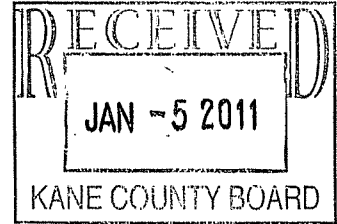


DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board



Name of Document: Branch Court Construction -
Peak Carpentry Inc.

Submitted by: Purchasing - Jim Hansen

Phone Number: 1-5-11

Date Submitted: 41071

Examined by: KC Sheppard
(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: PEAK CARPENTRY Inc. - 9a. metal studs + Drywall

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 (\$ 0)

2. Trade Package 9a Metal Studs and Drywall

The Sum of: Two Hundred Two Thousand _____ Dollars (\$ 202,000.)

3. Trade Package 9b Acoustical Ceilings

The Sum of: _____ Dollars (\$ 0)

4. Trade Package 9c Flooring and Wall Tile

The Sum of: _____ Dollars (\$ 0)

5. Trade Package 9d Epoxy Resinous Flooring

The Sum of: _____ Dollars (\$ 0)

6. Trade Package 9e Painting

The Sum of: _____ 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 \$ _____ /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 LES REBBECK
Company PEARL CARPENTRY INC.
Address 1208 E. ALGONQUIN RD. ALGONQUIN IL 60102
Phone # 847-854-9070 Fax # 847-854-9075
Federal I.D./Social Security # 26-2330965 Date 12/7/10


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 McConaughay
Chairman, County Board
Kane County, Illinois

1-11-2011
Date

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

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PEA120710

KNOW ALL MEN BY THESE PRESENTS, that we

PEAK CARPENTRY, INC.
1208 E. ALGONQUIN RD. ALGONQUIN, IL 60102

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
WASHINGTON INTERNATIONAL INSURANCE COMPANY
475 N. MARTINGALE ROAD, SUITE 850 SCHAUMBURG, IL 60173

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of **NEW HAMPSHIRE**

as Surety, hereinafter called the Surety, are held and firmly bound unto **KANE COUNTY TREASURER**
719 S. BATAVIA AVENUE, BLDG. A GENEVA, IL 60134

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

FIVE AND 00/100 PERCENT of Amount Bid-----Dollars (\$ 5 %),
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 RD. BRANCH COURT CONFERENCE CENTER. BID PACKAGE 9A.

(Here insert full name, address and description of project)

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.

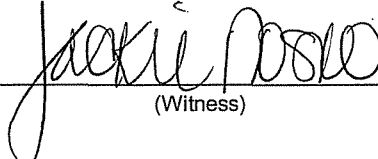
Signed and sealed this 7th day of December 2010



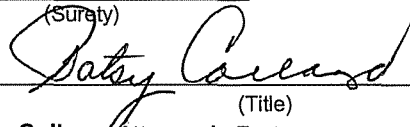
(Witness)

PEAK CARPENTRY, INC.
(Principal)  (Seal)

(Title) *PROB. S.*



(Witness)

WASHINGTON INTERNATIONAL INSURANCE COMPANY
(Surety)  (Seal)

(Title)
Patsy Collazo, Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN,
JEFFREY S. MOORE, PATSY COLLAZO and GARY W. PETRIE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

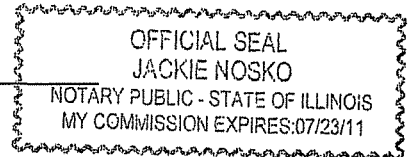
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

(STATE OF Illinois)
(COUNTY OF Cook)

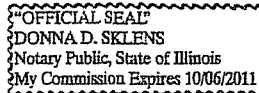
On this 7th day of December 2010 before me came, Patsy Collazo, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT WASHINGTON INTERNATIONAL INSURANCE COMPANY at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Jackie Nosko
Notary Public



On this 10th day of September, 2010, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of December, 2010.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

ACORD CERTIFICATE OF INSURANCE ISSUE DATE: 12/30/2010

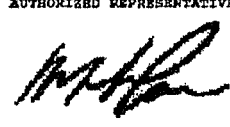
PRODUCER Mark Coon 23042 N. Main Street Prairie View, IL 60069 847-415-2666	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 50%;">NAIC#</th> </tr> <tr> <td>Insurer A Country Mutual Ins Co</td> <td></td> </tr> <tr> <td>Insurer B</td> <td></td> </tr> <tr> <td>Insurer C</td> <td></td> </tr> <tr> <td>Insurer D</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	Insurer A Country Mutual Ins Co		Insurer B		Insurer C		Insurer D	
INSURERS AFFORDING COVERAGE	NAIC#										
Insurer A Country Mutual Ins Co											
Insurer B											
Insurer C											
Insurer D											

INSURED - 3099582 Peak Carpentry, Inc. 1208 E Algonquin Rd Algonquin, IL 60102	
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COVERAGE
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. OWN'L; AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	AB2293990	01/29/2010	01/29/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td><td>\$50,000</td></tr> <tr><td>EMD. EXPENSE (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td>FIRE DAMAGE (ANY ONE FIRE)</td><td>\$50,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$50,000	EMD. EXPENSE (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000	FIRE DAMAGE (ANY ONE FIRE)	\$50,000
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FIRE DAMAGE (ANY ONE FIRE)	\$50,000																			
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AB2293990	01/29/2010	01/29/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (EA ACCIDENT)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per occurrence)</td><td></td></tr> <tr><td>PROPERTY DAMAGE(per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per occurrence)		PROPERTY DAMAGE(per accident)							
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A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE	AU2293990	01/29/2010	01/29/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000										
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AGGREGATE	\$5,000,000																			
A		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No If yes, describe under SPECIAL PROVISIONS below	AW2293990	01/29/2010	01/29/2011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td></tr> <tr><td><input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>B.L. BACK ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>B.L. DISEASE-EACH EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>B.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTHER		B.L. BACK ACCIDENT	\$1,000,000	B.L. DISEASE-EACH EMPLOYEE	\$1,000,000	B.L. DISEASE-POLICY LIMIT	\$1,000,000				
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B.L. DISEASE-POLICY LIMIT	\$1,000,000																			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:
 RE: Kane County Circuit Court - 10154
 Additional Insureds on a Primary / Non-Contributory Basis on the Following Policies - General Liability; Automobile Liability; Kane County (Owner); Wight & Company (Architect); IHC Construction Companies LLC (Construction Manager), and their agents, employees, consultants, officers and directors
 A Waiver of Subrogation in favor of the additional insureds is included on the following policies: General Liability; Workers' Compensation Liability

ENDORSEMENT HOLDER IHC Construction Companies LLC c/o IHC Certificate Program Assurance Agency LTD 1750 E Golf Road, Suite 1100 Schaumburg, Illinois 60173	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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)

DISCLAIMER

The certificate of insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: AB2293990
EFFECTIVE DATE: 01/29/2010

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

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 Additional Insured Person (s) or Organization (s):	Location(s) of Covered Operations
RE: Kane County Circuit Court - 10154 Additional Insureds on a Primary / Non-Contributory Basis on the Following Policies - General Liability; Automobile Liability; Kane County (Owner); Night & Company (Architect); IHC Construction Companies LLC (Construction Manager), and their agents, employees, consultants, officers and directors A Waiver of Subrogation in favor of the additional insureds is Included on the following policies: General Liability; Workers' Compensation Liability	
Information required to complete this Schedule , if not shown above , will be shown in the Declarations .	

A. Section II - Who is an Insured is amended to include as an additional Insured the person (s) or organization (s) shown in the Schedule , but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury " caused, in whole or in part, by:

1. Your acts or omissions ; or
2. The acts or omissions of those acting on your behalf ;

In the performance of your ongoing operations for the additional insured(s) at the location (s) designated above .

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply :

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 location 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: AB2293990

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

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

Name of Person or Organization:

Name of Additional Insured Person (s) or Organization (s):	Location and Description of Completed Operations
RE: Kane County Circuit Court - 10154 Additional Insureds on a Primary / Non-Contributory Basis on the Following Policies - General Liability; Automobile Liability; Kane County (Owner); Wight & Company (Architect); IHC Construction Companies LLC (Construction Manager), and their agents, employees, consultants, officers and directors A Waiver of Subrogation in favor of the additional insureds is Included on the following policies: General Liability; Workers' Compensation Liability	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is an Insured is amended to include as an additional insured the person (s) or organization (s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".