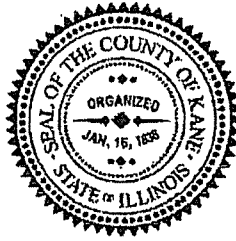


COUNTY OF KANE

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: Demolition and Removal of Sheriff's Office (Post 1) Resolution No.: 13-243

Submitted by: Chris Rossman

Dept. Head Signature: _____

Date Submitted: August 22, 2013

Dept. Head Sign-off Date: _____

Examined by: _____

Joseph Lulus
(Print name)

(Signature)

8-29-13
(Date)

RECEIVED

AUG 29 2013

KANE COUNTY BOARD

Post on the Web: YES ☒ NO ☐ Any Initials: ☒

Comments:

The Department of Facilities, Development & Environmental Resources requires this contract for the complete demolition and removal of the Sheriff's Office (Post 1), located at 777 Fabian Parkway, Geneva, IL. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-243.

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

Attachments: Resolution 13-238, Purchasing Synopsis, and Offer to Contract.

Chairman signed: YES ☒ NO ☐

(Date)

8/30/2013

Document returned to: _____

(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 243

**AUTHORIZING THE DEMOLITION AND REMOVAL OF THE
FABYAN PROPERTY SHERIFF'S OFFICE**

WHEREAS, bids have been solicited and received for the demolition of Kane County former Sheriff's Office (commonly referred to as Post 1), located at 777 Fabyan Parkway Geneva IL; and

WHEREAS, American Demolition Corporation was the lowest responsible bidder at a cost of One Hundred Two Thousand Five Hundred Dollars (\$102,500.00) for said demolition and removal as per bid specifications, plus a 15% Kane County owners contingency of Fifteen Thousand, Three Hundred and Seventy-five Dollars (\$15,375.00), for a total not to exceed cost of One Hundred and Seventeen Thousand, Eight Hundred Seventy-five Dollars (\$117,875.00); and

WHEREAS, funds were not budgeted for this project in Fiscal Year 2013, but adequate funds are available in the enterprise surcharge fund, fund number 650-670-670. Expenditures from this fund are restricted under state statute to environmental related purposes, including but not limited to an "environment - related public works projects" of which this project falls under. Approval of this resolution authorizes a budget amendment to fund this project.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Board is authorized to enter into a contract with American Demolition Corporation for the demolition and removal of the Kane County Fabyan Property Sheriff's Office facility at a total cost not to exceed One Hundred Seventeen Thousand Eight Hundred and Seventy-Five Dollars (\$117,875.00). Funds to be paid from the Enterprise Surcharge Fund 650-670-670-, line 50150, contractual services.

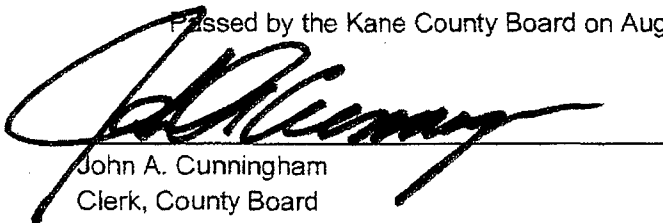
BE IT FURTHER RESOLVED that the Fiscal Year 2013 Budget is amended as follows to fund the demolition of Fabyan Property Sheriff's Office.

650-670-670-39900 Cash On Hand (\$117,875.00)

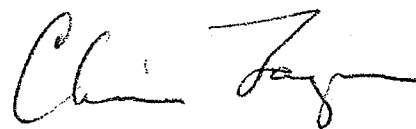
650-670-670-Contractual Services (\$117,875.00)

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?
650-670-670	Contractual Services	n/a	No	Cash Reserve

Passed by the Kane County Board on August 13, 2013.



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



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

Vote:

Yes 23
No 0
Voice 0
Abstentions 0
8Bdgt-SheriffDemo

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



July 3, 2013

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management
Procurement Name:	20-013 Building Demo
Recommended Vendor:	American Demolition

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and the Chronicle

Advertising Date:	June 7, 2013	Notices sent/Plan Holders: 36/12
Bid Due Date:	June 28, 2013	Bids Received: 3

PURPOSE

The County of Kane is accepting and is seeking to retain the services of a qualified and licensed Contractor for the demolition of the existing old Sherriff's Office building, located at 777 Fabyan Parkway in Geneva, IL, for the Kane County Building Management Department. This project will begin in the fall of 2013.

PROPOSAL TABULATION

This solicitation was done as a Reverse Auction. This bid was held on-line in real time, with every bidder able to see what the lowest current bid was and then deciding to enter a lower cost or not. We had bids from three different bidders starting at \$300,000 ending at \$102,500. We also allowed "paper type" sealed bids, but did not receive any.

Vendor Name	City & State	Low Bid Price
American Demolition Corporation	Elgin, IL	\$102,500.00
Alpine Demolition Services, LLC	Batavia, IL	\$105,000.00
Denovo Constructors	Batavia, IL	\$112,000.00

The engineers estimated amount was \$100,000.

Staff recommends awarding this contract to American Demolition of Elgin, IL pending Kane County Building Managements approval.

Submitted By:
Tim Keovongsak
Buyer

**KANE COUNTY
OFFER TO CONTRACT FORM
For
20-013 Building Demolition**

Reverse Auction Date & Time: 2 p.m., June 28, 2013

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A
719 S. Batavia Ave.
Geneva, IL 60134

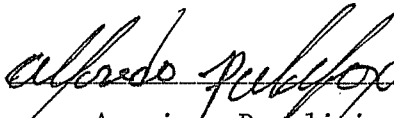
The following offer will be made to the County of Kane, Illinois, hereafter called the Owner.
Submitted By: American Demolition Corporation

- I. The undersigned Contractor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Contractor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 1. The Contractor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a notarized document listing all cumulative campaign contributions made within the past twelve months, to any current or countywide elected officer, and ownership interest in entity greater than five percent.
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting your Offer, the Contractor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work pages 1-5), and the following addenda:
No. N/A, No. _____, No. _____, (Contractor to acknowledge addenda here).
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner, and furnish a Performance Bond in accordance with the Instructions to Bidders.
 - D. Work will be accomplished in accordance with the Contract Document.

III. Bid Pricing:

Final bid pricing determined by the Reverse Auction process through Public Purchases website.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

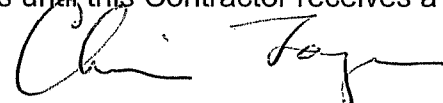
Signature  Typed Signature Alfredo Palafox
Company American Demolition Corporation
Address 305 Ramona Avenue
City/State/Zip Elgin, IL 60120
Phone # 847-608-0010 Fax # 847-608-0060
Cell Phone # 847-456-1279
Federal I.D./Social Security # 39-1658166 Date 6-17-13

ACCEPTANCE

The Offer is hereby accepted for: Old Sheriff's Post 1 building demolition.

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **20-013**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.


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

8-30-13
Date

SEE ATTACHED LABOR & Operator RATES
Supplemental Labor Pricing Form:

(This form needs to be submitted by June 24, 2013)

SUPPLEMENTAL LABOR PRICES: List information below for any other trades that may be used during the course of this contract. These prices will not be used for the bid amount scenario; however, Contractor must declare all labor rates they intend to charge the County for any additional work performed.

TRADE	DAYS	RATE		TRADE	DAYS	RATE	
CARPENTER	M-F		/HOUR	LABORER	M-F		/HOUR
	M-F>8		/HOUR		M-F>8		/HOUR
	OSA		/HOUR		OSA		/HOUR
	OSH		/HOUR		OSH		/HOUR
SHEET METAL WORKER	M-F		/HOUR	ASBESTOS REMOVAL	M-F		/HOUR
	M-F>8		/HOUR		M-F>8		/HOUR
	OSA		/HOUR		OSA		/HOUR
	OSH		/HOUR		OSH		/HOUR
PLUMBER	M-F		/HOUR	ELECTRICAL	M-F		/HOUR
	M-F>8		/HOUR		M-F>8		/HOUR
	OSA		/HOUR		OSA		/HOUR
	OSH		/HOUR		OSH		/HOUR

Glossary

M-F Regular 40 hour week rate
M-F > 8 Overtime rate for normal work week
OSA Overtime rate for Saturday work
OSH Overtime rate for Sunday and Holiday Work

JUNE 13

HOURLY LABORER RATES									
PERFORMING CONTRACTOR		American Demolition Corporation				DATE		6/1/2013	
PROJECT						OWNER JOB NO.			
		SITE LOC.				A/E JOB NO.			
LOCAL UNION NO.		225		TELEPHONE		(847)608-0010		N.M.A.(YES/NO)	
CRAFT/TRADE		Laborer		CLASSIFICATION				O.C.I.P.(YES/NO)	
WORKERS COMP CLASS CODE				5022		DATE WAGE EXP.		5/31/2014	
						STRAIGHT		1 1/2	
						TIME		TIME	
(A) TAXABLE BASE RATE						\$37.00		\$55.50	
TAXABLE FRINGES						\$0.00			
VACATION/HOLIDAY									
UNION DUES						0.00%			
IAF/SAFETY									
TRAINING FUND									
(B) TOTAL TAXABLE FRINGED						\$0.00		\$0.00	
(C) TOTAL TAXABLE WAGE (A+B)						\$37.00		\$55.50	
NON-TAXABLE FRINGES									
HEALTH & WELFARE						\$13.38 /HR			
PENSION						\$9.52 /HR			
OTHER (LDCMC / LECET)						\$0.69 /HR			
(D) TOTAL NON-TAXABLE FRINGES						\$23.59		\$23.59	
(E) TOTAL TRADE AGREEMENT RATE (C+D)						\$60.59		\$79.09	
PAYROLL TAXES & WORKERS COMP									
F.I.C.A.						7.65%		\$2.83	
F.U.T.A						1.10%		\$0.41	
S.U.T.A.						9.45%		\$3.50	
SPECIAL (SPECIFY)						0.00%		\$0.00	
SUBTOTAL						18.20%		\$6.73	
ADDER									
WORKERS COMP						32.84%		\$12.15	
(F) TOTAL						51.04%		\$18.88	
OVERHEAD & PROFIT									
(INCLUDES GENERAL LIABILITY INSURANCE)									
(G) 15.00%								\$11.92	
TOTAL - HOURLY FIELD LABOR RATE (E+F+G)						\$91.40		\$121.48	
TIME & 1/2 FOR OVER 8 HRS/DAY									
DOUBLE TIME FOR OVER 10.5 HRS/DAY									
SAT/SUN DOUBLE TIME FOR OVER 8 HRS									

HOURLY OPERATOR RATES									
PERFORMING CONTRACTOR			American Demolition Corporation				DATE		6/1/2012
PROJECT							OWNER JOB NO.		
LOCAL UNION NO.			150	SITE LOC.		A/E JOB NO.			
CRAFT/TRADE			Operator	TELEPHONE		(847)608-0010	N.M.A.(YES/NO)		
WORKERS COMP CLASS CODE			5022	CLASSIFICATION		1	O.C.I.P.(YES/NO)		
				DATE WAGE EXP.		5/31/2013			
						STRAIGHT	1 1/2	DOUBLE	
						TIME	TIME	TIME	
(A) TAXABLE BASE RATE						\$42.75	\$64.13	\$85.50	
TAXABLE FRINGES									
VACATION/HOLIDAY						\$0.00 /HR	\$0.00	\$0.00	\$0.00
UNION DUES						/HR	\$0.00	\$0.00	\$0.00
OTHER (SPECIFY)						/HR			
OTHER (SPECIFY)						/HR			
(B) TOTAL TAXABLE FRINGED						\$0.00	\$0.00	\$0.00	
(C) TOTAL TAXABLE WAGE (A+B)						\$42.75	\$64.13	\$85.50	
NON-TAXABLE FRINGES									
HEALTH & WELFARE						\$13.45 /HR			
PENSION						\$9.55 /HR			
ALL OTHERS						\$4.88 /HR			
(D) TOTAL NON-TAXABLE FRINGES						\$27.88	\$27.88	\$27.88	
(E) TOTAL TRADE AGREEMENT RATE (C+D)						\$70.63	\$92.01	\$113.38	
PAYROLL TAXES & WORKERS COMP									
F.I.C.A.						7.65%	\$3.27		
F.U.T.A.						1.10%	\$0.47		
S.U.T.A.						9.45%	\$4.04		
SPECIAL (SPECIFY)						0.00%	\$0.00		
SUBTOTAL						18.20%	\$7.78	\$7.78	\$11.67
ADDER									
WORKERS COMP						32.84%	\$14.04	\$14.04	\$28.08
(F) TOTAL						51.04%	\$21.82	\$25.71	\$43.64
OVERHEAD & PROFIT									
(INCLUDES GENERAL LIABILITY INSURANCE)									
(G) 15.00%							\$13.87	\$17.66	\$23.55
TOTAL - HOURLY FIELD LABOR RATE (E+F+G)							\$106.32	\$135.37	\$180.57

INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
- Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.
21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment.

We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80)

State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after

January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits	\$5,000,000
------------------	-------------

The addition of explosion, collapse and underground (XCU) coverage is required by the County in the General Liability Section of your Certificate of Insurance.

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. **EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. **FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
 - (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

- (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

ILLINOIS DEPARTMENT OF LABOR
Division of Conciliation & Mediation
PREVAILING WAGES FOR KANE COUNTY
EFFECTIVE 06/01/13

These prevailing wages shall be included in the contracts and their advertised specifications to which any public body, as defined in section 2 of the Prevailing Wage Act (Il. Rev. Stat. 1987, Ch. 48, par. 39s-1), is a party, for the construction, reconstruction, maintenance and/or repair of public buildings or public works within the State of Illinois which requires or involves the employment of laborers, workers, and mechanics, and owner/operators. Minimum wages, overtime rate and fringe benefits certified herein shall be paid. This scale of prevailing wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work.

Kane County Prevailing Wage for June 2013

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
CEMENT MASON		ALL		41.550	43.550	2.0	1.5	2.0	9.500	13.76	0.000	0.500
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH	N	BLD		35.770	37.870	1.5	1.5	2.0	12.07	9.370	0.000	0.450
COMMUNICATION TECH	S	BLD		36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000	1.090
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN	N	ALL		43.080	47.380	1.5	1.5	2.0	12.06	11.41	0.000	0.540
ELECTRICIAN	S	BLD		43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000	1.310
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE BRECATOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	12.97	9.930	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	12.97	9.930	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
OPERATING ENGINEER		BLD 1		46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 2		44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 3		42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 4		40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 5		49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 6		47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 7		49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 2		43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 3		41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 4		40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 5		39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 6		47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 7		45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.09	0.000	1.710
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.09	0.000	1.710
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		42.510	44.510	1.5	1.5	2.0	10.04	12.01	0.000	0.780

SIGN HANGER	BLD	26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

In all agreements or contracts for public works with the County of Kane, the individual contractors shall assume the risk of any change in the prevailing rate of wages promulgated by the Illinois Department of Labor.

PREVAILING WAGE ACT AMENDMENT:

HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

STATEMENT OF WORK

For

Building Demolition Project

OVERVIEW:

The County of Kane is seeking to retain the services of a qualified and licensed Contractor, for the demolition of an existing Kane County building, located at 777 Fabyan Parkway in Geneva, IL, for the Kane County Building Management Department.

All bidders are required to submit a completed AIA Document A305, Bid Deposit and associated reference information requested therein before June 24, 2013. Failure to submit this documentation may preclude you from the on-line bidding process.

I. REVERSE AUCTION PROCESS:

This will be an On-Line Reverse Auction, each Contractor may place bids on-line in real time, as many times that they choose. Only Contractors that are Pre-qualified will be allowed to bid on-line. On-line bidders will be able to view on-line bid results in real time.

A. Reverse Auction Process:

1. Contractors will be able to start on-line bidding at 1 p.m., June 25, 2013.
2. Contractors may place as many bids as they want.
3. Bidding will close at approximately 2 p.m., Friday, June 28, 2013.
4. If a Vendor enters a response within three (3) minutes of the Bid closing time, the Bid will be extended for an additional three (3) minutes **from the time the bid is submitted**. This extension will continue each time a Vendor enters a response within that final three (3) minutes, until there are no additional responses.

B. Contractor Pre-Qualification Requirements:

The Reverse Auction document is available on-line at www.publicpurchase.com, if this document was obtained through other sources you will have to register at the above website in order to participate in the Reverse Auction process.

1. The following documents shall be submitted to the Purchasing Office by 4 p.m., Monday, June 24, 2013, in order to participate in the on-line bidding process.
 - a. Signed Offer to Contract Form.
 - b. 5% Bid Deposit or Bond (estimated amount of bid).
 - c. Completed AIA Document A305 (Supplied).
 - d. Supplemental Labor Pricing Form (Supplied)
 - e. References.
 - f. Certificate of Insurance.
2. Failure to submit this documentation may preclude you from the on-line bidding process.

C. Sealed Bid Responses:

Contractors who choose to not participate in the Reverse Auction process can submit Sealed Bid Responses by Monday, June 24, 2013, to the Kane County Purchasing Office, they will be opened immediately after the Reverse Auction has been finalized. Sealed bids received after deadline will remain unopened and returned to the sender.

1. Sealed Bid Responses shall follow all the guidelines as specified in the Terms and Conditions for this bid. Please submit by mail or hand deliver to the location listed below.

Kane County Government Center
Purchasing Department, Bldg. A
719 S. Batavia Ave.
Geneva, IL 60134

2. Faxed or e-mailed bid responses will not be accepted.

II. SPECIFICATIONS:

A. Scope of Work:

1. Complete demolition and removal of building, floors, slabs, and below grade foundation walls. The old Sally Port (North side of building) driveways shall be removed.
2. Before demolition and before removing any existing structural or load bearing element, proper and adequate shoring shall be provided to protect and brace pavements, sidewalks, adjacent buildings, fences and other structures that are required to remain, so as to prevent any settlement, collapse or other damage to these elements and promptly repair any such damage resulting from operations under this contract solely at the Contractor's expense. Such required shoring shall remain in place until existing elements to remain can properly be supported by fill or acceptable measures.
3. All demolition materials and debris shall be hauled away as it accumulates, except for the specified recycled stone products, and taken to properly licensed recycler or landfill. Such debris and demolition materials shall not be allowed to be piled up and stored at the job site. The job site shall be maintained clean and free of large build up of debris.
4. Contractor shall use water spraying, temporary enclosures and other suitable methods to limit dust and dirt from rising and scattering in the air. The Contractor shall contact the City of Geneva, Water Department for access to their water supply. The cost of the water shall be the sole responsibility of the Contractor. The Contractor shall comply with all governmental regulations pertaining to objectionable conditions such as ice, flooding or pollution.
5. The Contractor shall provide all necessary vehicle and pedestrian traffic control protection devices during the duration of the contract.

6. The Contractor and his or her representative or employees shall not burn, or cause to be burned, at any time, within the site of the work, any paper, wood, or other combustible refuse, waste or other material resulting from wrecking or other operations under the contract.
7. The use of explosives in the performance of the work under this contract is strictly prohibited.
8. The existing parking lots, access roads, site lighting, and storm sewers are to remain in place.
9. Illinois Environmental Protection Agency notification is required prior to demolition. All Kane County Environmental Control and IEPA guidelines are to be followed.
10. Contractor is responsible for all J.U.L.I.E. locates prior to demolition.
11. All excavated areas shall be filled-in with on-site recycled concrete materials (no foreign material allowed) and re-graded to provide positive drainage and prevent erosion.
12. All areas currently below adjacent grade or areas that are excavated below adjacent grade as part of the demolition activities shall be backfilled with the on-site recycled concrete materials as specified or any other suitable on-site material approved in advance by the County. These areas will be backfilled to the adjacent grade levels of surrounding undisturbed site. No topsoil or seeding will be required in the areas backfilled with CA-6.
13. All door and window frames shall be removed by Contractor and separated from the concrete debris that is required to be recycled.
14. Any fixtures, equipment, steel, piping, etc. remaining at the start of the project shall be the contractor's responsibility to salvage or properly disposed of at an approved location. Contractor shall be required to provide copies of any recycling tickets for material disposed of at an approved location(s) per all stated and federal IEPA regulations and laws.

B. Recycled Concrete Products:

All concrete, CMU, brick, block shall remain on-site and be crushed, screened, and stockpiled on site for use by Kane County. Contractor shall use recycled aggregate for backfilling any depressional areas resulting from demolition activities. All stockpiles shall conform to IDOT Gradation Specifications for FA-6, CA-6 and/or CA-7. All stockpiles shall be free from deleterious materials. IDOT Standard Specifications for Road and Bridge Construction, January 1, 2002 shall apply and finish product stockpiles shall be inspected by the County to confirm volumes.

C. Utility Disconnects:

All utility disconnects shall be the responsibility of the County.

D. Asbestos/Lead Removal:

All asbestos and lead removal shall be the responsibility of the County covered by separate Kane County contract. If any asbestos is found during the demolition phase, the Contractor shall notify the County or County's representative immediately and no further work shall take place in that area until the asbestos has been removed.

E. Tree Clearing:

All trees are to remain and Contractor shall provide protection for all trees prior to the start of construction with plastic snow fencing.

F. Exterior Lights and Foundations:

Contractor shall not remove exterior light poles or their foundations and shall take all necessary precautions to protect them. Any damage caused by contractor shall be repaired at no cost to the County.

G. Fences:

All chain link and wood split rail fence shall remain in place. Any damage caused to these fences shall be repaired by the Contractor at no cost to the County.

H. Signage:

All Kane County signage, not attached to the building, shall remain in place and be protected. Any damage caused by Contractor shall be repaired at no cost to the County.

I. Traffic Control:

Traffic control will be responsibility of Contractor and access must be maintained for all operational buildings for Kane County employees and public. No shutdown of access roads will be allowed without written permission from County.

J. Temporary Construction Fence:

General temporary construction fence shall be required around all demolition areas. Temporary construction fencing will also be required around open excavations not closed by the end of construction day for nightly protection.

K. Special Waste Provisions:

All universal waste encountered in the building (chlorofluorocarbon's, ballasts, bulbs, mercury switches, etc.) shall be disposed of in a manner approved by the IEPA. The cost of this work is the responsibility of the Contractor and shall be included in the base bid price.

L. Existing Utilities:

Contractor is responsible for protecting all utilities adjacent to demolition area. Any damage caused by Contractor shall be repaired by Contractor at no cost to the County.

M. Areas to Remain:

There are parts of the site that are to remain in place and are not part of the demolition project. Contractor shall not remove these areas and take all necessary precautions to protect and avoid these areas.

1. Parking Lots and Site lighting:

- a. All parking areas and access roads are to remain and access roads must remain open at all times unless written permission is given by County.
- b. Site lighting is to remain in place and all necessary precautions shall be made to protect lights, light posts and underground electrical.

2. Garage and Metal Building (North Side of Site):

- a. These buildings are not part of this phase of demolition.
- b. These are actively used areas and all necessary precautions shall be made to protect the workers, vehicles, utilities and general wellbeing of these areas to maintain operations.
- c. Access shall be maintained at all times.

3. Tower Support:

- a. Contractor shall provide protection at all times to the tower cables and support foundation.
- b. Contractor shall not remove foundation wall near cable support foundation as indicated on the plans.

III. ADDITIONAL UNIT PRICES:

County requests the Contractor to provide unit pricing for the trades listed in the Supplemental Labor Pricing Form in the event a situation arises where additional work may be necessary. These items shall be paid on a Time and Materials basis. Contractor shall submit for review and approval to the County's representative, daily time sheets for these items if needed. This form needs to be submitted by June 24, 2013.

IV. INSTRUCTION TO BIDDERS:

A ONE TIME Pre-Bid Meeting will be held on Monday, June 17, 2013, at 10 a.m. at the Kane County facility located at 777 East Fabyan Parkway, Geneva, IL 60134.

Bidders are to meet in the parking lot east of the Old Sheriff's Office. After the pre-bid meeting, Bidders will be taken on a walkthrough of the site to make themselves aware of the existing conditions.

For more information, please contact:

Jim Hansen (630) 444-1071 or hansenjim@co.kane.il.us



AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

**AMERICAN DEMOLITION
CORPORATION**
305 Ramona Avenue

Elgin, IL 60120

SURETY:

(Name, legal status and principal place
of business)

International Fidelity Insurance Company
One Newark Center, 20th Floor

Newark, NJ 07102

OWNER:

(Name, legal status and address)

Kane County Treasurer
719 S. Batavia Avenue

Geneva, IL 60134

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be
considered plural where
applicable.

AIA Document A312-2010
combines two separate bonds, a
Performance Bond and a Payment
Bond, into one form. This is not a
single combined Performance and
Payment Bond

CONSTRUCTION CONTRACT

Date: **8/15/2013**

Amount: **\$102,500.00**

Description:

20-013 Building Demolition

(Name and location)

BOND 0623215

Date: August 15, 2013


(Not earlier than Construction Contract Date)

Amount: **\$102,500.00**

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: **AMERICAN DEMOLITION CORPORATION**
(Corporate Seal)

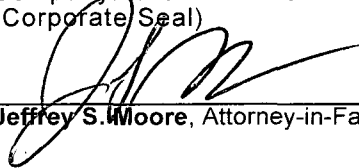

Name and Title: **Alfredo Palarox, President**
(Any additional signatures appear on the last page of this Performance Bond)
(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

DOHN & MAHER ASSOCIATES
4811 Emerson Avenue, Suite 102
Palatine, IL 60067

SURETY

Company: **International Fidelity Insurance Company**
(Corporate Seal)


Jeffrey S. Moore, Attorney-in-Fact

OWNER'S REPRESENTATION:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL Company: AMERICAN DEMOLITION CORPORATION (Corporate Seal)	SURETY Company: International Fidelity Insurance Company (Corporate Seal)
Signature:	Signature:
Name and Title:	Name and Title: Jeffrey S. Moore
Address: 305 Ramona Avenue	Address: One Newark Center, 20th Floor
Elgin, IL 60120	Newark, NJ 07102
Caution: You should sign an original AIA Contract Document. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010. The American Institute of Architects	
4	

**AIA****Document A312™ – 2010****Payment Bond****CONTRACTOR:***(Name, legal status and address)***AMERICAN DEMOLITION
CORPORATION
305 Ramona Avenue****Elgin, IL 60120****SURETY:***(Name, legal status and principal place
of business)***International Fidelity Insurance Company
One Newark Center, 20th Floor****Newark, NJ 07102****OWNER:***(Name, legal status and address)***Kane County Treasurer
719 S. Batavia Avenue****Geneva, IL 60134****CONSTRUCTION CONTRACT****Date: 8/15/2013****Amount: \$102,500.00****Description:****20-013 Building Demolition***(Name and location)***BOND 0623215****Date: August 15, 2013***(Not earlier than Construction Contract Date)***Amount: \$102,500.00****Modifications to this Bond: ☒ None ☐ See Section 18****CONTRACTOR AS PRINCIPAL****Company: AMERICAN DEMOLITION CORPORATION
(Corporate Seal)**
Name and Title: Alfredo Palaro, President
(Any additional signatures appear on the last page of this Performance Bond)
*(FOR INFORMATION ONLY— Name, address and telephone)***AGENT or BROKER:****DOHN & MAHER ASSOCIATES
4811 Emerson Avenue, Suite 102
Palatine, IL 60067****SURETY****Company: International Fidelity Insurance Company
(Corporate Seal)**
Jeffrey S. Moore, Attorney-in-Fact**OWNER'S REPRESENTATION:***(Architect, Engineer or other party)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to

Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL Company: AMERICAN DEMOLITION CORPORATION (Corporate Seal)	SURETY Company: International Fidelity Insurance Company (Corporate Seal)
Signature:	Signature:
Name and Title:	Name and Title: Jeffrey S. Moore
Address: 305 Ramona Avenue	Address: One Newark Center, 20th Floor
Elgin, IL 60120	Newark, NJ 07102
Caution: You should sign an original AIA Contract Document. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010. The American Institute of Architects	
8	

STATE OF Illinois
COUNTY OF Cook

On this 15th day of August 2013, before me came Jeffrey S. Moore, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized Attorney-in-Fact International Fidelity Insurance Company at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal
the day and year first above written.

Notary Public

Vicki L Broadus



NOTARY PUBLIC
OFFICE OF THE
STATE OF ILLINOIS
MY COMMISSION EXPIRES ON 11/11/11

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

ALLEGHENY CASUALTY COMPANY

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

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JACQUELINE BRENNER, SUSAN MURRAY, VICKI L. BROADDUS, ELISE SIEGEL, JEFFREY S. MOORE, KAREN DOHN, WILLIAM P. MAHER, CARL DOHN JR.

Palatine, IL

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power, to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited, in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature, and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

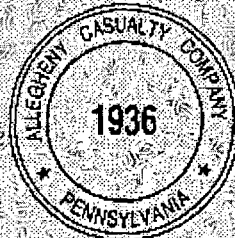
IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

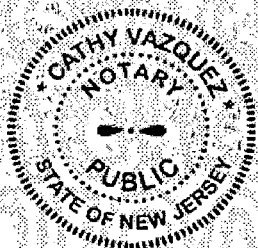
Robert W. Minster

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



Cathy Vazquez

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of August, 2013.

Maria H. Branco

MARIA BRANCO, Assistant Secretary



AMERDEM-01

TORIK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2013

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 Charles L. Crane Agency Co. 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT NAME: PHONE (A/C, No, Ext): (314) 241-8700 FAX (A/C, No): (314) 444-4970 E-MAIL ADDRESS:														
INSURED American Demolition Corp Celia Werth 305 Ramona Avenue Elgin, IL 60120	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Liberty Surplus Insurance Corp</td><td>10725</td></tr><tr><td>INSURER B : Allied Property & Cas Ins Co</td><td>42579</td></tr><tr><td>INSURER C : Starr Indemnity & Liability Co</td><td>38318</td></tr><tr><td>INSURER D : Chartis Property Casualty Co.</td><td>19402</td></tr><tr><td>INSURER E : Travelers Prop Cas Co of Amer</td><td>25674</td></tr><tr><td>INSURER F : Steadfast Insurance Company</td><td>26387</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Surplus Insurance Corp	10725	INSURER B : Allied Property & Cas Ins Co	42579	INSURER C : Starr Indemnity & Liability Co	38318	INSURER D : Chartis Property Casualty Co.	19402	INSURER E : Travelers Prop Cas Co of Amer	25674	INSURER F : Steadfast Insurance Company	26387
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Liberty Surplus Insurance Corp	10725														
INSURER B : Allied Property & Cas Ins Co	42579														
INSURER C : Starr Indemnity & Liability Co	38318														
INSURER D : Chartis Property Casualty Co.	19402														
INSURER E : Travelers Prop Cas Co of Amer	25674														
INSURER F : Steadfast Insurance Company	26387														

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		100001969306	11/20/2012	11/20/2013	EACH OCCURRENCE \$ 1,000,000
	<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) \$ 0
	<input checked="" type="checkbox"/> Incl XCU						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Incl Contractual						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY	X		ACP7162632463	4/22/2013	4/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
C	UMBRELLA LIAB	X		SISCCCL01641012	11/20/2012	11/20/2013	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						Aggregate \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC035896652	11/21/2012	11/21/2013	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			QT-660-2781C390-TIL-13	4/22/2013	4/22/2014	L & R 500,000
F	Poll/Env Impairment			CPL526201810	11/20/2012	11/20/2013	Agg/Occ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 20-013 Building Demolition, 777 East Fabyan Parkway, Geneva, IL 60134, ADC #2926. Kane County is named as additional insured under the general liability, auto liability, and excess liability.

CERTIFICATE HOLDER**CANCELLATION**

Kane County
Attn: Timothy Keonongsak
719 South Batavia Avenue
Geneva, IL 60134

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

W. Eric Benoit

© 1988-2010 ACORD CORPORATION. All rights reserved.