

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

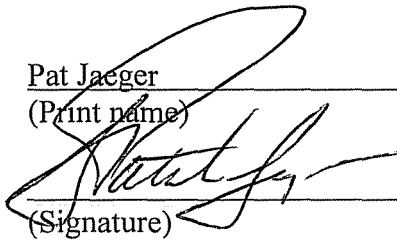
Name of Document: Contract / Contract Bond with Geneva Construction for

Batavia Twp. Section #12-02000-01-GM Resurfacing

Submitted by: Linda Haines

Date Submitted: July 5, 2012

Examined by: Pat Jaeger
(Print name)


(Signature)

July 6, 2012
(Date)

Post on Web: Yes No Atty. Initials 

Comments:

Chairman signed: Yes No August 14, 2012
(Date)

Document returned to: _____



1. THIS AGREEMENT, made and concluded the 14th day of August, 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

Geneva Construction Company 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. Article is understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 12-02000-01-GM

in Batavia Township, approved by the Department of Transportation of the

State of Illinois June 5, 2012 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 Kara McConaughy Party of the First Part

Chairman, County Board (If a Corporation)

Corporate Name GENEVA CONSTRUCTION CO.

By Cass W. Price, Vice President Party of the Second Part

(If a Co-Partnership)

Attest: Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Bond #09047500 Contract Bond

Route _____
County Kane
Local Agency Batavia
Section 12-02000-01-GM

We, Geneva Construction Company, P.O. Box 998, Aurora, IL 60507-0998

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

as PRINCIPAL, and Fidelity and Deposit Company of Maryland,

P.O. Box 1227, Baltimore, MD 21203

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One Hundred Seventy One Thousand One Hundred Eighty Three and 90/100

Dollars (\$171,183.90), 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 14th day of August A.D. 2012

PRINCIPAL

Geneva Construction Company
(Company Name)

By: Cass Price, Vice President
(Signature & Title)

Attest: Cathy May Treas
(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, Kane
COUNTY OF Kane

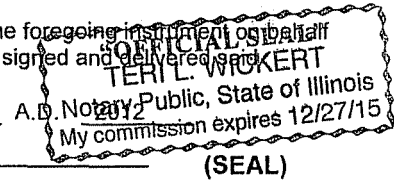
I, Jan Z. Wickett, a Notary Public in and for said county, do hereby certify that
Cass Price

(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 14th day of August A.D. 2012

My commission expires 12/27/15 Jan Z. Wickett
Notary Public



SURETY

Fidelity and Deposit Company of Maryland
(Name of Surety)

By: Brian V. Konen
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Kendall

(SEAL)

SIGN & DATE

I, Elizabeth A. Simpson, a Notary Public in and for said county, do hereby certify that

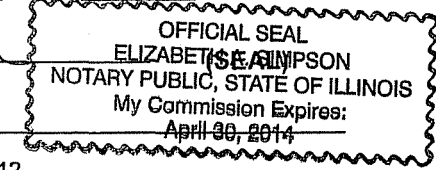
Brian V. Konen

(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 14th day of August A.D. 2012

My commission expires 4/30/2014 Elizabeth A. Simpson
Notary Public



Approved this 14th day of August, A.D. 2012

Attest: _____

John A. Cunningham, County Clerk

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

SEAL
←



1. THIS AGREEMENT, made and concluded the 14th day of August, 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 Geneva Construction Company 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.

SIGN

HERE

3. Also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 12-02000-01-GM in Batavia Township, approved by the Department of Transportation of the State of Illinois, June 5, 2012, 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 GENEVA CONSTRUCTION CO. By [Signature] CASS W. PRICE, VICE PRESIDENT 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