

April 18, 2012

**SPECIAL MEETING OF THE SHELBY COUNTY BOARD**  
**AGENDA**

**May 2, 2012 – 9:00 A. M. in Courtroom B**

1. Call to Order - Pledge of Allegiance
2. Roll Call
3. Public Building & Grounds Committee Chair Jim Warren – Award Bid Contracts for Courthouse Preservation Projects
4. Adjournment

Please silence cell phones during the Board meeting.

**SPECIAL MEETING OF THE SHELBY COUNTY BOARD**

**May 2, 2012 – 9:00 A.M.**

The Shelby County Board met on Wednesday, May 2, 2012, at 9:00 A.M. at the Courthouse in Shelbyville, Illinois.

Chairman Bruce Cannon called the meeting to order. All present recited the Pledge of Allegiance.


County Clerk Kathy Lantz called the roll. Robert Hunter was absent.

Chairman Cannon stated the purpose of the special meeting was to properly explain the Courthouse Preservation proposals; and, to explore the opportunities the proposals provide in the renovation of the Courthouse maintenance issues regarding the heating and cooling systems. Summarizing the asbestos and lead based paint study; Chairman Cannon explained that every Courthouse project will require an asbestos and lead based paint abatement due to the findings of those studies. Public Buildings Committee Chair Warren stated that the board owed it to the community and taxpayers to maintain the Courthouse as efficiently as they can and to improve its efficiency. The funds to pay for the project are from the sale of the county's gas rights. Detailing the Courthouse Restoration project handout to the board, Warren explained each option and bid package with input from Chairman Cannon, Richard Morse of Melotte, Morse, Leonatti, Parker Ltd. and Matt Goebel, Construction Manager Morrissey Construction Company. Warren informed the board that the Public Buildings Committee recommended approving option one, totally \$1,505,503.00 plus contingency up to \$110,000.00 as presented. A lengthy question and answer period followed. (Proposal and low bids attached to these minutes).

Wetherell made motion to approve option one of the Courthouse Restoration project proposal and to accept the general trades low bid by L. J. Swingler, HVAC low bid by King Lar Company, geothermal fields low bid by Durbin Geothermal, Inc.; and, asbestos and lead based paint abatement low bid by Envirotech. Barr seconded said motion which passed by roll call vote (15 yes, 5 voting no, Behl, Lenz, Robertson, Roessler, Strohl).

No other business could come before the Shelby County Board.

Clark made motion to adjourn the county board meeting. Doerner seconded said motion, which passed by voice vote (20 yes, 0 no) and the meeting was adjourned at 10:00 A.M.

  
Kathy A. Lantz  
Shelby County Clerk and Recorder



SHELBY COUNTY COURT HOUSE RESTORATION PROJECT  
 RECOMMENDATION TO THE COUNTY BOARD  
 BY THE BUILDING COMMITTEE

11-Apr-12

revised and expanded for May 2 12 meeting

BID PACKAGE OUTLINE DESCRIPTION		
Bid Package One: General Trades	\$ 468,600	
<ul style="list-style-type: none"> <li>* Demolish Dog House</li> <li>* Replace and refinish interiors after removal and installation of HVAC all floors</li> <li>* Move and Replace 2nd Floor entry doors</li> <li>* Repair flooring in 2nd floor Restrooms</li> <li>* Add Safety and ADA compliant handrails to stairwell and landing</li> <li>* Reinforce north fire escape (life afety)</li> <li>* Interim Shingle repair</li> <li>* Clean and insulate attic and mian cupola</li> <li>* Remove Chimney and repair masonry at "Dog House"</li> <li>* Restore the area where Dog House demolished, build drop off for new entry</li> </ul>		
Alternate One: Vestibule construction and new security entry check point	\$ 72,815	
<ul style="list-style-type: none"> <li>* Includes new rams, new enclosed entry and drop off</li> </ul>		
Alternate Four: Windows		\$ 454,400
<ul style="list-style-type: none"> <li>* Remove, replace and restore all windows in building.</li> <li>* Insulate the weight pockets, abate all lead paint, refinish</li> <li>* Install magnetic interior storm windows</li> </ul>		
Bid Package Two Mechanical, Electrical, Plumbing		
<ul style="list-style-type: none"> <li>Demolish HVAC system entire building</li> <li>* Replace HVAC system with Geothermal system</li> <li>* All electrical and control work</li> <li>* All plumbing associated (minor)</li> </ul>	\$ 420,000	
Alternate: One NE Entry		
Provide HVAC and electrical for Vesitbule and Security Check	\$ 14,000	
Bid Package Three Geothermal Field	\$ 124,750	
<ul style="list-style-type: none"> <li>* Drill well field for Geothermal system in Northeast parking lot bring into building to attach to new HVAC</li> <li>* 18, 450 foot deep wells</li> </ul>		
Bid Package Four :Asbstos and Lead Based Paint abatement		
<ul style="list-style-type: none"> <li>* Abatement</li> <li>coorindated with all other trades</li> </ul>	\$ 54,500	
<b>Total Contract Construction Costs</b>	<b>\$ 1,154,665</b>	<b>\$ 454,400</b>
Add Windows and Storms		\$ 1,609,065
Architectural Engineering Fee	\$ 131,000	
Test Well pre bid Fee	\$ 10,238	
Construction Management Advisor Fee at 7% of Construction Cost above	\$ 81,000	\$ 112,000
General Conditions for on site management budgeted amount	\$ 100,000	
Asbestos and Lead Based Paint Analyses and Abatement Design Fees	\$ 13,600	
Estimated ACM project on-site management and testing	\$ 15,000	
Estimated Final Design and Management Project Cost Estimate	\$ 350,838	\$ 381,838
A/E and Construction Management Advisor budget contingency of	\$ 110,000	

# SHELBY COUNTY COURTHOUSE



**MMLP**  
213 W. South Sixth Street  
Springfield, Illinois, 62701

**VIEW OF NEW ENTRY VESTIBULE AND DROP-OFF LANE**

April 30, 2012

**SK-1**  
MMLP #111084

SECTION 00 4101

BID FORM-REVISED ADD 1

THE PROJECT AND THE PARTIES

TO:

SHELBY COUNTY BOARD

301 East Main Street

Shelbyville, Illinois 68565

FOR:

Shelbyville Courthouse Renovation

MMLP #111084

Proposals are due on April 5, 2012 prior to 2:00 p.m. prevailing time, at the Office of the County Clerk, at the Shelby County Court House, 301 East Main Street, Shelbyville, Illinois 68565.

DATE: 4-5-12 (Bidders to enter date)

SUBMITTED BY: (Bidders to enter name and address)

Bidder's Full Name L. J. Swingler & Sons, Inc.

Address 109 W. Northern Row, PO Box 637

City, State, Zip Teutopolis, IL 62467

Email LJSwingler@swinglerconstruction.com

Phone 217-857-3119 Fax 217-857-3380

BID PROPOSAL-Bid Package 1 - General Trades

BASE BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents dated March 16, 2012 prepared by Melotte Morse Leonatti Parker, Ltd, 213-1/2 South Sixth Street, Springfield, Illinois) for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work in accordance with the Contract Documents within the time set forth herein and including a \$10,000 Contingency Allowance, a Roofing Allowance of \$5,000 and an \$8,000.00 Ornamental trim allowance, for the Sum of:

\_\_\_\_\_ Dollars (\$ 468,600 ). ✓

This price is to cover all expenses incurred in performing the work required under the Contract Documents as described in Section 011001 - Bid Package 1.

We have included the required security Bid Bond as required by the Instruction to Bidders.

**ALTERNATE BID G-1 - Northeast Vestibule Entry.**

We the undersigned, hereby offer to add the Work defined and specified in the Contract Documents as Alternate Bid G-1 for the Sum of:

\_\_\_\_\_ Dollars (\$ 72,815 ).

**ALTERNATE BID G-2 - Architectural Fascia, Pediments and Ornament Repair**

We the undersigned, hereby offer to complete the work defined and specified in the Contract Documents as Alternate Bid G-2 for the Sum of:

\_\_\_\_\_ Dollars (\$ 38,900 ).

**ALTERNATE BID G-3 - Cupolas Window Restoration**

We the undersigned, hereby offer to complete the work defined and specified in the Contract Documents as Alternate Bid G-3 for the Sum of:

\_\_\_\_\_ Dollars (\$ 117,650 ).

**ALTERNATE BID G-4 - WINDOW RESTORATION AND REPAIR AND INTERIOR STORM WINDOWS**

We the undersigned, hereby offer to complete the work defined and specified in the Contract Documents as Alternate Bid G-3 for the Sum of:

\_\_\_\_\_ DOLLARS (\$ 454,400 ).

**TAXES**

The project is tax-exempt. All applicable federal and State of Illinois taxes are excluded from the Bid Sum.

**ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Shelby County Board within the time period stated above, we will:

1. Execute the Agreement within fourteen calendar days of receipt of the Intent to Award Letter.
2. Furnish the required bonds and Certificates of Insurance within fourteen calendar days of receipt of the Intent to Award Letter.

3. Commence work within 14 calendar days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Shelby County by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**TIME OF COMPLETION**

If this Bid is accepted: All Work shall be completed in 240 calendar days from Notice to Proceed.

**ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 3-27-12  
Addendum # 2 Dated 3-30-12  
Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**MATERIALS SUBSTITUTION SHEET**

The following is a schedule of substitute materials I propose to furnish in lieu of those indicated or specified, with the difference in price to be added to or deducted from my BASE BID as indicated. The BASE BID is understood to include all materials where specifically called for on the Drawings and Specifications by trade name or otherwise.

I understand that if no price difference is indicated, the selection of materials is strictly optional with the Owner and approval or rejection of the substitutions below shall be indicated prior to signing of contracts. No substitutions will be allowed after the Contract for the work is awarded.

SUBSTITUTION	ADD	DEDUCT
_____		
_____		
_____		

(for additional substitutions provide a separate itemized list on company letter head, signed and dated)

**BONDS**

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Owner a Surety Performance Bond and a Labor and Materials Payment Bond, each in the amount equal to one hundred percent (100%) of the contract amount. The Contractor shall pay the premiums. At the time of bidding the Owner shall be supplied with the name and NAIC # of the Surety Company.

Name of Surety Co. Cincinnati Insurance Co.

NAIC # 10677

If the Contractor abandons the work under the Contract or fails or refuses to conform with the requirements of the Contract, either in workmanship or material, or if at any time the Owner is of the opinion that the Contractor is willfully violating any conditions of the Contract or executing



the same in bad faith, or that any part of the work is being unnecessarily delayed, or if the Contract or any part thereof shall be assigned or sublet without the written consent of the Owner, the Contract may be canceled.

The Owner may thereupon call the Surety to complete the Contract as provided for in the bond. If the Contract is canceled under this article, the Contractor shall not be entitled to any damages, which may arise, or extra costs, which may be incurred by it as a result of the failure of the Contractor to carry out the terms of the Contract.

Before declaring the Contract canceled, the Owner shall serve upon the Contractor and his Surety a notice in writing requiring Contractor and Surety to show cause at a time not earlier than seven (7) days nor later than thirty (30) days after the date of said notice, at a place to be therein designated, why said Contract should not be canceled.

#### **CERTIFICATION OF NONSEGREGATED FACILITIES**

By signing this bid, the Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods), bidder will obtain identification certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that bidder will retain such certification in its files; and that it will forward a notice to its proposed subcontractors as provided in the instructions to Bidders. The penalty for making false statements in offers is prescribed in 17 U.S.C. 1001.

#### **PREVIOUS PARTICIPATION COMPLIANCE**

The Bidder represents that it (has) \_\_\_\_ (has not)  participated in a previous contract or subcontract subject to the equal opportunity clause prescribed in Executive Orders 10925, 1114, or 11246 or the Secretary of Labor; that it (has) \_\_\_\_ (has not)  filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

#### **NON-COLLUSION AFFIDAVIT**

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. (Attach completed form in Section 00.45-19.)

**BID FORM SIGNATURE(S)**

FIRM NAME L. J. Swingler & Sons, Inc.

TYPE OF FIRM (Check one)


SOLE PROPRIETOR \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION X

FEIN No. (If applicable) 37-0843799

BY Stephen A. Swingler

TITLE President

DATE 4-5-12

SIGNATURE REQUIRED 

END OF SECTION

THE  
CINCINNATI INSURANCE COMPANY  
CINCINNATI, OHIO

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we L J Swingler & Sons, P O Box 637,

Teutopolis, IL 62467  
as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized  
under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

Shelby County, Attn: Jim Warren, Construction Committee Chairman, Shelbyville, IL  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Accompanying Bid <sup>62565</sup>---

----- Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Shelby County Court House Renovation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such  
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified  
in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered  
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of April, 2012.

L J Swingler & Sons  
(Principal) (Seal)

By: [Redacted Signature] President  
(Title)

THE CINCINNATI INSURANCE COMPANY  
(Surety)

By: [Redacted Signature] Mark E Donaldson, Attorney-in-Fact



Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that  
the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Mark E. Donaldson; Doris J. Lee; Mark A. Wilson; Benjamin E. Newton; Bill N. Newton; W. Sue Romack; Garth R. Jones and/or Jerry E. Abernathy

of Mattoon, Illinois its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



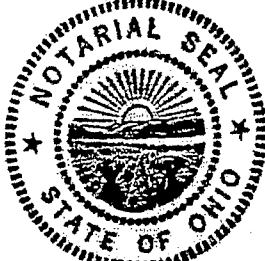
THE CINCINNATI INSURANCE COMPANY



Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 2nd day of April, 2012.



Secretary



BN-1005 (10/08)

SECTION 00 4102

BID FORM-BID PACKAGE 2

THE PROJECT AND THE PARTIES

TO:

SHELBY COUNTY BOARD  
301 East Main Street  
Shelbyville, Illinois 68565

FOR:

Shelbyville Courthouse Renovation  
MMLP #111084

Proposals are due on April 5, 2012 prior to 2:00 p.m. prevailing time, at the Office of the County Clerk, at the Shelby County Court House, 301 East Main Street, Shelbyville, Illinois 68565.

DATE: April 5, 2012 (Bidders to enter date)

SUBMITTED BY: (Bidders to enter name and address)

Bidder's Full Name King-Lar Company  
Address 2020 East Olive Street  
City, State, Zip Decatur, Illinois 62526  
Email debwitts@kinglar.com mattniesman@kinglar.com  
Phone (217) 429-2323 Fax (217) 429-2381

BID PROPOSAL-Bid Package 2 - Mechanical/Electrical Trades

BASE BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents dated March 16, 2012 prepared by Melotte Morse Leonatti Parker, Ltd, 213-1/2 South Sixth Street, Springfield, Illinois) for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work in accordance with the Contract Documents within the time set forth herein , for the Sum of:

Four Hundred Twenty Thousand and no/100 Dollars (\$ 420,000.00-----).

This price is to cover all expenses incurred in performing the work required under the Contract Documents as described in Section 011002 - Bid Package 2.

We have included the required security Bid Bond as required by the Instruction to Bidders.

**ALTERNATE BID G-1 - Northeast Vestibule Entry.**

We the undersigned, hereby offer to add the Work defined and specified in the Contract Documents as Alternate Bid G-1 for the Sum of:

Fourteen Thousand and no/100-----Dollars (\$14,000.00-----).

**TAXES**

The project is tax-exempt. All applicable federal and State of Illinois taxes are excluded from the Bid Sum.

**ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Shelby County Board within the time period stated above, we will:

1. Execute the Agreement within fourteen calendar days of receipt of the Intent to Award Letter.
2. Furnish the required bonds and Certificates of Insurance within fourteen calendar days of receipt of the Intent to Award Letter.
3. Commence work within 14 calendar days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Shelby County by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**TIME OF COMPLETION**

If this Bid is accepted: All Work shall be completed in 240 calendar days from Notice to Proceed.

**ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- Addendum # 1 Dated 3-27-12.
- Addendum # 2 Dated 3-30-12.
- Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**MATERIALS SUBSTITUTION SHEET**

The following is a schedule of substitute materials I propose to furnish in lieu of those indicated or specified, with the difference in price to be added to or deducted from my BASE BID as indicated. The BASE BID is understood to include all materials where specifically called for on the Drawings and Specifications by trade name or otherwise.

I understand that if no price difference is indicated, the selection of materials is strictly optional with the Owner and approval or rejection of the substitutions below shall be indicated prior to signing of contracts. No substitutions will be allowed after the Contract for the work is awarded.

SUBSTITUTION

ADD

DEDUCT

Not applicable

(for additional substitutions provide a separate itemized list on company letter head, signed and dated)

**BONDS**

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Owner a Surety Performance Bond and a Labor and Materials Payment Bond, each in the amount equal to one hundred percent (100%) of the contract amount. The Contractor shall pay the premiums. At the time of bidding the Owner shall be supplied with the name and NAIC # of the Surety Company.

Name of Surety Co. Washington International Insurance Company

NAIC # 32778

If the Contractor abandons the work under the Contract or fails or refuses to conform with the requirements of the Contract, either in workmanship or material, or if at any time the Owner is of the opinion that the Contractor is willfully violating any conditions of the Contract or executing the same in bad faith, or that any part of the work is being unnecessarily delayed, or if the Contract or any part thereof shall be assigned or sublet without the written consent of the Owner, the Contract may be canceled.

The Owner may thereupon call the Surety to complete the Contract as provided for in the bond. If the Contract is canceled under this article, the Contractor shall not be entitled to any damages, which may arise, or extra costs, which may be incurred by it as a result of the failure of the Contractor to carry out the terms of the Contract.

Before declaring the Contract canceled, the Owner shall serve upon the Contractor and his Surety a notice in writing requiring Contractor and Surety to show cause at a time not earlier than seven (7) days nor later than thirty (30) days after the date of said notice, at a place to be therein designated, why said Contract should not be canceled.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

By signing this bid, the Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods), bidder will obtain identification certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that bidder will retain such

certification in its files; and that it will forward a notice to its proposed subcontractors as provided in the instructions to Bidders. The penalty for making false statements in offers is prescribed in 17 U.S.C. 1001.

**PREVIOUS PARTICIPATION COMPLIANCE**

The Bidder represents that it (has) XX (has not) \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause prescribed in Executive Orders 10925, 1114, or 11246 or the Secretary of Labor; that it (has) XX (has not) \_\_\_\_\_ filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

**NON-COLLUSION AFFIDAVIT**

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. (Attach completed form in Section 00.45-19.)

**BID FORM SIGNATURE(S)**

FIRM NAME King-Lar Company

TYPE OF FIRM (Check one)

SOLE PROPRIETOR \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION XXX

FEIN No. (If applicable) 37-0656613

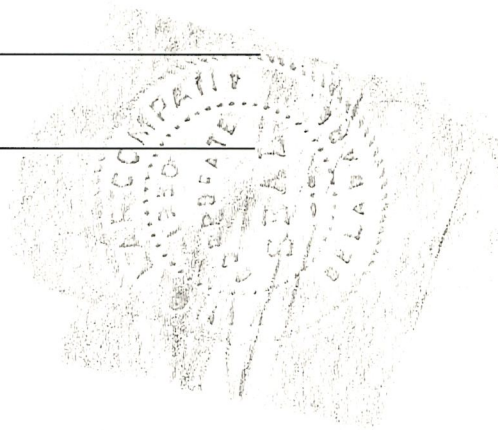
BY Robert K. Lamb, Jr.

TITLE Vice-President

DATE April 5, 2012

SIGNATURE REQUIRED 

END OF SECTION





SECTION 00 4501

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

STATE OF Illinois ) SS

COUNTY OF Macon )


Robert K. Lamb, Jr., BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That (he) ~~(she)~~ ~~is (a partner or officer)~~ of the firm of King-Lar Company, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage against the Macoupin County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF:

\_\_\_\_\_(Bidder, if the bidder is an individual;)

 (Partner, if the bidder is a partnership;)

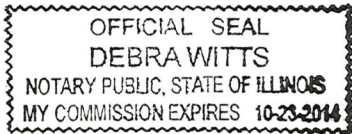
 (Officer, if the bidder is a corporation.) Robert K. Lamb, Jr.  
Vice-President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5h DAY OF April,  
20 12

  
NOTARY PUBLIC Debra A. Witts

MY COMMISSION EXPIRES 10-23, 2014.

END OF SECTION 00 45 01



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310  
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we  
King-Lar Company, P O Box 317 2020 E Olive St, Decatur, IL 62526  
as Principal, hereinafter called the Principal, and  
Washington International Insurance Company, 475 North Martingale Road, Schaumburg, IL  
60173  
a corporation duly organized under the laws of the State of NEW HAMPSHIRE  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Shelby County Board 301 East Main Street Shelbyville, IL 62626  
as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid---  
Dollars(\$ ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
Shelby County Courthouse Restoration

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good  
and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall  
pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for  
which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null  
and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of April, 2012.

King-Lar Company

(Seal)

[Redacted signature]

[Redacted signature]

Debra Witts (Witness)

E. Scott Lamb (Title) President

Washington International Insurance Company

[Redacted signature]

[Redacted signature]

(Witness)

Ronald A. Koopman, Attorney-in-fact

State of Illinois

} ss:  
County of Macon

On 5th day of April, 2012 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald A. Koopman**

known to me to be Attorney-in-Fact of **Washington International Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

[Redacted Signature]

Notary Public



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

\_\_\_\_\_  
KEVIN J. BREHENY, RANDY S. CANNADY, LINDA L. HOPKINS,  
\_\_\_\_\_  
RONALD A. KOOPMAN, TIM R. PATTON and GREG NUSSBAUM

\_\_\_\_\_  
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

\_\_\_\_\_  
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By \_\_\_\_\_  
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



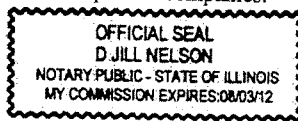
By \_\_\_\_\_  
David M. Layman, Senior Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14<sup>th</sup> day of September, 20 11.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook                      ss:

On this 14<sup>th</sup> day of September, 20 11, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



\_\_\_\_\_  
D. Jill Nelson, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5<sup>th</sup> day of April, 20 12  
\_\_\_\_\_

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

SECTION 00 4103

BID FORM-BID PACKAGE 3

THE PROJECT AND THE PARTIES

TO:

SHELBY COUNTY BOARD  
301 East Main Street  
Shelbyville, Illinois 68565

FOR:

Shelbyville Courthouse Renovation  
MMLP #111084

Proposals are due on April 5, 2012 prior to 2:00 p.m. prevailing time, at the Office of the County Clerk, at the Shelby County Court House, 301 East Main Street, Shelbyville, Illinois 68565.

DATE: 4-5-2012 (Bidders to enter date)

SUBMITTED BY: (Bidders to enter name and address)

Durbin Enterprises, Inc.  
Bidder's Full Name dba: Durbin Geothermal, Inc  
Address P.O. Box 68; 200 Jefferson St.  
City, State, Zip Beecher City, IL 62414  
Email info@letsdig.com  
Phone 618-487-5402 Fax 618-487-5037

BID PROPOSAL-Bid Package 3 - Geothermal Wells

BASE BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents dated March 16, 2012 prepared by Melotte Morse Leonatti Parker, Ltd, 213-1/2 South Sixth Street, Springfield, Illinois) for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work in accordance with the Contract Documents within the time set forth herein, for the Sum of:

One hundred twenty-four

thousand seven hundred fifty Dollars (\$ 124,750<sup>00</sup>).

This price is to cover all expenses incurred in performing the work required under the Contract Documents as described in Section 011003 - Bid Package 3.

We have included the required security Bid Bond as required by the Instruction to Bidders.

**TAXES**

The project is tax-exempt. All applicable federal and State of Illinois taxes are excluded from the Bid Sum.

**ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

If this bid is accepted by Shelby County Board within the time period stated above, we will:

1. Execute the Agreement within fourteen calendar days of receipt of the Intent to Award Letter.
2. Furnish the required bonds and Certificates of Insurance within fourteen calendar days of receipt of the Intent to Award Letter.
3. Commence work within 14 calendar days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Shelby County by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**TIME OF COMPLETION**

If this Bid is accepted: All Work shall be completed in 240 calendar days from Notice to Proceed.

**ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 3-27-12  
 Addendum # 2 Dated 3-30-12  
 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**MATERIALS SUBSTITUTION SHEET**

The following is a schedule of substitute materials I propose to furnish in lieu of those indicated or specified, with the difference in price to be added to or deducted from my BASE BID as indicated. The BASE BID is understood to include all materials where specifically called for on the Drawings and Specifications by trade name or otherwise.

I understand that if no price difference is indicated, the selection of materials is strictly optional with the Owner and approval or rejection of the substitutions below shall be indicated prior to signing of contracts. No substitutions will be allowed after the Contract for the work is awarded.

SUBSTITUTION	ADD	DEDUCT

(for additional substitutions provide a separate itemized list on company letter head, signed and dated)

**BONDS**

The Undersigned agrees, if awarded the Contract, to furnish and deliver to the Owner a Surety Performance Bond and a Labor and Materials Payment Bond, each in the amount equal to one hundred percent (100%) of the contract amount. The Contractor shall pay the premiums. At the time of bidding the Owner shall be supplied with the name and NAIC # of the Surety Company.

Name of Surety Co. West Bend Mutual Insurance

NAIC # 15350

If the Contractor abandons the work under the Contract or fails or refuses to conform with the requirements of the Contract, either in workmanship or material, or if at any time the Owner is of the opinion that the Contractor is willfully violating any conditions of the Contract or executing the same in bad faith, or that any part of the work is being unnecessarily delayed, or if the Contract or any part thereof shall be assigned or sublet without the written consent of the Owner, the Contract may be canceled.

The Owner may thereupon call the Surety to complete the Contract as provided for in the bond. If the Contract is canceled under this article, the Contractor shall not be entitled to any damages, which may arise, or extra costs, which may be incurred by it as a result of the failure of the Contractor to carry out the terms of the Contract.

Before declaring the Contract canceled, the Owner shall serve upon the Contractor and his Surety a notice in writing requiring Contractor and Surety to show cause at a time not earlier than seven (7) days nor later than thirty (30) days after the date of said notice, at a place to be therein designated, why said Contract should not be canceled.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

By signing this bid, the Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods), bidder will obtain identification certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that bidder will retain such certification in its files; and that it will forward a notice to its proposed subcontractors as provided in the instructions to Bidders. The penalty for making false statements in offers is prescribed in 17 U.S.C. 1001.

**PREVIOUS PARTICIPATION COMPLIANCE**

The Bidder represents that it (has) X (has not) \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause prescribed in Executive Orders 10925, 1114, or 11246 or the Secretary of Labor; that it (has) X (has not) \_\_\_\_\_ filed all required compliance reports, and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

**NON-COLLUSION AFFIDAVIT**

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. (Attach completed form in Section 00.45-19.)

**BID FORM SIGNATURE(S)**

FIRM NAME Durbin Enterprises, Inc dba: Durbin Geothermal, Inc.

TYPE OF FIRM (Check one)

SOLE PROPRIETOR \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION X

FEIN No. (if applicable) 37-1345538

BY Roy S. Durbin

TITLE President

DATE 4-5-12

SIGNATURE REQUIRED 



SECTION 00 4501

NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

STATE OF Illinois ) SS

COUNTY OF Effingham )

Roy S Durbin, BEING FIRST DULY SWORN, DEPOSES AND SAYS:

That (he) (she) is (a partner or officer) of the firm of Durbin Enterprises Inc, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or of that of any other bidder, or to secure any advantage against the Macoupin County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF:

\_\_\_\_\_(Bidder, if the bidder is an individual;)

\_\_\_\_\_(Partner, if the bidder is a partnership;)

Roy S Durbin\_\_\_\_\_(Officer, if the bidder is a corporation.)

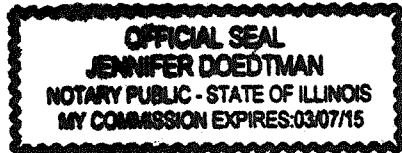
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5 DAY OF April, 2012



NOTARY PUBLIC

MY COMMISSION EXPIRES 3-7, 2015.

END OF SECTION 00 45 01





Bond Number 0850165

## Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Durbin Enterprises, Inc. as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto Shelby County Courthouse as Owner, in the full and just sum of Five Percent ( 5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for Shelby County Courthouse Restoration project; 18 - 450 ft. wells drilled & piped to building

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 3 day of April, 20 12

**Principal:**

Durbin Enterprises, Inc. \_\_\_\_\_

Witness:

By: (SEAL)

Name Typed: Roy S. Durbin, Owner  
Title

**Surety:**

West Bend Mutual Insurance Company

Witness:

By: (SEAL) Attorney-In-Fact

Name Typed: CHRISTINE GIBWELL,  
Title

Agency Name: GRIFFITH INSURANCE AGENCY

Address: 2301 HOFFMAN DR

EFFINGHAM, IL 62401

Phone Number: (217) 347-0584

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

NB 0192 02 08

Page 1 of 1

8401 Greenway Blvd. Suite 1100 | Middleton, WI 53562 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.wbmi.com

329

**Power of Attorney**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

CHARLENE SIDWELL


lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Six Million Dollars (\$6,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.


*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

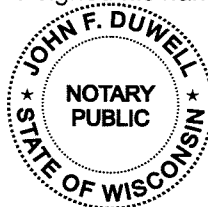
  
**James J. Pauly**  
Secretary



  
**Kevin A. Steiner**  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




  
**John F. Duwell**  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3 day of April, 2012



  
**Dale J. Kent**  
Executive Vice President -  
Chief Financial Officer

**Notice:** Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**BIDDING AND CONTRACT REQUIREMENTS**  
**Section 00300 - Proposal Form**

**PROPOSAL FORM**

for

**SHELBY COUNTY COURTHOUSE  
ACM & LBP ABATEMENT**

**ADG #212005**

**BID PROPOSAL**

**BIDDER:**

NAME Envirotech, Inc.  
ADDRESS 2737 Papin Street  
CITY St. Louis STATE MO ZIP 63103  
TELEPHONE NO. ( 314 ) 865-1293  
FAX NO. ( 314 ) 865-2782  
FEIN. NO. 43-1879554

TO: **Shelby County Courthouse**  
**301 East Main Street**  
**Shelbyville, Illinois 62565**

RE: **SHELBY COUNTY COURTHOUSE**  
**ACM & LBP ABATEMENT**  
**ADG #212005**

**ABATEMENT BID**

**Bids are due on April 5, 2012; 2:00 p.m. prevailing time, at the Shelby County Courthouse, 301 East Main Street, Shelbyville, Illinois 62565.**

Architect and Owner:

Having examined all Bidding Documents, including the Instructions to Bidders, Drawings, and Specifications prepared by Analytical Design Group, 213 1/2 South Sixth Street, Springfield, Illinois, for the project entitled **SHELBY COUNTY COURTHOUSE ACM & LBP ABATEMENT**, dated March 20, 2012, visited the site and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, equipment, materials, and supplies, agrees to construct the project in accordance with the Contract Documents within the time set forth herein, and at prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before date to be specified in written "Notice to Proceed:" of the Owner.

Analytical Design Group #212005                      00300-1  
Shelby County Courthouse ACM and LBP Abatement

PROPOSAL FORM

Bidder acknowledges receipt of following addenda:

Addenda No.	<u>1</u>	Dated	<u>3/26/2012</u>
Addenda No.	<u>2</u>	Dated	<u>3/30/2012</u>
Addenda No.		Dated	

**BASE BID PROPOSAL**

Provide work for asbestos and lead-based paint abatement at the Shelby County Courthouse, Shelbyville, Illinois as indicated in Specifications and Drawings and in full compliance with the Contract Documents, including a \$10,000 Allowance, for the fixed sum of:

Fifty Four Thousand, Three Hundred Thirty Eight & 00/100 DOLLARS (\$ 54,338.00 )

**UNIT PRICES**

For changing quantities of work items from those indicated by the Contract Documents upon written instructions of the Owner, the following unit prices shall prevail in accordance with the General conditions of the Contract.

Following unit prices shall include all labor overhead and profit, materials, equipment, and other necessary operations to cover finished work of several kinds called for.

Unit price shall be used on a single quantity figure, for each category, representing the quantity difference between work required by Contract Documents and work actually approved and accomplished for the entire project.

Following unit prices are required (fill in prices) where applicable to particular base bid being submitted. Unit prices for additional quantity shall not differ from unit price for less quantity.

**A. Unit Price A**

Glovebag Removal of Pipe Insulation – The lineal foot price to remove additional pipe insulation not identified for removal under the Base Bid using Glovebag Removal Procedures as outlined in the Specifications shall be:

Fifty and 00/100 DOLLARS (\$ 50.00 )/l.f.

**B. Unit Price B**

LBP Stripping – The price to strip an approximately 12" diameter of LBP paint from plaster or wood surfaces, as outlined in the Specifications shall be:

One Hundred Fifty & 00/100 DOLLARS (\$ 150.00 )/ea..

**C. Unit Price C**

Intact Floor Tile removal – The price to remove floor tile and mastic, using Intact Removal Procedures as outlined in the Specifications shall be:

Six and .50/100

DOLLARS (\$ 6.50 )/sf.

**TIME OF COMPLETION**

If Awarded the Contract, I/We agree to begin abatement within 14 calendar days after receipt of written Notice to Proceed from the Architect, as instructed by the Owner, and to perform and complete all Bid work included in the Contract Documents for the work at the Shelby County Courthouse. Much of the work must be done as various rooms are vacated over the course of the late spring and into the summer. It will be necessary for the Abatement Contractor conduct his work as soon as possible after he has been given a reasonable notice to start and then temporarily pull off the job until the next area is ready for abatement. See Section 01010 for further details.

**EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned further agrees that during the Performance of the Contract the following shall be affected:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are under are underutilized and will take appropriate affirmative action to rectify any such under utilization.
2. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) or minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women re not underutilized.
3. Pay and maintain throughout the project period prevailing wage as determined by the Illinois Department of Labor.

**BID DEPOSIT**

Bid deposit shall be in the amount of 5% of Base Bid and shall be in the form of a certified check, cashier's check or bid bond.

We, the undersigned, further agree that the Bid Deposit in the amount of 5% of Base Bid enclosed herewith, payable to work at Shelby County is the measure of liquidated damages which said Owner will sustain and that the proceeds thereof shall become the property of said Owner if for any reasons the undersigned

1. Withdraws his Bid of Proposal after the opening of the bids and prior to the time a formal written contract has been signed and delivered to the Owner and a satisfactory Owner's Performance and Payment Bond has been furnished to the Owner whether or not the undersigned, at the time of such withdraw, has been designated as the successful Bidder, or

2. Upon written notification of the Award of Contract to him he fails to properly sign and deliver to the Owner the written contract within ten (10) days after the contract has been mailed to the undersigned for such execution, or
3. Fails to furnish a Performance and Payment Bond as required by the Contract Documents, to the Owner within ten (10) days after signing said written contracts.

The undersigned further agrees the Owner shall have the right to retain the bid deposit for a period of ninety (90) days from the date of opening of bids if the undersigned is one of the three lowest Bidders and he does guarantee the amount set herein before to be firm for the same sixty (60) days. If the undersigned is not one of the three lowest Bidders, the bid deposit shall be retained only for a period of five days from the date of opening of the bids.

At the expiration of said time, or earlier at option of the Owner, said bid deposit shall be returned to the undersigned unless said bid deposit has become the property of the Owner as liquidated damages for one of the reasons stipulated previously.

**In submitting this proposal we agree:**

1. To hold this bid for sixty (60) days following bid opening.
2. To execute and deliver to the Shelby County, a Contract in accordance with this bid, and to furnish a certificate of insurance naming Shelby County and Analytical Design Group "Additional Insured" in effect for the duration of the contract.
3. To provide a timetable and schedule of values for all work mentioned in the bid. This timetable will be met subject to strikes and acts of God.
4. That the bid security accompanying this proposal is left with the Shelby County and that if the undersigned fails to enter into a Contract within ten (10) days after written Notice of Award, the Shelby County will retain said security without prejudice to any other remedies or actions the Shelby County deems appropriate. If this bid is not accepted within ninety (90) days of the bid opening the check shall be returned or the Bid Bond shall become void.
5. To comply with Prevailing Wage, Equal Opportunity and all other Federal, State and Local laws as they may apply. To comply with all agencies having jurisdiction over this work.
6. That it is the right of the Shelby County to accept or reject any or all bids, to re-bid, to waive technicalities in the bidding, to postpone bid opening and to award the contract as determined by the Shelby County to be in the best interest of the Shelby County.

**BIDDER'S/CONTRACTOR'S CERTIFICATION**

Pursuant to P.A. 85-1295 (Ill. Rev. Stat. ch 38 para 33 E-1 et seq.), the undersigned Contractor hereby certifies to Shelby County that the Contractor is not barred from bidding on the Contract as a result of a violation of either Section 33 E-3 or 33 E-4 of that Act.

Date: April 3, 2012

Witness: [Redacted Signature]

[Redacted Signature]  
Bidder's/Contractor's Signature

Received: \_\_\_\_\_  
Owner

Date: \_\_\_\_\_

The Bidder's/Contractor's Certificate must be signed and submitted with the Bid Document. Omission or failure to sign the Contractor's Certificate is cause for rejection of a bid.

FIRM NAME Envirotech, Inc.

TYPE OF FIRM (CHECK ONE)

SOLE PROPRIETOR \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION X

FEIN # (if applicable) 43-1879554

ADDRESS 2737 Papin Street - St. Louis, MO 63103

TELEPHONE NO. ( 314 ) 865-1293

BY (print name) Jeffrey A. Loebner

TITLE President

DATE April 2, 2012

SIGNATURE 

END Revised 00300.





**AIA**

**Document A310™ – 2010**

# Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**ENVIROTECH, INC.**  
2737 Papin Street  
Saint Louis, MO 63103

**SURETY:**

*(Name, legal status and principal place of business)*

**Granite Re, Inc.**  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER:**

*(Name, legal status and address)*

**Shelby County**  
301 East Main Street  
Shelbyville, IL 62565

**Mail Notices To:**

**Granite Re, Inc.**  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

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.

**BOND AMOUNT:** Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

**PROJECT:** Shelby County Courthouse, ACM & LBP Abatement Shelbyville, IL

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 5th day of April, 2012.

  
\_\_\_\_\_  
*(Witness)*

**ENVIROTECH, INC.**  
*(Principal)*  *(Seal)*  
\_\_\_\_\_  
*(Title)*

  
\_\_\_\_\_  
*(Witness) Barbara Buchhold, Witness*

**Granite Re, Inc.**  
*(Surety)*  *(Seal)*  
\_\_\_\_\_  
*(Title) Dana A. Dragoy, Attorney-in-Fact*

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State of Missouri  
County of St. Louis

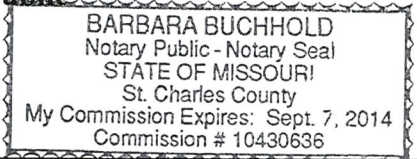
On 4/05/2012, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dana A. Dragoy known to me to be Attorney-in-Fact of

**GRANITE RE, INC.**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

  
\_\_\_\_\_  
**Barbara Buchhold, Notary Public**



My Commission Expires: \_\_\_\_\_

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ANDREW P THOME; DANA A. DRAGOY; KRISTAN L. LUCAS; PETER J. MOHS; SALENA WOOD; DEBRA A. WOODARD; BARBARA BUCHHOLD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


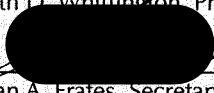
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ANDREW P THOME; DANA A. DRAGOY; KRISTAN L. LUCAS; PETER J. MOHS; SALENA WOOD; DEBRA A. WOODARD; BARBARA BUCHHOLD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 6<sup>th</sup> day of May, 2011.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Rodman A. Frates, Secretary/Treasurer

On this 6<sup>th</sup> day of May, 2011, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2012  
Commission #: 00005708



  
\_\_\_\_\_  
Notary Public


**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
5 day of April, 20 12.



  
\_\_\_\_\_  
Rodman A. Frates, Secretary/Treasurer