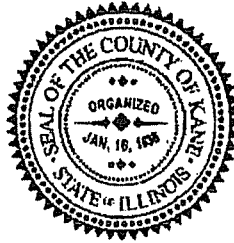


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Mill Creek SSA – Resurfacing of Bike Trial

Resolution No.: 13-155

Submitted by: Chris Rossman

Dept. Head Signature: [Signature]

Date Submitted: June 27, 2013

Dept. Head Sign-off Date: 7/17/13

Examined by:

Eric M. Goetze
(Print name)

[Signature]
(Signature)

7/30/13
(Date)

RECEIVED

JUL 19 2013

KANE COUNTY BOARD

Comments:

The Mill Creek Special Service Area requires this contractor to provide resurfacing of approximately 4.5 miles of bike path within the Mill Creek SSA. Bids were solicited through the Kane County Forest Preserve District. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-155.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution 13-155, Abstract of Bids, Agreement

Chairman signed: YES

NO

8/2/13
(Date)

Document returned to: Es Mora

(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 155

**AUTHORIZING CONTRACT FOR THE RESURFACING OF BIKE PATHS
WITHIN THE MILL CREEK SPECIAL SERVICE AREA**

WHEREAS, bids were solicited through the Forest Preserve District of Kane County (the District) and received on May 9th 2013 for resurfacing approximately .5 miles of bike path within the Mill Creek Special Service Area boundaries. Said bid was part of a larger bid for bike path resurfacing work being completed by the District; and

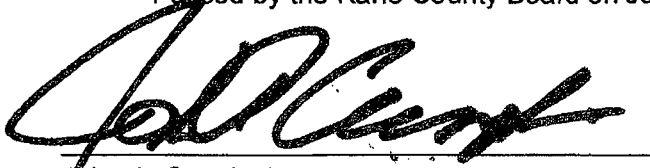
WHEREAS, Evans & Sons of West Chicago submitted the lowest responsible base bid at a total fee of \$33,084; and

WHEREAS, adequate funds have been budgeted and are available to complete this work. Mill Creek SSA staff and the Mill Creek Advisory Board recommend these repairs are completed.

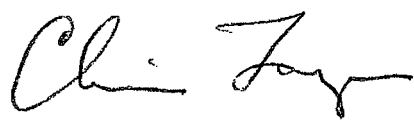
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract with Evans & Sons of West Chicago for the resurfacing of .5 mile of bike path within the boundaries of Mill Creek for a base price of Thirty Three Thousand and Eighty Four Dollars (\$33,084). Funding for said contract shall be paid from the Mill Creek Special Service Area Fund 520.690.730.52020.

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?
520.690.730.52020	Repairs and Maintenance-Roads	yes	yes	N/A

Passed by the Kane County Board on June 11, 2013.



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



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes 24
No 0
Voice 0
Abstentions 0

ABSTRACT OF BIDS

BID NO.: SB-FP-33-12/13

Opening Date: May 9, 2013 @ 2:00 pm

Article or Services: Resurfacing Approximately 4.5 Miles of Bike Trail

Sent to 18 vendors Responding

Bidders Name	Schroeder Asphalt	Prime Construction	Chicagoland Paving	Evans & Sons	A Lamp Concrete
Address	Huntley, IL	Hampshire, IL	Lake Zurich, IL	West Chicago, IL	Schaumburg, IL
Bid Item/ Description	Resurfacing Bike Trail	Resurfacing Bike Trail	Resurfacing Bike Trail	Resurfacing Bike Trail	Resurfacing Bike Trail
Base Bid	\$652,860.00	\$346,247.00	\$319,900.00	\$297,570.00	\$409,172.50
Option A Excavate/Install	\$65.00	\$20.00	\$49.00	\$40.00	\$50.00 / cy
Option B FA-21	#36,810.00	\$9,000.00	\$16,900.00	\$2,726.00	\$15,980.00
Warranty	1 year	1 year	1 year	1 year	1 year
Option D Mill Creek	\$46,840.00	\$34,500.00	\$34,900.00	\$33,084.00	\$59,155.00
CA -6 per ton	\$16.10		\$25.00	\$13.00	\$25.00
Excavate/Install	\$65.00 / cy		\$39.00 / cy	\$40.00 / cy	\$50.00 / cy
Completion	70 days	60 days	60 days	35 days	90 days
Pre Bid	Yes	Yes	Yes	Yes	Yes
Addendum 1, 2	Yes	Yes	Yes	Yes	Yes

I certify that I have opened, read and recorded herein all bids received in response to the invitation.

Ken Stanish Director Finance

CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is entered into this 1 day of July 2013, between Kane County, 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter referred to as "County"), a body corporate and politic existing under the laws of the State of Illinois and unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Evans and Sons Blacktop, Inc. (hereinafter referred to as "Contractor"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

WITNESSETH, THAT WHEREAS, the County intends to contract for Mill Creek Bilk Path Resurfacing (hereinafter referred to as the "Project"), utilizing the services of the above mentioned Contractor in accordance with the Terms & Conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1 - SERVICES OF CONTRACTOR

1.1 GENERAL

The Contractor shall:

1.1.1. Perform professional services in connection with the Project as outlined in the "Bid Specifications" attached as Exhibit 1, and as hereinafter stated.

1.1.2. Designate in writing a person to act as its Project Manager with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Contractor's policies and decisions with respect to the work covered by this Agreement.

SECTION 2 - PERIOD OF SERVICE

2.0. The work under this Agreement shall be completed by August 31, 2013.

SECTION 3 - PAYMENT FOR SERVICES AND REIMBURSEMENTS

3.1. The County shall make payments to the Contractor after the invoices submitted by the Contractor are approved by the County. Reimbursements shall be made by the County as provided in Exhibit 1.

SECTION 4 - GENERAL CONDITIONS

4.1. TERMINATION

This Agreement may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their

obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

4.1.1. If this Agreement is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date as provided in Section 5, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

4.1.2. In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and Contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

4.1.3. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or Contractors, directly or indirectly in connection with the Project, all as provided in Exhibit 1 hereto.

5.1. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the County before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the County. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left".

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(A) **Commercial General Liability:**

i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000
Products/Completed Aggregate	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Personal Injury	\$ 1,000,000

iii. Coverage is to be written on an "occurrence" basis.

iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

- v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this Agreement.

(B) Worker's Compensation:

- i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each of its Subcontractors similarly to provide Worker's Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each its Subcontractors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:
Combined Single Limit \$ 1,000,000

(D) Umbrella:

- i. Limits:
Each Occurrence/Aggregate \$ 2,000,000

(E) The County of Kane shall be named as additional insured on all insurance policies except Workmen's Compensation and Professional Liability.

The Contractor understands and agrees that, except as to professional liability, any performance bond or insurance protection required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County as herein provided.

6.1. INDEMNIFICATION

6.1.1. The Contractor shall indemnify and hold harmless the County, its officers or employees from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement because of any negligent act or omission, neglect, or misconduct of the Contractor, its employees and agents, or any of its subcontractors in the performance of this contract. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided

6.1.2. The Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy construction as a result of any negligent act or omission, neglect, or misconduct in the performance of its work and shall indemnify and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. Acceptance of the work will not relieve the Contractor of the responsibility for

subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

6.1.3. The Contractor shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the County resulting from such delay, caused by any errors, omissions and/or negligent acts of the County or its agents, or by changes ordered in the work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the Contractor's control. In the event of such delay, the Contractor will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

6.1.4. The Contractor shall not be responsible for any damages which may occur as a result of any modifications made to the plans of the Contractor by others without the Contractor's knowledge, or for damages which may occur because of the improper or negligent acts of third parties.

6.1.5. The County will release and hold harmless the Contractor for delays or losses experienced by the County or others which result from the discovery of concealed conditions which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services will be considered additional under section 2 of this Agreement.

6.2. FORCE MAJEURE

Neither the Contractor nor the County shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

6.3. STANDARD OF CARE

The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the County. The County shall base its determination of the Contractor's fulfillment of the scope of work in accordance with accepted professional engineering standards.

6.4. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.5. ENTIRE AGREEMENT

This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

6.6. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

6.7. NOTICE

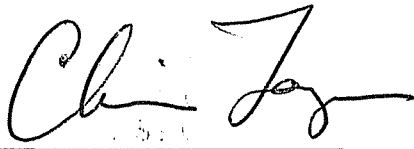
Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service to:

John Lockbaum
Mill Creek SSA Program Manager
County of Kane
719 S. Batavia Avenue
Geneva, IL 60134


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their
duly authorized representatives on the day and date first written above.

COUNTY OF KANE

EVANS and SONS BLACKTOP, INC.

By: 

Christopher J. Lauzen
Chairman, Kane County Board
Kane County

By: 

[Name] HOWARD JONES
[Title] VICE PRESIDENT



BID FORM PART I

~~Or bid for the resurfacing approximately 4 miles bike is:~~

~~BASE BID - \$ 297,570~~

~~OPTION A~~

~~Excavating & Installation \$ 40 per cubic yard~~

~~OPTION B - Install Limestone Shoulder~~

~~Install FA-21 on shoulder of trail from Brown Road to Hansen Road
\$ add 2,786~~

~~Warranty/Guarantee 1 year~~

OPTION D- Mill Creek Bike Path (to be paid by Kane County not the Forest Preserve District)

\$ 33,084

CA-6 cost \$ 13 per ton

Excavating & Installation \$ 40 per cubic yard

Project can be completed within 35 calendar days from the date award.

Attendance at Pre-Bid Meeting Yes No

Bidder acknowledges receipt of the following addendums:

- 1.
- 2.
- 3.

Signed: 

Typed Signature: Howard Jones

Company: Evans and Son Blacktop, Inc

Address: 30775 Lewis rd

West Chicago, IL 60185

Phone No.: 630-377-6110



Cell No.: 630-514-3672

Email: Howard @ Blacktopbiz

Fax No.: 620-377-4040

Date: 5-9-13

Fed. I.D. or Soc. Sec. No.: 36-2965190



Specifications

SPECIFICATIONS FOR: Resurfacing approximately four (4.5) miles of bike trail.

Site locations: Various Sections of trail including:

Scope of Project: Pulverize and recycle in place the existing asphalt trail, level and compact all recycled and newly added aggregate and pave trail approximately 8' x 23,917'.

Exhibits / Plans / Drawings

- Exhibit "A": Gunner Anderson Forest Preserve (approx. 8' x 1900')
719 S. Batavia Ave. (Rt. 31), Geneva, IL. 60134
- Exhibit "B1" Fabyan Forest Preserve (approx. 8' x 480')
1925 Batavia Ave. (Rt.31), Geneva, IL. 60134
- Exhibit "B2" Fabyan Forest Preserve (approx 8' x 676')
1500 Crissey Ave. (Rt. 25), Geneva, IL. 60134
- Exhibit "C": Les Arends Forest Preserve (approx. 8' x 2140', 6' x 410, 5' x 65', plus
800 sq. ft.)
2S731 Lincoln Way (Rt. 31) Batavia, IL. 60151
- Exhibit "D1", "D2" & "D3": Great Western Trail (approx. 8' x 16,520')
Brown Rd. To Wasco Rd.
- Exhibit "E": Geneva Prairie Path (approx. 8' x 1726')
East of Route 25 to 7th Ave. Geneva, IL, 60134
- Exhibit "F" Sunny Turf Seed Mix
- Exhibit "G" Cross section of final paving
- Exhibit "H" Mill Creek Bike Path Resurfacing along Armstrong and Brundige Drives,
Geneva, Illinois 60134

CONSTRUCTION PHASES -

1. Install temporary traffic control barriers and signs at entrance road and on trail so as to prevent any traffic from entering construction site.
2. In areas where asphalt paving is to be removed abutting existing paving, saw cut a clean edge on paving to remain.

Recycle existing and pave asphalt trail Exhibits "A", "B1", "B2", "C", "E".

3. Pulverize and install new asphalt trail 8' wide and approximately 7,397' long.
 - a. Pulverize in place existing asphalt trail. Contractor to verify depth of asphalt. Any asphalt that cannot be pulverized must be excavated and hauled off and disposed of properly and legally off site. No outside grindings will be allowed to be brought on site to supplement base materials.

- b. Level, finish grade and compact to minimum depth of 8" (after compaction) recycled gravel base. Any recycled or added gravel base material will be placed in layers not to exceed 4" in thickness and then compacted.
- c. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.
- d. All bituminous concrete will be laid in place and compacted at a temperature between 250° - 350° Fahrenheit.

Recycle existing and pave asphalt trail Exhibits "D1", "D2", "D3".

- 4. Pulverize and install new asphalt trail 8' wide approximately 16,520' long.
 - a. Pulverize in place existing asphalt trail. Contractor to verify depth of asphalt. Any asphalt that cannot be pulverized must be excavated and hauled off and disposed of properly and legally off site. No outside grindings will be allowed to be brought on site to supplement base materials.
 - b. Level, finish grade trail 14' wide and compact to minimum depth of 8" (after compaction) recycled gravel base. Any recycled or added gravel base material will be placed in layers not to exceed 4" in thickness and then compacted.
 - c. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.
 - d. All bituminous concrete will be laid in place and compacted at a temperature between 250° - 350° Fahrenheit.
 - e. install limestone FA-21 to a thickness to 4" compacted on the south side of the asphalted trail

Backfill and seed

- 5. Backfill the shoulders and disturbed areas of all paved sections with pulverized topsoil so as to provide a smooth transition into the surrounding grade with a slope no greater than 3:1. All areas will have proper grade for water control and drainage. Apply proper seed mix (see attached Exhibit "G") to all disturbed areas and install straw erosion control blanket to seeded areas. If seeding cannot be completed by June 15, 2013, seed will then need to be applied after September 10, 2013 to ensure the highest possible germination rate.

OPTION A- ADDITIONAL GRAVEL

- 1. Should the asphalt grindings be unacceptable to use for the base, the provision and installation of additional CA-6 per ton will be required. Contractor will work with project director to confirm necessary CA-6. The District will supply additional CA-6. The contractor will be responsible for the excavating and properly disposing of the unacceptable base material, then install and compacting the additional CA-6.

All dimensions and quantities are approximate. It is the Contractor's responsibility to field verify all areas, quantities and grades. The Contractor is also responsible to adequately protect

his work and provide protection to the public during construction. All construction debris and trash will be disposed of legally and properly off site. The Contractor will be responsible for leaving the site clean and for repairing any damage to existing turf, trees/shrubs, paved areas and site structures/amenities.

OPTION B – INSTALL LIMESTONE SHOULDER

1. Install FA-21 along the south shoulder of the Great Western Trail from Brown Road to Hansen Road for a distance of 11,980' X 3' wide on the south side of trail.

OPTION C – PULVERIZE AND RECYCLE 240' LOCATED ON THE ISLAND AT FABYANS FOREST PRESERVE

Pulverize and install new asphalt trail 8' wide and approximately 240' long.

- a. Pulverize in place existing asphalt trail. Contractor to verify depth of asphalt. Any asphalt that cannot be pulverized must be excavated and hauled off and disposed of properly and legally off site. No outside grindings will be allowed to be brought on site to supplement base materials.
- b. Level, finish grade and compact to minimum depth of 8" (after compaction) recycled gravel base. Any recycled or added gravel base material will be placed in layers not to exceed 4" in thickness and then compacted.
- c. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.
- d. All bituminous concrete will be laid in place and compacted at a temperature between 250° - 350° Fahrenheit.

OPTION D – REMOVE AND INSTALL NEW ASPHALT 8 FEET WIDE BY APPROXIMATELY 2,540 LINEAR FEET LONG WITHIN THE MILL CREEK SUBDIVISION – THIS OPTION TO BE PAID BY KANE COUNTY NOT THE FOREST PRESERVE DISTRICT

Remove and install new asphalt trail 8' wide and approximately 2,540' long.

- a. Remove existing asphalt trail and dispose of properly.
- b. Level, finish grade and compact gravel base.
- c. Install bituminous concrete surface course 2" thick (after compaction), Superpave, Mix C, N50, roll and compact.
- d. All bituminous concrete will be laid in place and compacted at a temperature between 250° - 350° Fahrenheit.

Project Completion Date: August 31, 2013.

Exhibit "F"

Sunny Turf Seed Mix

33% Timothy Grass

33% Orchard Grass

33% Kentucky Blue Grass

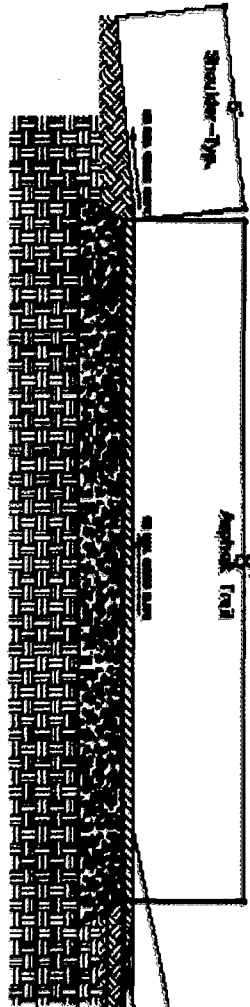


Exhibit "G"

○ RECYCLED ASPHALT TRAIL DETAIL

NOT TO SCALE

NOTE: EACH LAYER OF PAVED SURFACING SHALL BE LAPPED AND THE PAV. COURSE COMPACTED TO SET. CONCRETE
FILL BRICK OR ASPHALT FINISHER SHALL HAVE FINISH SURFACE WITH A MINIMUM CROSS SLOPE OF 2%.



Shoulder - 1/4"

Asphalt (1/2")

1.5" COMPACTED GRANULAR SUBGRADE

1.5" COMPACTED GRANULAR SUBGRADE

1" COMPACTED GRANULAR SUBGRADE

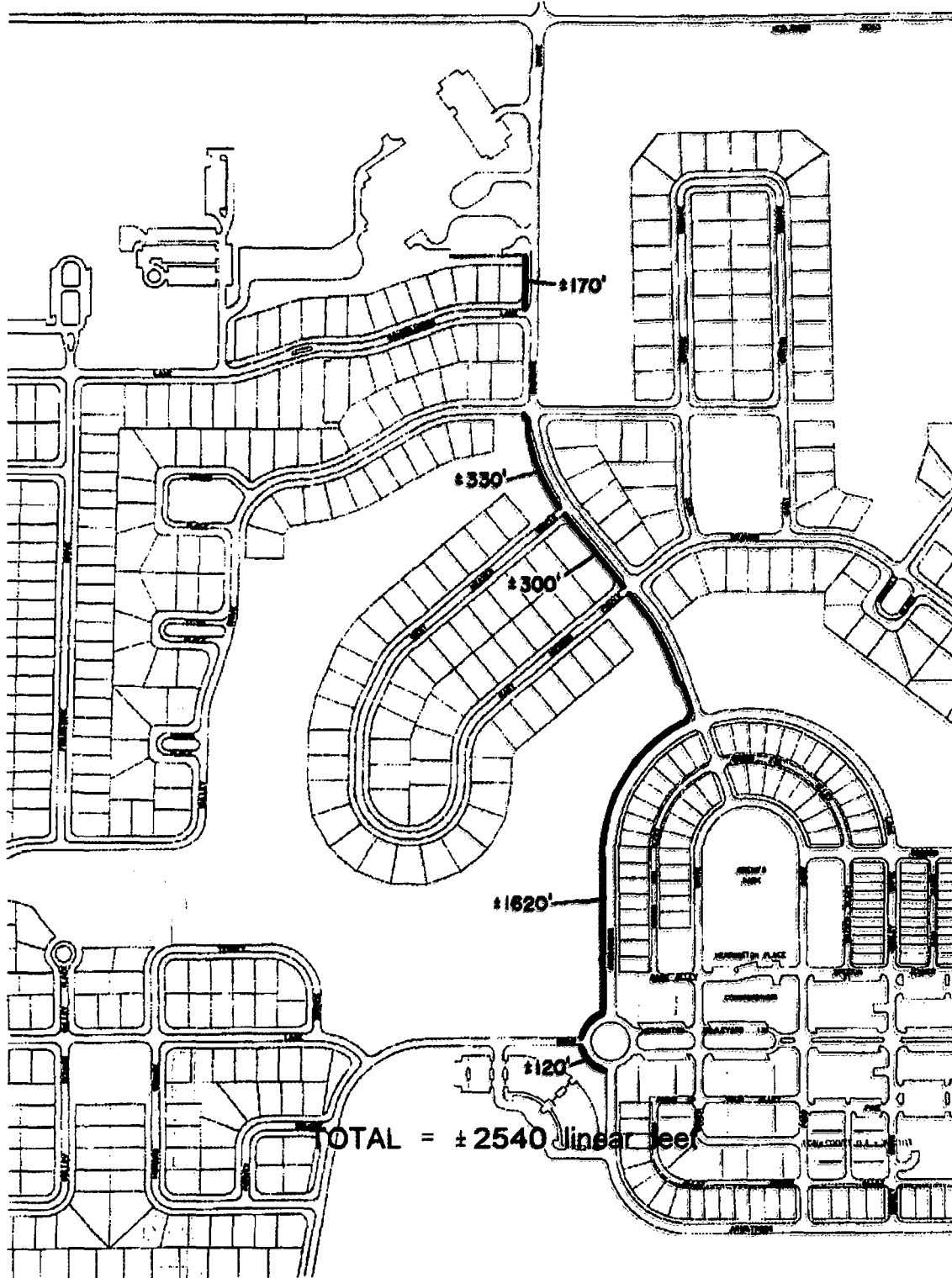
1" COMPACTED GRANULAR SUBGRADE

NOTE: THE PAV. COURSE COMPACTED AND MATERIAL SHALL
BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE
CONSTRUCTION OF THE PAVED SURFACING.

3-18-10

Exhibit "H"

MILL CREEK BIKE PATH RESURFACING PROJECT





HOME OFFICE OR BRANCH SERVICE OFFICE — DES MOINES, IOWA

- Employers Mutual Casualty Company
- EMCASCO Insurance Company
- Union Insurance Company of Providence
- Hamilton Mutual Insurance Company
- Dakota Fire Insurance Company
- Illinois EMCASCO Insurance Company
- EMC Property & Casualty Company

ENDORSEMENT RIDER

ATTACHED TO AND FORMING PART OF BOND OR POLICY NO. S42-35-51	DATE ENDORSEMENT OR RIDER EXECUTED June 18, 2013	EFFECTIVE DATE OF ENDORSEMENT OR RIDER June 18, 2013
--	--	--

Obligee: Forest Preserve District of Kane County

Principal: Evans & Son Blacktop, Inc.

It is hereby agreed that the words:

“ Forest Preserve District of Kane County”

are hereby deleted,

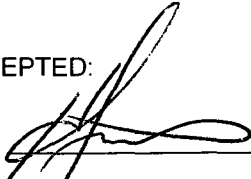
And the words;

“ Forest Preserve District of Kane County and Kane County”

are hereby substituted therefore;

Provided that, no amount carried under the Bond during any period shall be cumulative with the amount or amounts carried under the Bond during any other period or periods.

ACCEPTED:

By:  _____
Principal

By: _____
Obligee

By:  _____
Jaclyn Kopecky Attorney-in-Fact

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: NANCY MARKL, MARY BOWMAN, RANDY MARGISON, TODD SILVER, JACLYN KOPECKY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

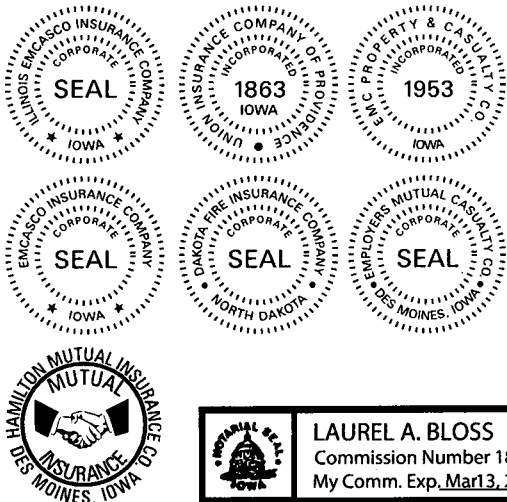
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of JUNE, 2013.

Seals



Bruce G. Kelley

 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel

 Michael Freel
 Assistant Vice President/
 Assistant Secretary

On this 19th day of JUNE AD 2013 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
 My Commission Expires March 13, 2014.

Laurel A Bloss

 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JUNE 19, 2013 on behalf of:
 NANCY MARKL, MARY BOWMAN, RANDY MARGISON, TODD SILVER, JACLYN KOPECKY

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18 day of June, 2013.

J D Clough

 Vice President

MULTIPLE OBLIGEE RIDER

This Rider is attached to and made a part of Bond No. S42-35-51 (the "Bond")
dated 06/18/13 issued by Employers Mutual Casualty Company
As "Surety", on behalf of Evans & Son Blacktop, Inc.

_____ as "Principal" and in
favor of Forest Preserve District of Kane County as "Obligee".

For the construction of Resurfacing approximately 4.5 miles of bike trail and the
installation of FA-21 on the shoulder of trail from Brown to Hansen Road
and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration,
receipt of which is hereby acknowledged, the undersigned agree that the said Bond shall be, and
is amended as follows:

1. The following parties are added to the Bond as Obligee:
Kane County

2. There shall be no liability under this Bond to the Obligees, or any of them, unless the
Obligees or any of them, shall make payments to the Principal (or to the Surety in
case it arranged for the completion of the contract upon default of the Principal) in
accordance with the terms of said contract as to payments, and shall perform all of
the other obligations to be performed under said contract at time and in the manner
herein set forth.
3. Principal and Surety shall not be liable to all Obligees and any third party
beneficiaries as their interests may appear in the aggregate in excess of the penal sum
of this bond.

Nothing herein contained shall be held to change, alter or vary the terms of the above described
Bond except as hereinbefore set forth.

Signed, sealed and dated the 18th day of June, 2013

Evans & Son Blacktop, Inc.
Principal
By _____
Name Howard Jones
Its Vice President

Employers Mutual Casualty Company
Surety
By Jaclyn Kopecky
Name Jaclyn Kopecky
Its Attorney in Fact

EMC Insurance Companies® No. A46867

P.O. Box 712 • Des Moines, IA 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: NANCY MARKL, MARY BOWMAN, RANDY MARGISON, TODD SILVER, JACLYN KOPECKY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

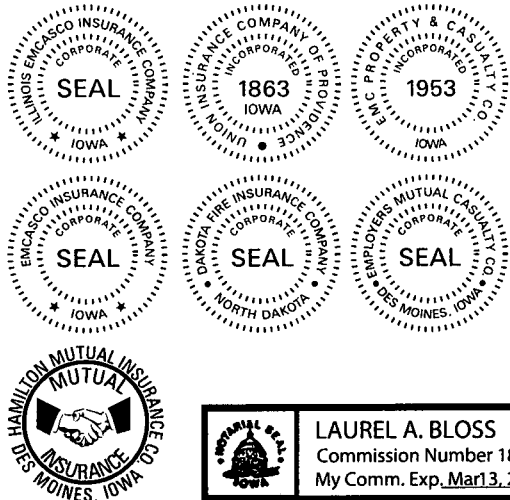
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of JUNE, 2013.

Seals



Bruce G. Kelley
 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7

Michael Freel
 Michael Freel
 Assistant Vice President/
 Assistant Secretary

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 My Commission Expires March 13, 2014.

Laurel A. Bloss
 Notary Public in and for the State of Iowa

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are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18 day of June, 2013.

J. D. Clough
 Vice President



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CH

DATE (MM/DD/YYYY)

06/27/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver	847-367-2633 847-367-2636	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EVANS-1	FAX (A/C, No):
	INSURED Evans & Son Blacktop, Inc. 3 N 775 Powis Rd. West Chicago, IL 60185-1044		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Company NAIC # 21415 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		4D6-28-12-13	10/16/12	10/16/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	CONTRACTUAL PER FORM						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY	X		4E6-28-12-13	10/16/12	10/16/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS	\$						
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4J6-28-12-13	10/16/12	10/16/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
<input checked="" type="checkbox"/> RETENTION \$ 10,000	\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		4H6-28-12-13	10/16/12	10/16/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> Y/N						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ADDL INSDS ARE ADDED TO THE GL & AUTO POLICY PER ATTACHED FORMS CG7174.3 AND CA7270 W/RESPECT TO WORK PRFMD BY THE NAMED INSD AS REQUIRED BY SIGNED WRITTEN CONTRACT: KANE COUNTY. UMBRELLA FOLLOWS FORM.

CERTIFICATE HOLDER KANECOUCO KANE COUNTY PURCHASING DEPARTMENT 719 SOUTH BATAVIA AVENUE GENEVA, IL 60134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Todd Silver</i>
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