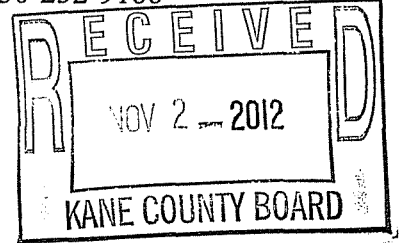


County of Kane
Office of County Board
Kane County Government Center

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 Acura Inc. for Kirk Road Median
Improvements, Kane Co. Sec. #12-00423-00-SP

Submitted by: Linda Haines

Date Submitted: October 10, 2012

Examined by: Pat Jaeger
(Print name)

[Signature]
(Signature)

October 10, 2012
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:

Chairman signed: Yes No _____
(Date) November 7, 2012

Document returned to: TO county clerks office 11/8/12

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 360

**APPROVING CONTRACT FOR CONSTRUCTION
KIRK ROAD MEDIAN IMPROVEMENTS
KANE COUNTY SECTION NO. 12-00423-00-SP**

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

KANE COUNTY SEC. NO. 12-00423-00-SP
KIRK ROAD MEDIAN IMPROVEMENTS
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

ACURA INC. OF BENSENVILLE, ILLINOIS
with a low bid of
\$49,452.80

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a 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 Forty Nine Thousand Four Hundred Fifty Two and 80/100 Dollars (\$49,452.80) from Local Option Fund #304, Line Item #73000 (Road Construction) 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 currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.73000	Road Construction	FY2013	Yes	

Passed by the Kane County Board on October 25, 2012.

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

Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
10APCNKRKMDNIMP.4LH



1. THIS AGREEMENT, made and concluded the 25th day of October, 2012 between the County of Kane acting by and through its County Board Acura 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 #12-00423-00-SP 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 ACURA INC. By [Signature] President Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary

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

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**Illinois Department
of Transportation**

Contract Bond

Bond No. S417283

Route _____
County Kane
Local Agency Kane
Section #12-00423-00-SP

We, Acura Inc., 556 County Line Road, Bensenville, IL 60106

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

as PRINCIPAL, and Employers Mutual Casualty Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Forty Nine Thousand Four Hundred Fifty Two and 80/100

Dollars (\$49,452.80), 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 October, A.D. 2012

PRINCIPAL

Acura, Inc.
(Company Name)
By: [Signature] President
(Signature & Title)
Attest: [Signature] Secretary
(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 DuPage

I, Janice DiGioia, a Notary Public in and for said county, do hereby certify that

Domenico DiGioia

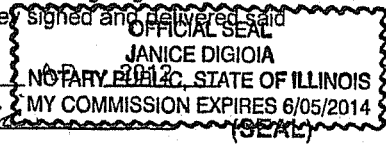
(Insert names of individuals signing on behalf or PRINCIPAL)

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 October

My commission expires 6/5/2014

[Signature]
Notary Public



SURETY

Employers Mutual Casualty Company
(Name of Surety)

By: [Signature]
William P. Maher (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Cook

(SEAL)

I, Karen Dohn, a Notary Public in and for said county, do hereby certify that

William P. Maher

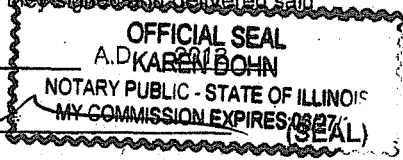
(Insert names of individuals signing on behalf or SURETY)

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 October

My commission expires 6/27/16

[Signature]
Notary Public



Approved this 25th day of October, A.D. 2012

Attest: [Signature]
John A. Cunningham, County Clerk

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



1. THIS AGREEMENT, made and concluded the 25th day of October, 2012 Month and Year between the County of Kane acting by and through its County Board known as the party of the first part, and Acura 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 #12-00423-00-SP 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 ACURA INC. By [Signature] President Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary

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

[Handwritten signature]



**Illinois Department
of Transportation**

Contract Bond

Bond No. S417283

Route _____
County Kane
Local Agency Kane
Section #12-00423-00-SP

We, Acura Inc., 556 County Line Road, Bensenville, IL 60106

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

as PRINCIPAL, and Employers Mutual Casualty Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Forty Nine Thousand Four Hundred Fifty Two and 80/100

Forty Nine Thousand Four Hundred Fifty Two and 80/100 Dollars (\$49,452.80), 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 October A.D. 2012

PRINCIPAL

Acura, Inc. _____
(Company Name)
By: [Signature] President
(Signature & Title)
Attest: [Signature] Secretary
(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 DuPage

I, Janice DiGioia, a Notary Public in and for said county, do hereby certify that
Domenico DiGioia

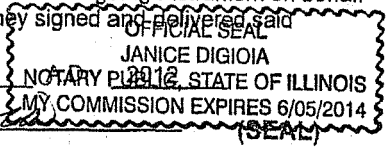
(Insert names of individuals signing on behalf or PRINCIPAL)

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 October

My commission expires 6/5/2014

[Signature]
Notary Public



SURETY

Employers Mutual Casualty Company
(Name of Surety)

By: [Signature]
William P. Maher (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Cook

I, Karen Dohn, a Notary Public in and for said county, do hereby certify that
William P. Maher

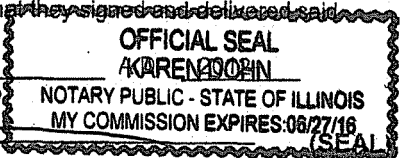
(Insert names of individuals signing on behalf or SURETY)

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 October

My commission expires 6/27/16

[Signature]
Notary Public



Approved this 25th day of October, A.D. 2012

Attest: [Signature]
John A. Cunningham, County Clerk

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



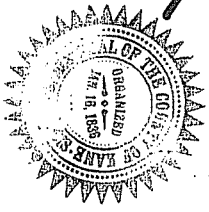
1. THIS AGREEMENT, made and concluded the 25th day of October, 2012 Month and Year between the County of Kane acting by and through its County Board known as the party of the first part, and Acura Inc. his/their executors, administrators, successors or assigns, known as the party of the second part.

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 #12-00423-00-SP 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 ACURA INC. By [Signature] President Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary

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

[Faint, illegible handwritten text]

[Handwritten signature]



**Illinois Department
of Transportation**

Contract Bond

Bond No. S417283

Route _____
County Kane
Local Agency Kane
Section #12-00423-00-SP

We, Acura Inc., 556 County Line Road, Bensenville, IL 60106

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

as PRINCIPAL, and Employers Mutual Casualty Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Forty Nine Thousand Four Hundred Fifty Two and 80/100

\$49,452.80 Dollars (\$49,452.80), 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 October A.D. 2012

PRINCIPAL

Acura, Inc.
(Company Name)
By: [Signature] President
(Signature & Title)
Attest: [Signature] Secretary
(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.)

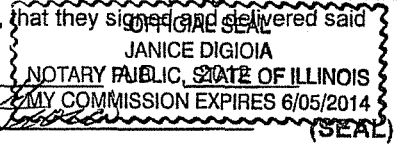
STATE OF ILLINOIS,
COUNTY OF DuPage

I, Janice DiGioia, a Notary Public in and for said county, do hereby certify that

Domenico DiGioia
(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 October



My commission expires 6/5/2014

SURETY

Employers Mutual Casualty Company
(Name of Surety)

By: [Signature]
William P. Maher (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Cook

(SEAL)

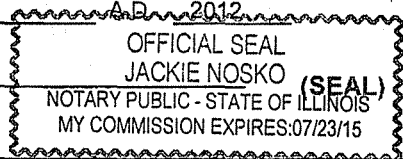
I, Jackie Nosko, a Notary Public in and for said county, do hereby certify that

William P. Maher

(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 October



My commission expires 7-23-15

[Signature]
Notary Public

Approved this 25th day of October, A.D. 2012

Attest: [Signature]
John A. Cunningham, County Clerk

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