

RESOLUTION No. 2019-27

**RESOLUTION IN THE AWARDING OF CONTRACT**

**WHEREAS**, Franklin County did on June 18<sup>th</sup>, 2019, receive bids on Township Bridge Section 16-08129-00-BR and,

**WHEREAS**, the bid of the following Company was the lowest bid received for Section 16-08129-00-BR.

**THEREFORE, BE IT RESOLVED**, by the Members of the Franklin County Board that said County Board awards the contract as follows:

<b><u>SECTION</u></b>	<b><u>LOW BIDDER</u></b>	<b><u>AMOUNT</u></b>
TR 5 South County Line Road Section 16-08129-00-BR Frankfort Township	Dees, Inc. 2045 Winery Road West Frankfort, IL 62896	\$187,456.00

**STATE OF ILLINOIS)**


) SS.

**FRANKLIN COUNTY)**

I, Greg Woolard, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by stature, do hereby certify the foregoing to be a true, perfect, and complete copy of a resolution adopted by the Members of the Franklin County Board at its meeting held at Benton, Illinois, on June 18<sup>th</sup>, 2019 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Benton, Illinois, in said County this 18<sup>th</sup> day of June, 2019, A.D.

(SEAL)

  
FRANKLIN COUNTY CLERK



PROPOSAL SUBMITTED BY		
Dees, Inc		
Contractor's Name		
2045 Winery Road		
Street		P.O. Box
West Frankfort	IL	62896
City	State	Zip Code

STATE OF ILLINOIS  
 COUNTY Franklin  
Frankfort Road District  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE TR 5  
 SECTION NO. 16-08129-00-BR  
 TYPES OF FUNDS Township Bridge Program

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

**For Municipal Projects**  
 Submitted/Approved/Passed

Mayor  President of Board of Trustees  Municipal Official

\_\_\_\_\_

Date

**Department of Transportation**

Concurrence in approval of award

\_\_\_\_\_

Regional Engineer

\_\_\_\_\_

Date

**For County and Road District Projects**  
 Submitted/Approved

\_\_\_\_\_

Highway Commissioner

\_\_\_\_\_

Date

Submitted/Approved

\_\_\_\_\_

County Engineer/Superintendent of Highways

\_\_\_\_\_

Date

County 055/Franklin  
Local Public Agency Franklin County  
Section Number 16-08129-00-BR  
Route TR 5

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, Month and Year, between the \_\_\_\_\_ County of Franklin acting by and through its County Board known as the party of the first part, and Dees, 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 LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 16-08129-00-BR, in Franklin County, approved by the Illinois Department of Transportation on May 30, 2019, are essential documents of this Date contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: [Signature] Clerk  
(Seal)

The \_\_\_\_\_ County of Franklin  
By \_\_\_\_\_  
Party of the First Part

(If a Corporation)  
Corporate Name DEES, INC.  
By X [Signature] President Party of the Second Part

(If a Co-Partnership)

Attest: [Signature]  
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route TR 5
County Franklin
Local Agency Franklin County
Section 16-08129-00-BR

We, Dees, Inc.

a/an) [ ] Individual [ ] Co-partnership [X] Corporation organized under the laws of the State of IL
as PRINCIPAL, and The Ohio Casualty Insurance Company as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One hundred eighty seven thousand, four hundred fifty six dollars and 00/100

Dollars ( \$187,456.00 ), 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 15<sup>th</sup> day of July A.D. 2019

**PRINCIPAL**

Dees, Inc. \_\_\_\_\_ (Company Name) \_\_\_\_\_ (Company Name)  
By: X [Signature] \_\_\_\_\_ (Signature & Title) By: \_\_\_\_\_ (Signature & Title)  
Attest: Bret Dees \_\_\_\_\_ (Signature & Title) Attest: \_\_\_\_\_ (Signature & Title)

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

STATE OF ILLINOIS,  
COUNTY OF Williamson

I, Kimra L Brand, a Notary Public in and for said county, do hereby certify that  
Scott Dees and Bret Dees

(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 15<sup>th</sup> day of July A.D. 2019  
My commission expires 7/11/2022 Kimra L. Brand Notary Public  
**OFFICIAL SEAL**  
**KIMRA L. BRAND**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUL 11, 2022

**SURETY**

The Ohio Casualty Ins Co (Name of Surety) By: Kimra L Swalls (Signature of Attorney-in-Fact)

(SEAL)

STATE OF ILLINOIS,  
COUNTY OF Williamson

I, Kimra L Brand, a Notary Public in and for said county, do hereby certify that  
Kimra L Swalls

(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 15<sup>th</sup> day of July A.D. 2019  
My commission expires 7/11/2022 Kimra L. Brand Notary Public  
**OFFICIAL SEAL**  
**KIMRA L. BRAND**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES JUL 11, 2022

Approved this 18<sup>th</sup> day of JUNE, A.D. 2019

Attest: [Signature] \_\_\_\_\_  
Franklin County Clerk Franklin County Board (Awarding Authority)  
[Signature] \_\_\_\_\_ Kimra L Swalls (Chairman/Mayor/President)

**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. 7914391

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS That The Ohio Casualty Insurance Company is a corporation 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 Judith K. Riley, Marshall A. Sheffer, Jared Sheffer, Karna L. Swalls

all of the city of Herrin 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 17th day of October, 2017.



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

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

STATE OF PENNSYLVANIA ss.  
COUNTY OF MONTGOMERY

On this 17th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 David M. Carey, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 15th day of July, 2019



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-852-8240 between 9:00 am and 4:30 pm EST on any business day.