

KANE COUNTY
EMERGENCY PURCHASE AFFIDAVIT

This form must be filed with the Purchasing Department within ten (10) days of an emergency purchase.

Elected Office or Department Kane County Division of Transportation
Address 41W011 Burlington Road, St. Charles, IL 60175
Vendor TBD - Obtaining Bid
Address _____

State of Illinois)
County of Kane)

I, Carl Schoedel being duly sworn solemnly affirm that
(Name of affiant)

I am Director of Transportation / County Engineer
(Official title and office of affiant)

I have authorized the expenditure of funds for an emergency.

This expenditure is justified as:

- An emergency involving public health
- An emergency involving public safety
- Necessary to protect or prevent against further loss or damage to County property
- Necessary to prevent or minimize serious disruption in County services
- Necessary to ensure integrity of County records
- Necessary to avoid lapsing or loss of federal, state or donated funds

The conditions and circumstances requiring this emergency purchase are:

An emergency repair is required to stabilize the Randall Road bridge over Mill Creek. The emergency, permanent repair calls for constructing a steel sheet pile wall adjacent to the roadway for approximately 15 feet, to replace a failed wingwall.

That the amount of this expenditure is \$ _____ Actual or \$70,000.00 Estimated
(If an estimated cost is provided, the actual cost must be reported to the County as soon as it is known.)

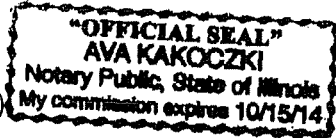
This affidavit is made pursuant to and in fulfillment of the emergency purchase affidavit provisions in the Kane County Purchasing Ordinance.

I know and understand the contents of this affidavit and all statements herein are true and correct.

[Signature]
Signature of Affiant

Subscribed and sworn before me this 3rd day of December, 2011

[Signature]
Notary Public
10-15-2014



(Seal) My Commission expires:

Authorized: _____
DATE _____
[Signature]
County Chairman/Vice Chairman/Parent Committee Chair/County Board Members

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: December 15, 2011

TO: Heidi Files
County Board Office

FROM: Linda Haines *Linda*

SUBJECT: Randall Road over Mill Creek Bridge
Kane County Section #11-00419-00-BR

3 – Contracts/Contract Bonds with Document Vet Sheet for above-named subject

TRANSMITTED FOR:

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

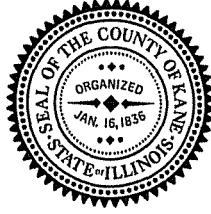
REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and return to our office for further processing.

FYI – I talked to Christine Booth at the County Clerk's Office. Mr. Cunningham is expected to be in tomorrow morning. Please take the contracts/contract bonds after the Chairman signs to his office as soon as possible. Chris will let me know when he has signed them.

Thanks for all your help.

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

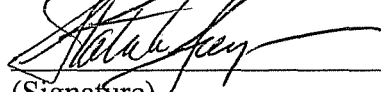
Name of Document: Contract / Contract Bond with Alliance Contractors for Randall

Road over Mill Creek Wingwall, Kane Co Sec. #11-00419-00-BR

Submitted by: Linda Haines

Date Submitted: December 14, 2011

Examined by: Pat Jaeger
(Print name)


(Signature)

12-15, 2011
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No _____
(Date)

Document returned to: _____



1. THIS AGREEMENT, made and concluded the 10th day of January, 2012 between the County of Kane acting by and through its County Board Alliance Contractors, 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 11-00419-00-BR 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: [Signature] Clerk (Seal)

The County of Kane By [Signature] Chairman, County Board (If a Corporation)

Corporate Name Alliance Contractors, Inc. By [Signature] President Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Asst. Secretary

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**

Bond No. 105720151

Contract Bond

Randall Road over
Route Mill Creek - Wingwall
County Kane
Local Agency Kane Co. DOT
Section 11-00419-00-BR

We, Alliance Contractors, Inc., 1166 Lake Avenue, Woodstock, IL 60098

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

as PRINCIPAL, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Fifty Four Thousand Four Hundred Fifty One and 50/100

Dollars (54,451.50), 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 15th day of December A.D. 2011

PRINCIPAL

Alliance Contractors, Inc.

(Company Name)

(Company Name)

By: Scott A. Marquart Vice-President
(Signature & Title)

By: _____
(Signature & Title)

Attest: Eric L. Ruth Asst. Secretary
(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, Renee' Behrens, a Notary Public in and for said county, do hereby certify that
Scott A. Marquart and Eric L. Ruth

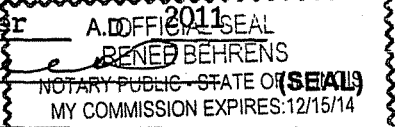
(Insert names of individuals signing on behalf or PRINCIPAL)

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 15th day of December A.D. 2011

My commission expires 12-15-14

Renee' Behrens
Notary Public



Travelers Casualty and Surety Company of America
(Name of Surety)

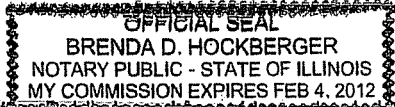
SURETY

By: Oscar F. Rincon
Signature of Attorney-in-Fact

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Brenda D. Hockberger, a Notary Public in and for said county, do hereby certify that
Oscar F. Rincon



(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 15th day of December A.D. 2011

My commission expires February 4, 2012

Brenda D. Hockberger
Notary Public



Approved this _____ day of _____, A.D. 2011

Attest: [Signature]
County Clerk

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224232

Certificate No. 004652098

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Cindy Genslinger, Gina M. Damato, Thomas A. Pictor, Jane Bronson, Michael Damewood, Rosemary Muliere, Kathy Anderson, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Petersen, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Heather Seguin, Moises Alcantar, James P. Fagan, Heather J. Meneghetti, Stephanie Miller, Grace Lawrence, David Letcher, Andrew Stontz, Ann Mulder, Matthew Donovan, Joanna L. Leggett, Matthew Tobias, Nenad Osmanovic, Mark J. DeGrazia, Launa Reidenbach, and William Matthews

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of November, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of November, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of December, 2011.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.