

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: June 14, 2011
TO: Jean Weems
County Board Office
FROM: Linda Haines
SUBJECT: June County Board

4 – Contract / Contract Bond with Triggi Construction Company for St. Charles Township Section #11-14000-00-RS, Crane Road Estates, with Document Vet Sheet (Kane County Resolution #11-169)

1 – IEMA Public Assistance Grant Agreement for Federal Declaration #FEMA-1960-DR-IL with Document Vet Sheet. (This does NOT need County Clerk signature.)

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: Kurt Nika
Gary Sirotzke

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

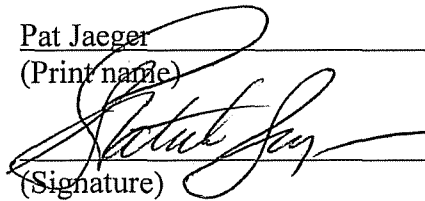
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract / Contract Bond with Triggs Consturction for
St. Charles Twp. Sec. #11-14000-00-RS 2011 Resurfacing
Crane Road Estates

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 6-15-11
(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 known as the party of the first part, and Triggs Construction, 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 11-14000-00-RS in St. Charles Township, 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 [Signature] Chairman, County Board (If a Corporation)

Corporate Name Triggs Construction, Inc. By [Signature] Acting President Giovanni Difruscolo Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary Luciezia Difruscolo (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# 0541143

Route Crane Rd Estates
County Kane
Local Agency St. Charles Twp.
Section 11-14000-00-RS

We, Trigg Construction, Inc., P.O. Box 235, West Chicago, IL 60186-0235

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

as PRINCIPAL, and International Fidelity Insurance Company

1560 Wall Street Suite 112, Naperville, IL 60563 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Seven Hundred Nine Thousand Three Hundred Five and 00/100-----

----- Dollars (\$709,305.00), 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

Triggi Construction, Inc.

By: [Signature]
(Company Name)
(Signature & Title)

By: _____
(Company Name)
(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, Arthur Merkelz, a Notary Public in and for said county, do hereby certify that
Giovanni Difruscolo and Lucrezia Difruscolo

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

My commission expires 01/28/12
OFFICIAL SEAL
ARTHUR W MERKELZ III
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 01/28/12
Notary Public (SEAL)

International Fidelity Insurance Company
(Name of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)
Sherene L. Hemler (SEAL)

STATE OF ILLINOIS,
COUNTY OF Cook

I, Sarah Green, a Notary Public in and for said county, do hereby certify that

Sherene L. Hemler
(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 10th day of May, A.D. 2011

My commission expires 04/17/12
OFFICIAL SEAL
SARAH GREEN
Notary Public, State of Illinois (SEAL)
My Commission Expires 04/17/12
Notary Public

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

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

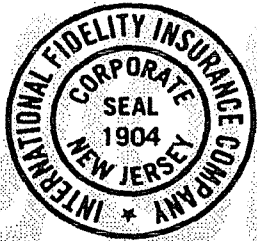
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



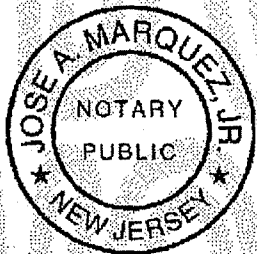
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE 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 by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of May, 2011.

Assistant Secretary