

RESOLUTION No. 2022-25

RESOLUTION IN THE AWARDING OF CONTRACT

WHEREAS, Franklin County did on July 27th, 2022, receive bids on Township Bridge Section 21-10127-00-BR and,

WHEREAS, the bid of the following Company was the lowest bid received for Section 21-10127-00-BR.

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

<u>SECTION</u>	<u>LOW BIDDER</u>	<u>AMOUNT</u>
TR 33 Kearney Road Section 21-10127-00-BR Northern Township	Dees, Inc. 2045 Winery Road West Frankfort, IL 62896	\$147,470

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 August 15th, 2022 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 15th day of August, 2022 A.D.

(SEAL)


FRANKLIN COUNTY CLERK



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
Franklin County	Franklin	TR 33 Kearney Road	21-10127-00-BR

Bond information to be returned to Local Public Agency at 13034 Oddfellows Lane, Benton, IL 62812
Complete Address

We, Dees, Inc.
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

The Ohio Casualty Ins Co, 136 N Third St, Hamilton, OH 45025
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
One hundred forty seven thousand four hundred seventy dollars

Dollars (\$147,470.00) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this 29th day of July, 2022
Day Month and Year

PRINCIPAL

Company Name
Dees, Inc.

Company Name

By
Signature & Title [Signature] Date 7-29-22

By
Signature & Title Date

Attest
Signature & Title [Signature] Date 7-29-22

Attest
Signature & Title Date

(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 IL
COUNTY OF FRANKLIN

I, Kasandra Bunch, a Notary Public in and for said county, do hereby certify that
Notary Name
Scot Dees and Bret Dees

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

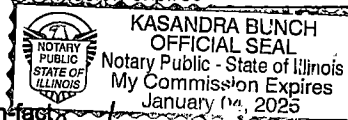
Given under my hand and notarial seal this 29th day of July, 2022
Day Month, Year

(SEAL)

Notary Public Signature

Kasandra Bunch

Date commission expires



SURETY

Name of Surety

The Ohio Casualty Insurance Company

Title, Attorney-in-fact

By: Karna L Swalls

STATE OF IL
COUNTY OF FRANKLIN

I, Kasandra Bunch, a Notary Public in and for said county, do hereby certify that
Notary Name
Karna L. Swalls

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

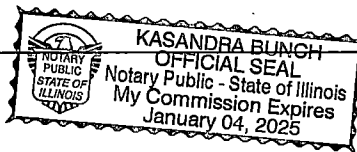
Given under my hand and notarial seal this 29th day of July, 2022
Day Month, Year

(SEAL)

Notary Public Signature

Kasandra Bunch

Date commission expires



Approved this 15th day of August, 2022
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Amy Nivala

Date

8/15/22

County

Local Public Agency Type

Clerk

Awarding Authority

Franklin County

Awarding Authority Signature

J. Jay Mun

Date

8/15/22



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.

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, Debra K. Hedrick; Jared Sheffer; Karna L. Swalls

Herrin IL

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 6th day of May, 2022.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 6th day of May, 2022 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
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 29th day of July, 2022.



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

NOT VALID FOR MORTGAGE, RATE, MAIL, FEE, INTEREST OR RESIDUAL VALUE GUARANTEES.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSIR@libertymutual.com

Local Public Agency	Local Street/Road Name	County	Section Number
Franklin County	TR 33 Kearney Road	Franklin	21-10127-00-BR

1. THIS AGREEMENT, made and concluded the 15th day of August, 2022 between the County of Franklin, known as the party of the first part, and Dees, Inc., its successor, and assigns, known as the party of the second part.

2. 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 this contract, the party of the second part agrees with said party of the first part, at its 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 contract.

3. 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 21-10127-00-BR in Franklin County, approved by the Illinois Department of Transportation on 07/13/22, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The County of Franklin

Clerk [Signature] Date 8/15/22

(SEAL)

Party of the First Part Date
By: [Signature] [Date]
(If a Corporation)

Corporate Name DEES, INC.

President, Party of the Second Part Date
By: [Signature] 7-29-22
(If a Limited Liability Corporation)

(SEAL)

LLC Name [Blank]

Manager or Authorized Member, Party of the Second Part
By: [Blank]

(If a Partnership)

Partner Date
[Blank] [Blank]

Partner Date
[Blank] [Blank]

Attest: Secretary [Signature] Date 7-29-22

(SEAL)

Partners doing Business under the firm name of Party of the Second Part
[Blank]

(If an individual)

Party of the Second Part Date
[Blank] [Blank]