

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

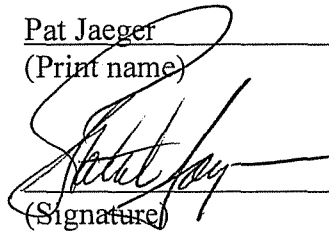
Name of Document: Contract and Contract Bond for Curran Contracting for
2011 County Resurfacing, Section #11-00414-00-RS

Submitted by: Linda Haines

Phone Number: 630/584-1170

Date Submitted: March 4, 2011

Examined by: Pat Jaeger
(Print name)


(Signature)

(Date)

Comments:

Chairman signed: Yes No 3-17-11
(Date)

Document returned to: Co Clerk

KANE COUNTY
DIVISION of TRANSPORTATION


Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

DATE: March 15, 2011

TO: Jean Weems
County Board Office

FROM: Linda Haines 

SUBJECT: March County Board

3 – Contract and Contract with Curran Contracting for Burlington Road at Corron Road, Kane Co. Section #06-00354-00-CH with document vet sheet (Kane County Resolution #11-79)

3 – Contract and Contract with Curran Contracting for 2011 County Resurfacing, Kane Co. Section #11-00414-00-RS with document vet sheet (Kane County Resolution #11-80)

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and return to our office for further processing.

Thanks.

c: Manny Gomez
Dave Boesch

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 11 - 80

**APPROVING CONTRACT FOR CONSTRUCTION
2011 KANE COUNTY RESURFACING PROGRAM
KANE COUNTY SECTION NO. 11-00414-00-RS**

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and construction described as:

KANE COUNTY SECTION NO. 11-00414-00-RS
2011 KANE COUNTY RESURFACING PROGRAM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

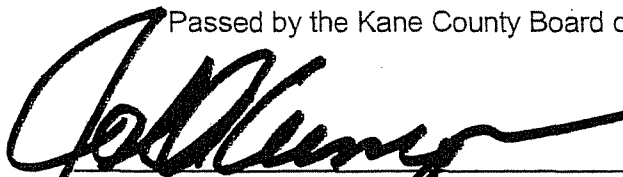
CURRAN CONTRACTING CO. OF CRYSTAL LAKE, ILLINOIS
with a low bid of
\$5,248,917.40

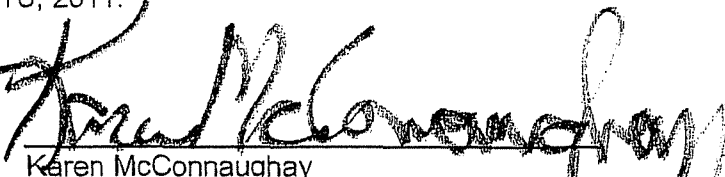
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Five Million Two Hundred Forty Eight Thousand Nine Hundred Seventeen and 40/100 Dollars (\$5,248,917.40) from the Transit Sales Tax Bond Construction Fund #513, Line Item #52080 (Repairs & Maintenance - Resurfacing) 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 <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
513.520.528.52080	Repairs & Maintenance - Resurfacing	Yes	Yes	

Passed by the Kane County Board on March 8, 2011.


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

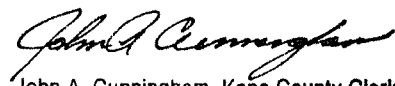

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 25
No _____
Voice _____
Abstentions _____

STATE OF ILLINOIS
COUNTY OF KANE

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois

DATE MAR 14 2011


John A. Cunningham, Kane County Clerk



1. THIS AGREEMENT, made and concluded the 8th day of March, 2011 between the County of Kane acting by and through its County Board known as the party of the first part, and Curran Contracting Company his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 11-00414-00-RS in Kane County, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Clerk (Seal)

The County of Kane By Koren McComaughy Chairman, County Board (If a Corporation)

Corporate Name Curran Contracting Company

By David Schmoë - Vice President (If a Co-Partnership)

Attest: Catherine C. Curran Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route _____
County Kane
Local Agency Kane
Section 11-00414-00-RS
Bond No. 0151994

We, Curran Contracting Company, 2220 County Farm Road, DeKalb, IL 60115

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois
as PRINCIPAL, and Berkley Regional Insurance Company
11201 Douglas Avenue, Urbandale, Iowa 50322 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Five Million Two Hundred Forty Eight Thousand Nine Hundred Seventeen and 40/100

_____ Dollars (\$5,248,917.40), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8 day of March A.D. 2011

PRINCIPAL

Curran Contracting Company
(Company Name)

(Company Name)

By: David Schmoë
(Signature & Title) Vice President

By: _____
(Signature & Title)

Attest: Catherine C. Curran
(Signature & Title) Secretary

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF DeKalb

I, Joyce C. Listy, a Notary Public in and for said county, do hereby certify that
David Schmoë, Vice President, and Catherine C. Curran, Secretary

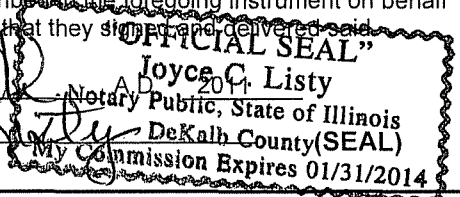
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of March

My commission expires January 31, 2014

Joyce C. Listy
Notary Public



SURETY

Berkley Regional Insurance Company
(Name of Surety)

By: Michael F. Low
(Signature of Attorney-in-Fact)
Michael F. Low

(SEAL)

STATE OF ILLINOIS,
COUNTY OF McHenry

I, Timothy J. Low, a Notary Public in and for said county, do hereby certify that
Michael F. Low

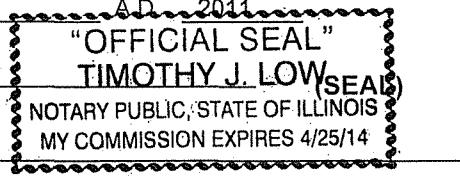
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of March

My commission expires April 25, 2014

Timothy J. Low
Notary Public



Approved this 8th day of March, A.D. 2011

Attest:
John A. Cunningham, County Clerk

County of Kane
(Awarding Authority)
Karen McComan
(Chairman/Mayor/President)
County Board

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Michael F. Low, Kelly J. Low or Timothy J. Low of Frank Low Insurance Agency, Inc. of McHenry, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware; without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16 day of November, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By Ira S. Lederman
Senior Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 16 day of November, 2010, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2012

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of March, 2011.

(Seal)

Steven Coward
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.