

**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: May 10, 2011

TO: Jean Weems  
County Board Office

FROM: Linda Haines

SUBJECT: May County Board

3 – Contract / Contract Bond from Jim George and Sons, LLC for Burlington Township Section #11-05000-02-GM with Document Vet Sheet

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

County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

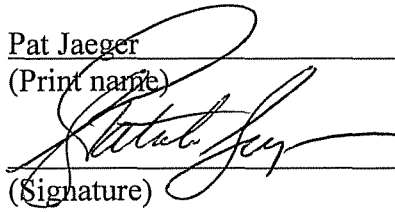
**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: Contract / Contract Bond with Jim George & Sons for  
Burlington Twp. Sec. #11-05000-02-GM MFT 2011  
Resurfacing

Submitted by: Linda Haines

Date Submitted: April 13, 2011

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

April , 2011  
(Date)

Post on Web: Yes  No  Atty. Initials \_\_\_\_\_

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

Chairman signed: Yes No \_\_\_\_\_ 5-16-11  
(Date)

Document returned to: Co. Clerk



1. THIS AGREEMENT, made and concluded the 10th day of May, 2011 Month and Year between the County of Kane acting by and through its County Board Chairman Jim George and Sons, LLC 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 11-05000-02-GM in Burlington Township, approved by the Department of Transportation of the State of Illinois March 14, 2011 Date, 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 [Signature] Party of the First Part Chairman, County Board (If a Corporation)

Corporate Name Jim George & Sons, LLC By [Signature] President Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary (Seal)

Partners doing Business under the firm name of Party of the Second Part (If an individual) Party of the Second Part



**Illinois Department  
of Transportation**

**Contract Bond**

Bond #	GRIL60872D
Route	_____
County	Kane
Local Agency	Burlington Rd Dist.
Section	11-05000-02-GM

We, Jim George and Sons, LLC, P.O. Box 247, Sycamore, IL 60178

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

as SURETY,

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

Dollars ( \$75,816.40 )

), 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 10th day of May A.D. 2011

**PRINCIPAL**

Jim George & Sons, LLC  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: [Signature]  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

Attest: [Signature]  
(Signature & Title)

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, Jovan George, a Notary Public in and for said county, do hereby certify that

Jim George & Sons, LLC

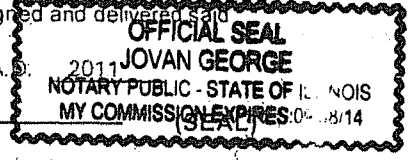
(Insert names of individuals signing on behalf of PRINCIPAL)

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 10th day of May A.D. 2011

My commission expires 9/8/14

[Signature]  
Notary Public



**SURETY**

Granite Re, Inc.  
(Name of Surety)

By: [Signature]  
(Signature of Attorney-in-Fact)  
Peter R. Johnson

STATE OF ILLINOIS,  
COUNTY OF COOK

I, Daniel Wasnick III, a Notary Public in and for said county, do hereby certify that

Peter R. Johnson

(Insert names of individuals signing on behalf of SURETY)

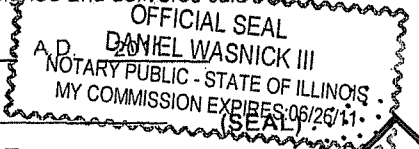
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes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

Given under my hand and notarial seal this 10th day of May A.D. 2011

My commission expires June 26, 2011

[Signature]  
Notary Public

Daniel Wasnick III



Approved this 10th day of May A.D. 2011

Attest: \_\_\_\_\_

John A. Cunningham, County Clerk

County of Kane  
(Awarding Authority)  
[Signature]  
(Chairman/Mayor/President)  
County Board

(Seal)

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PETER R. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PETER R. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Secretary/Treasurer, this 23<sup>rd</sup> day of October, 2008.



  
R. Darryl Fisher, Vice President

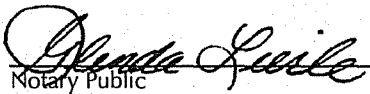
STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

  
Rodman A. Frates, Secretary/Treasurer

On this 23<sup>rd</sup> day of October, 2008, before me personally came R. Darryl Fisher, Vice President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said R. Darryl Fisher and Rodman A. Frates were respectively the Vice President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as Vice President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2012  
Commission # 00005708



  
Notary Public

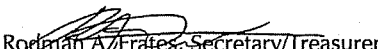
**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 10th day of May, 2011.



  
Rodman A. Frates, Secretary/Treasurer