LLC and their agents, employees, consultants, officers and directors
<b>Location And Description of Completed Operations:</b> IHC Job # 10154/Kane County Circuit Court
<b>Additional Premium:</b> \$0

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".