

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 31, 2011

TO: Jean Weems
County Board Office

FROM: Linda Haines

A handwritten signature in cursive script, appearing to read "Linda", is written over the printed name "Linda Haines".

SUBJECT: May County Board

4 -- Contract / Contract Bond with Geske and Sons, Inc. for Plato Township
Section #11-12000-02-GM, Resurfacing, with Document Vet Sheet (Kane County
Resolution #11-153)

4 -- Contract / Contract Bond with Geske and Sons, Inc. for Rutland Township
Section #11-13000-01-GM, Resurfacing, with Document Vet Sheet (Kane County
Resolution #11-154)

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: Dave Boesch
Brad Hunold

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

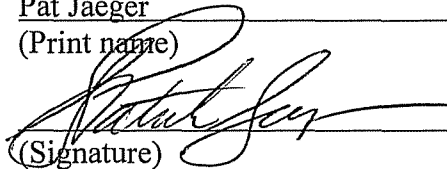
Name of Document: Contract / Contract Bond with Geske & Sons for Plato

Twp. Sec. #11-12000-02-GM 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 6-6-11
(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 known as the party of the first part, and Geske and Sons, Inc. 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 11-12000-02-GM in Plato Township, approved by the Department of Transportation of the State of Illinois March 24, 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 Geske and Sons, Inc. By [Signature] President LeRoy Geske Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary Larry Geske (Seal)

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



Contract Bond

Route _____
County Kane
Local Agency Plato Road Dist.
Section 11-12000-02-GM

We, Geske and Sons, Inc., 400 East Terra Cotta Avenue, Crystal Lake, IL 60014

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

as PRINCIPAL, and Ullico Casualty Company

1625 Eye Street NW, Washington, DC 20006 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Two Hundred Nineteen Thousand Nine Hundred Seventy One and 20/100

Dollars (\$219,971.20), 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 20th day of May A.D. 2011

PRINCIPAL

Geske & Sons, Inc.
(Company Name)
By: LeRoy H. Geske
(Signature & Title)
LeRoy H. Geske, President
Attest: _____
(Signature & Title)

(Company Name)
By: _____
(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 McHenry

I, Lori L. Geske, a Notary Public in and for said county, do hereby certify that
LeRoy H. Geske

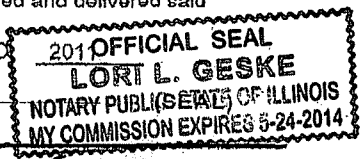
(insert names of individuals signing on behalf of PRINCIPAL)

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 20th day of May A.D.

My commission expires 5/24/2014

Lori L. Geske
Notary Public



SURETY

Ullico Casualty Company
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)
Jeremy Crawford, Attorney-In-Fact
(SEAL)

STATE OF Minnesota
COUNTY OF Hennepin

I, Lisa M. Jabas, a Notary Public in and for said county, do hereby certify that

Jeremy Crawford, Attorney-In-Fact
(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 20th day of May A.D. 2011

My commission expires January 31, 2015

Lisa M. Jabas
Notary Public



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

Attest:
John A. Cunningham, County Clerk
(Seal)

County of Kane
(Awarding Authority)
Ken McManus
(Chairman/Mayor/President)
County Board



ULLICO Casualty Company
1625 Eye Street, N.W. Washington D.C. 20006
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That ULLICO CASUALTY COMPANY (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: **Michael Williams, Jeremy Crawford, William J. Nemeč, Andrea J. Michael and Tanya Fukushima of C*C*I Surety, Inc., a Minnesota Corporation,**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$3,000,000.00 for principals that have been approved for the Small Business Administration's Surety Bond Guarantee Program.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, ULLICO CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 20th day of May 20 11.



Daniel Aronowitz
President ULLICO Casualty Company, a Delaware Corporation.

On this 20th day of May 20 11, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the ULLICO CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public

CATHERINE M. OBRIEN
NOTARY PUBLIC STATE OF MARYLAND
MONTGOMERY COUNTY
MY COMMISSION EXPIRES JANUARY 21, 2012
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16th day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of July 2009.

Teresa E. Valentine
Senior Vice President, General Counsel & Secretary
ULLICO Casualty Company