

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
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Geneva, IL 60134
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clauzen@kanecoboard.org
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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Jericho Road Culvert Improvements Res. # 13-232

Kane Co. Sec. #08-00382-BR Non- MFT

Copenhaver

Submitted by: Carl Schoedel

Date Submitted: May 9, 2013

Examined by: Pat Jaeger
(Print name)

[Signature]
(Signature)

05/10/13
(Date)

[Handwritten signature]
July 12, 2013



Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO 7/15/2013
(Date)

Document returned to: forwarded Clerk for signature/seal
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 232

**APPROVING CONTRACT FOR CONSTRUCTION
JERICHO ROAD OVER ROB ROY DRAINAGE DITCH
KANE COUNTY SECTION NO. 08-00382-00-BR**

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

KANE COUNTY SEC. NO. 08-00382-00-BR
JERICHO ROAD OVER ROB ROY DRAINAGE DITCH
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

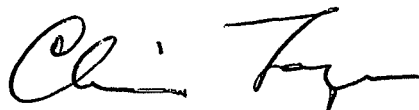
COPENHAVER CONSTRUCTION, INC. OF GILBERTS, ILLINOIS
with a low bid of
\$492,083.00

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED that there is hereby appropriated the sum of Four Hundred Ninety Two Thousand Eighty Three and No/100 Dollars (\$492,083.00) from Transportation Capital Fund #540, Line Item #73010 (Bridge Construction) to pay for the Project.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
540.520.525.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on July 9, 2013.



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

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

Vote:

Yes 22
 No 0
 Voice 0
 Abstentions 0



1. THIS AGREEMENT, made and concluded the 9th day of July, 2013 between the County of Kane acting by and through its County Board Copenhaver Construction, Inc. his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 08-00382-00-BR in Kane County, approved by the Department of Transportation of the State of Illinois, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Clerk (Seal)

The County of Kane By Christopher Lauzen Chairman, County Board (If a Corporation)

Corporate Name Copenhaver Construction By President Party of the Second Part (If a Co-Partnership)

Attest: Secretary Witness

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



Route _____
County Kane
Local Agency Kane
Section #08-00382-00-BR
Bond No. 268003937

We, Copenhaver Construction, Inc.
75 Koppie Drive, Gilberts, IL 60136

a/an) [] Individual [] Co-partnership [X] Corporation organized under the laws of the State of IL,
as PRINCIPAL, and Liberty Mutual Insurance Company
2815 Forbs Avenue, Ste. 102, Hoffman Estates, IL 60192 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Four Hundred Ninety Two Thousand Eighty Three Dollars and 00/100

Dollars (\$492,083.00), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th day of June A.D. 2013

PRINCIPAL

Copenhaver Construction, Inc. (Company Name) _____ (Company Name)

By: [Signature] Ken Copenhaver (Signature & Title) President _____ (Signature & Title)

Attest: [Signature] _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF Illinois
COUNTY OF Madison
I, Michelle Gohl

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

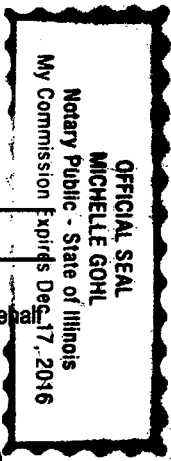
Ken Copenhaver

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of June A.D. 2013

My commission expires 12-17-16 [Signature] Notary Public (SEAL)



SURETY

Liberty Mutual Insurance Company (Name of Surety)

By: [Signature] William Reidinger (Signature of Attorney-in-Fact)

STATE OF Illinois
COUNTY OF Cook

I, Karen E. Bogard, a Notary Public in and for said county, do hereby certify that

William Reidinger

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of June A.D. 2013

My commission expires April 1, 2016 [Signature] Karen E. Bogard Notary Public (SEAL)



Approved this 9th day of July, A.D. 2013

Attest: _____
County of Kane (Awarding Authority)

John A. Cunningham, County Clerk

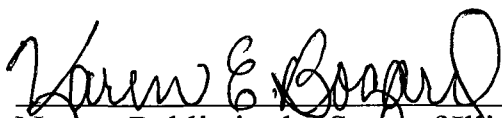
[Signature]
Christopher (Chairman/Mayor/President) Lauzen
County Board Chairman

ACKNOWLEDGEMENT BY SURETY

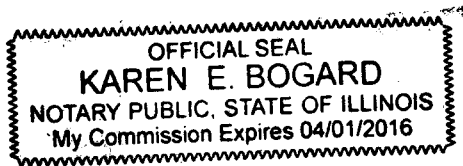
STATE OF ILLINOIS
COUNTY OF Cook

On this 20th day of June, 2013 before me, Karen E. Bogard, a Notary Public, within and for said County and State, personally appeared William Reidinger to me personally known to be the Attorney-in-Fact of Liberty Mutual Insurance Company and acknowledged that he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5983667

American Fire and Casualty Company
The Ohio Casualty Insurance Company

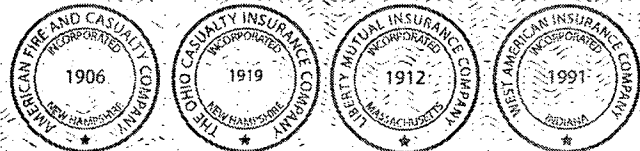
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donna M. Tyler; Donna Wright; Hina Azam; Joseph Halleran; Karen E. Bogard; Lee Spino; Matthew V. Buol; Rebecca R. Alves; William Reidinger

all of the city of Schaumburg, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2013.



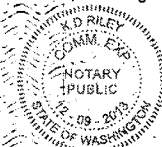
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 7th day of February, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

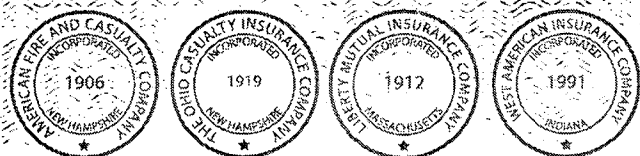
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of June, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.