

Ordinance No. 09- 60

**AN ORDINANCE APPROVING A CONTRACT
WITH KINNEY CONTRACTORS, INC.**

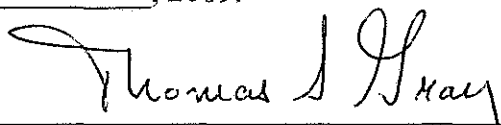
*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:*

SECTION 1: That a certain contract between the Village of Chatham and Kinney Contractors, Inc., which is attached hereto, is hereby approved.

SECTION 2: The President of the Village is authorized and directed to approve said contract on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreement by its terms.


SECTION 3: This Ordinance is effective immediately.

PASSED this 13 day of OCT., 2009.



VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES: 6 HERR, SCHATTENMAN, MAN, BOYCE, REYNOLDS, KAVANAGH
NAYS: 0
PASSED: 10-13-09
APPROVED: 10-13-09
ABSENT: 0

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

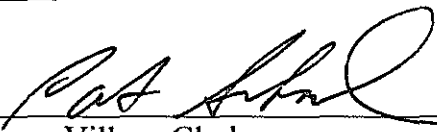
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 09- 60, adopted by the President and Board of Trustees of said Village on the 13 day of oct., 2009, said Ordinance being entitled:

**AN ORDINANCE APPROVING A CONTRACT
WITH KINNEY CONTRACTORS, INC.**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 13 day of oct., 2009.



Village Clerk

NOTICE OF AWARD

TO: KINNEY CONTRACTORS, INC.
19342 E. Frontage Road #1
Raymond, IL 62560-5061

Project Description: VILLAGE OF CHATHAM – KEMP INDUSTRIAL PARK – PHASE 2 IMPROVEMENTS.

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Notice to Bidders dated August 27, 2009.

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of \$ 314,498.80 or at the Proposal Unit Prices.

You are required by the Notice to Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Performance and Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bond and Certificates of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this 13th day of October, 2009.

VILLAGE OF CHATHAM

By: Thomas S. Gray
Title: VILLAGE PRESIDENT

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

this the _____ day of _____, 2009.

By _____

Title _____

NOTICE TO PROCEED

TO: KINNEY CONTRACTORS, INC.
19342 E. Frontage Road #1
Raymond, IL 62560-5061

DATE: October 13, 2009

**PROJECT VILLAGE OF CHATHAM – KEMP INDUSTRIAL PARK – PHASE 2
IMPROVEMENTS**

Your are hereby notified to commence WORK by **October 19, 2009**, in accordance with the CONTRACT dated **October 13, 2009**, and you are to complete the WORK within 75 Calendar days thereafter.

VILLAGE OF CHATHAM
OWNER

By: _____

Title: VILLAGE PRESIDENT

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed

is hereby acknowledged by:

this the _____ day of _____, 2009

By _____

Title _____

CONTRACT

1. THIS CONTRACT, made and concluded this _____ day of _____, 2009, between the **VILLAGE OF CHATHAM** acting by and through its **PRESIDENT** (herein referred to as **OWNER**), and **KINNEY CONTRACTORS, INC.** (herein referred to as **CONTRACTOR**).
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 **OWNER**, and according to the terms expressed in the Bond referring to these presents, the **CONTRACTOR** agrees with **OWNER** his/their/its own proper cost and expense to do all the **WORK** and to 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 the plans of this **CONTRACT** and the requirements of the **ENGINEER** under it.
3. And it is also understood and agreed that the Advertisement of Bids, Notice of Award, Notice to Proceed, Special Provisions, Proposal and Performance and Payment Bond hereto attached, and the Plans and Specifications for **VILLAGE OF CHATHAM – KEMP INDUSTRIAL PARK – PHASE 2 IMPROVEMENTS**, and all other documents attached hereto are all essential documents of this **CONTRACT** and are incorporated herein by reference.
4. **CONTRACTOR** shall maintain, at all times, at his/her/its sole expense, the types and amounts of insurance as set forth in the Special Provisions.
5. Prior to commencement of any work hereunder, **CONTRACTOR** shall furnish **OWNER** with Certificates of Insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall show (**VILLAGE OF CHATHAM**), its elected and appointed officers, agents, employees, (**Village President and Village Board**) and **Greene and Bradford, Inc.** as additional named insureds. Such certificates shall also contain the following statement: "The insurance covered by this certificate shall not be canceled or altered, except after at least ten (10) days written notice has been received by **OWNER**." All such insurance shall be "occurrence type" policies and shall not be "claims made" policies. Such Certificate shall indicate an effective date for at least the period of time covered by this Contract.
6. **CONTRACTOR** shall either 1) require each of its subcontractors to procure and maintain for the same period of time, Subcontractor's Public Liability, Vehicle Liability, Property Damage, and Worker's Compensation insurance of the type and in the same amounts and subject to the same requirements as set forth in the preceding paragraph, or 2) insure the activities of its subcontractors in its own policies.
7. **CONTRACTOR** shall protect, indemnify, hold and save harmless and defend the (**VILLAGE OF CHATHAM**), its officers, agents, employees, and (**Village President and Village Board**) from and against any and all loss, damages, liability, claims, costs, expenses (including but not limited to **OWNER'S** attorneys fees) causes of action and suits of any kind, nature or extent whatsoever on account of personal injuries or death or damages to property, of any kind, nature, or extent whatsoever, occurring, arising, incident to, or resulting from, directly or indirectly, from the performance by **CONTRACTOR**, its employees, agents or subcontractors of the work hereunder, provided, however, **CONTRACTOR** shall have no liability for matters caused by the sole negligence of the **OWNER**.

CONTRACT

8. Prior to any payment hereunder, CONTRACTOR shall furnish to OWNER all mechanic's lien waivers for all work, materials, apparatus, fixtures, machinery or labor furnished under this contract.

9. Prior to commencement of any work hereunder, CONTRACTOR shall furnish a signed Performance and Payment Bond in accordance with 30 ILCS 550/1 and 550/2 (1994 or most recent State Bar Edition).

10. CONTRACTOR guarantees all work performed and materials provided under this Contract for a period of two years from the date of acceptance by the OWNER and in the event any faulty materials or workmanship are found within this period, CONTRACTOR, at CONTRACTOR's sole expense, shall replace such materials and place in a satisfactory condition all such work when notified by the OWNER, all without expense to the OWNER.

11. CONTRACTOR hereby represents, warrants, and agrees that CONTRACTOR is an independent Contractor hereunder and neither it nor its employees or agents or subcontractors engaged in performing this Contract shall at any time during the performance hereof become employees or agent or subcontractors of the OWNER.

12. CONTRACTOR agrees that all his employees assigned to this particular work shall be paid fringe benefits and at the wage scale for each particular class of employment as is required by OWNER's Prevailing Wage Ordinance; and CONTRACTOR agrees to and shall fully comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 (1994 or most recent State Bar Edition). CONTRACTOR shall furnish to the OWNER proof of such compliance upon request of the OWNER, from time to time. CONTRACTOR shall not be entitle to any payment of funds under this Contract until such proof of compliance has been furnished OWNER.

13. CONTRACTOR agrees to and shall fully comply with the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts; and with the Equal Employment Opportunity Clause attached hereto, which is incorporated herein by reference. In the event of the CONTRACTOR's noncompliance with such provisions, the CONTRACTOR may be declared nonresponsible and therefore ineligible for future contracts or sub-contracts with the OWNER, the State of Illinois, or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

14. CONTRACTOR shall also comply with the Discrimination in Public Contracts Act, 775 ILCS 10/1 et. seq. (1994 or most recent State Bar Edition) and the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq. (1994 or most recent State Bar Edition) and the Preference to Citizens on Public Work Projects, 30 ILCS 560/1 et. seq. and the Veteran's Preference Act, 330 ILCS 55/1 et. seq. (1994 or most recent State Bar Edition); and any other applicable Federal or Illinois laws, statutes, rules or regulations or such from any other governmental entity.

CONTRACT

15. Upon completion of the work to the satisfaction of the OWNER and if so completed in compliance with the terms and provisions of this CONTRACT, OWNER shall pay CONTRACTOR the amount(s) due as reflected in CONTRACTORS bid proposal to the extent accepted by OWNER and as may be later modified by the mutual agreement of OWNER and CONTRACTOR; such payment(s) to be made at the times and in accordance with the terms and provisions not inconsistent herewith as is set forth in the current Standard Specifications for Water and Sewer Main Construction in Illinois and the "Standard Specifications for Road and Bridge Construction", prepared by the Illinois Department of Transportation and adopted, January 1, 2007, current Supplemental Specifications and Recurring Special Provisions and Illinois Manual on Uniform Traffic Control Devices, Current Edition.

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

VILLAGE OF CHATHAM
OWNER

Attest: _____
VILLAGE CLERK

By: _____
VILLAGE PRESIDENT

CONTRACTOR

(If a Corporation)

Corporate Name _____

By: _____
Its President

Attest

Its Secretary

(Affix Corporate Seal Here)

(If a Co-Partnership)

_____(SEAL)

_____(SEAL)

_____(SEAL)

All Partners Must Sign

CONTRACT

1. THIS CONTRACT, made and concluded this 13th day of October 2009, between the **VILLAGE OF CHATHAM** acting by and through its **PRESIDENT** (herein referred to as **OWNER**), and **KINNEY CONTRACTORS, INC.** (herein referred to as **CONTRACTOR**).
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 **OWNER**, and according to the terms expressed in the Bond referring to these presents, the **CONTRACTOR** agrees with **OWNER** his/their/its own proper cost and expense to do all the **WORK** and to 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 the plans of this **CONTRACT** and the requirements of the **ENGINEER** under it.
3. And it is also understood and agreed that the Advertisement of Bids, Notice of Award, Notice to Proceed, Special Provisions, Proposal and Performance and Payment Bond hereto attached, and the Plans and Specifications for **VILLAGE OF CHATHAM – KEMP INDUSTRIAL PARK – PHASE 2 IMPROVEMENTS**, and all other documents attached hereto are all essential documents of this **CONTRACT** and are incorporated herein by reference.
4. **CONTRACTOR** shall maintain, at all times, at his/her/its sole expense, the types and amounts of insurance as set forth in the Special Provisions.
5. Prior to commencement of any work hereunder, **CONTRACTOR** shall furnish **OWNER** with Certificates of Insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall show (**VILLAGE OF CHATHAM**), its elected and appointed officers, agents, employees, (**Village President and Village Board**) and **Greene and Bradford, Inc.** as additional named insureds. Such certificates shall also contain the following statement: "The insurance covered by this certificate shall not be canceled or altered, except after at least ten (10) days written notice has been received by **OWNER**." All such insurance shall be "occurrence type" policies and shall not be "claims made" policies. Such Certificate shall indicate an effective date for at least the period of time covered by this Contract.
6. **CONTRACTOR** shall either 1) require each of its subcontractors to procure and maintain for the same period of time, Subcontractor's Public Liability, Vehicle Liability, Property Damage, and Worker's Compensation insurance of the type and in the same amounts and subject to the same requirements as set forth in the preceding paragraph, or 2) insure the activities of its subcontractors in its own policies.
7. **CONTRACTOR** shall protect, indemnify, hold and save harmless and defend the (**VILLAGE OF CHATHAM**), its officers, agents, employees, and (**Village President and Village Board**) from and against any and all loss, damages, liability, claims, costs, expenses (including but not limited to **OWNER'S** attorneys fees) causes of action and suits of any kind, nature or extent whatsoever on account of personal injuries or death or damages to property, of any kind, nature, or extent whatsoever, occurring, arising, incident to, or resulting from, directly or indirectly, from the performance by **CONTRACTOR**, its employees, agents or subcontractors of the work hereunder, provided, however, **CONTRACTOR** shall have no liability for matters caused by the sole negligence of the **OWNER**.

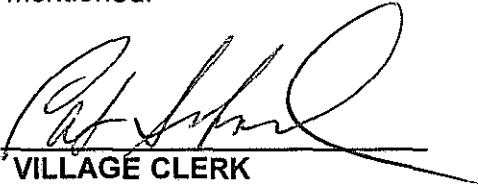
CONTRACT

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9. Prior to commencement of any work hereunder, CONTRACTOR shall furnish a signed Performance and Payment Bond in accordance with 30 ILCS 550/1 and 550/2 (1994 or most recent State Bar Edition).
10. CONTRACTOR guarantees all work performed and materials provided under this Contract for a period of two years from the date of acceptance by the OWNER and in the event any faulty materials or workmanship are found within this period, CONTRACTOR, at CONTRACTOR's sole expense, shall replace such materials and place in a satisfactory condition all such work when notified by the OWNER, all without expense to the OWNER.
11. CONTRACTOR hereby represents, warrants, and agrees that CONTRACTOR is an independent Contractor hereunder and neither it nor its employees or agents or subcontractors engaged in performing this Contract shall at any time during the performance hereof become employees or agent or subcontractors of the OWNER.
12. CONTRACTOR agrees that all his employees assigned to this particular work shall be paid fringe benefits and at the wage scale for each particular class of employment as is required by OWNER's Prevailing Wage Ordinance; and CONTRACTOR agrees to and shall fully comply with the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 (1994 or most recent State Bar Edition). CONTRACTOR shall furnish to the OWNER proof of such compliance upon request of the OWNER, from time to time. CONTRACTOR shall not be entitle to any payment of funds under this Contract until such proof of compliance has been furnished OWNER.
13. CONTRACTOR agrees to and shall fully comply with the Illinois Fair Employment Practices Act and the Fair Employment Practices Commission's Rules and Regulations for Public Contracts; and with the Equal Employment Opportunity Clause attached hereto, which is incorporated herein by reference. In the event of the CONTRACTOR's noncompliance with such provisions, the CONTRACTOR may be declared nonresponsible and therefore ineligible for future contracts or sub-contracts with the OWNER, the State of Illinois, or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
14. CONTRACTOR shall also comply with the Discrimination in Public Contracts Act, 775 ILCS 10/1 et. seq. (1994 or most recent State Bar Edition) and the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq. (1994 or most recent State Bar Edition) and the Preference to Citizens on Public Work Projects, 30 ILCS 560/1 et. seq. and the Veteran's Preference Act, 330 ILCS 55/1 et. seq. (1994 or most recent State Bar Edition); and any other applicable Federal or Illinois laws, statutes, rules or regulations or such from any other governmental entity.

CONTRACT

15. Upon completion of the work to the satisfaction of the OWNER and if so completed in compliance with the terms and provisions of this CONTRACT, OWNER shall pay CONTRACTOR the amount(s) due as reflected in CONTRACTORS bid proposal to the extent accepted by OWNER and as may be later modified by the mutual agreement of OWNER and CONTRACTOR; such payment(s) to be made at the times and in accordance with the terms and provisions not inconsistent herewith as is set forth in the current Standard Specifications for Water and Sewer Main Construction in Illinois and the "Standard Specifications for Road and Bridge Construction", prepared by the Illinois Department of Transportation and adopted, January 1, 2007, current Supplemental Specifications and Recurring Special Provisions and Illinois Manual on Uniform Traffic Control Devices, Current Edition.

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

Attest: 
VILLAGE CLERK

VILLAGE OF CHATHAM

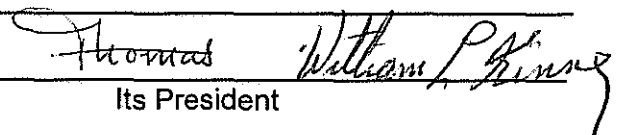
OWNER
By: 
VILLAGE PRESIDENT

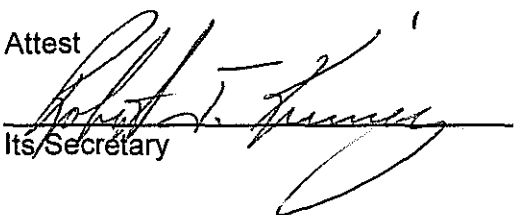


CONTRACTOR

(If a Corporation)

Corporate Name KINNEY CONTRACTORS INC

By: 
Its President

Attest

Its Secretary

(Affix Corporate Seal Here)

(If a Co-Partnership)

_____(SEAL)

_____(SEAL)

_____(SEAL)

All Partners Must Sign

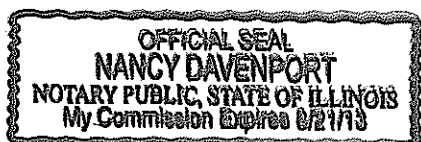
**CORPORATE CONTRACT
(If a Corporation)**

STATE OF ILLINOIS)
) SS
COUNTY OF MONTGOMERY)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that WILLIAM L KINNEY, personally known to me to be the President of the KINNEY CONTRACTORS INC corporation, and ROBERT J. KINNEY, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of OCTOBER 2009.

Nancy Davenport
Notary Public



**INDIVIDUAL or PARTNERSHIP CONTRACT
(If an Individual or Co-Partnership)**

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, individually, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ___he signed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 2009

Notary Public

PROPOSAL

TO THE OWNER, Village of Chatham

1. Proposal of: Kinney Contractors, Inc.
19342 E. Frontage Rd.
Raymond, Il 62560

for the improvement known as: **VILLAGE OF CHATHAM**
Kemp Industrial Park – Phase 2
TIF Improvements

2. The Plans for the proposed Work are those prepared by:

Greene & Bradford, Inc.
3501 Constitution Drive
Springfield, IL 62707
217-793-8844

which Plans are designated as:

Kemp Industrial Park – Phase 2 TIF Improvements
Dated: August 27, 2009

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways". The "Standard Specification for Water and Sewer Main Construction in Illinois" Fifth Edition, dated May 1996, and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of 2009 Walnut Street TIF Improvements, in the Village of Chatham, Sangamon County. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
4. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications and the Special Provisions, and that he has inspected in detail the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

5. Accompanying this Proposal is a ten percent (10%) Bid Bond, Bank Draft, Bank Cashier's Check, or Certified Check, complying with the requirements of the specifications, made payable to: **Village of Chatham**. The amount of the check or draft is _____
- _____
- (\$ _____). If this proposal is accepted and the undersigned shall fail within 10 days from the date of Notice of Award to execute and deliver to the Owner the required Performance and Payment Bond and fails to deliver the required Certificates of Insurance to the Owner, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of said failures; otherwise said check or draft shall be returned to the undersigned.
6. The undersigned submits herewith his Schedule of Prices covering the work to be performed under this Contract. This project may be deducted per unit prices to match Village funds.
7. All staking will be furnished by the Owner's Engineer.
8. Any contract awarded under this Invitation for Bids is expected to be funded by a grant from the State of Illinois. Neither the State of Illinois nor any of its departments, agencies or employees is or will be a party to this Invitation for Bids or any resulting contract.
9. By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
- a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

SCHEDULE OF PRICES
VILLAGE OF CHATHAM
KEMP INDUSTRIAL PARK – PHASE 2 TIF IMPROVEMENTS
G&B# 09001.06 08-27-09 (Revised 9-9-09)

ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1. EARTH EXCAVATION	2,320	CU YD	13.00	30,160.00
2. TRENCH BACKFILL	126	CU YD	33.00	4,158.00
3. PORTLAND CEMENT CONCRETE PAVEMENT 9"	1,645	SQ YD	58.00	95,410.00
4. COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	851	FOOT	24.00	20,424.00
5. PAVEMENT REMOVAL (INCLUDING C&G)	7	SQ YD	8.00	56.00
6. DRIVEWAY PAVEMENT REMOVAL	163	SQ YD	9.00	1,467.00
7. PORTLAND CEMENT CONCRETE DRIVEWAY, 8 INCH	507	SQ YD	53.00	26,871.00
8. PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH	3,463	SQ FT	5.60	19,392.80
9. HANDICAP DOMES	4	EACH	36.00	144.00
10. TEMPORARY EROSION CONTROL SEEDING	1	L SUM	1200.00	1200.00
11. AGGREGATE FOR TEMPORARY ACCESS	75	TONS	28.00	2,100.00
12. TREE/BUSHES REMOVAL	1	L SUM	2200.00	2,200.00
13. STONE RIPRAP, CLASS A4	5	TON	55.00	275.00
14. FILTER FABRIC	8	SQ FT	5.00	40.00
15. STORM SEWERS, CLASS A, TYPE 1 6"	83	FOOT	17.00	1,411.00
16. STORM SEWERS, CLASS A, TYPE 1 12"	107	FOOT	24.00	2,568.00
17. STORM SEWERS, CLASS A, TYPE 1 15"	271	FOOT	28.00	7,588.00
18. STORM SEWERS, CLASS A, TYPE 1 18"	94	FOOT	34.00	3,196.00
19. STORM SEWERS, CLASS A, TYPE 1 24"	202	FOOT	40.00	8,080.00
20. INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	1000.00	2,000.00
21. INLETS, TYPE A, TYPE 23 FRAME AND GRATE	2	EACH	1000.00	2,000.00
22. INLETS, TYPE B, TYPE 1 FRAME, CLOSED LID	2	EACH	1600.00	3,200.00
23. INLETS, TYPE B, TYPE 3 FRAME AND GRATE	1	EACH	1800.00	1,800.00
24. MANHOLES, TYPE A, 4' DIAMETER. TYPE 3 FRAME AND GRATE	2	EACH	2400.00	4,800.00
25. PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	1	EACH	900.00	900.00
26. GRATING FOR CONCRETE FLARED END SECTION 24"	1	EACH	900.00	900.00
27. 4' WIDE PAVED SWALE	585	FOOT	27.00	15,795.00
28. EROSION CONTROL	1	L SUM	4000.00	4,000.00
29. 12" SANITART SEWER (ALL DEPTHS)	640	FOOT	25.00	16,000.00
30. MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	2400.00	7,200.00
31. MANHOLE CONNECTION	1	L SUM	1200.00	1,200.00
32. 6" SERVICE SEWER	191	FOOT	12.00	2,292.00

WKR

50 Yds

ITEM	QTY	UNIT	UNIT PRICE	TOTAL PRICE
33. 12" PLUG	1	EACH	270.00	270.00
34. ADDITIONAL DEPTH	11.8	VERT FT	120.00	1416.00
35. 8" WATER MAIN	874	FOOT	15.00	13,110.00
36. 8" GATE VALVE W/ VALVE BOX	1	EACH	1400.00	1400.00
37. 6" GATE VALVE W/ VALVE BOX	1	EACH	1150.00	1150.00
38. 8"X8"X8" PIPE TEE	1	EACH	700.00	700.00
39. 8"X6 REDUCER	1	EACH	600.00	600.00
40. 6" 3-WAY FIRE HYDRANT	1	EACH	2500.00	2500.00
41. WATER MAIN CONNECTION	1	L SUM	3000.00	3000.00
42. REMOVE 8" PLUG	1	EACH	500.00	500.00
43. REMOVE EXISTING F.H.	1	EACH	500.00	500.00

GRAND TOTAL

314,498.80

This Proposal is based on the following addenda: 1 & 2
 9/9/09, 10/1/09

**** The Village of Chatham desires that the paving be completed by December 31, 2009 with a start date of October 14, 2009.****

(If an Individual)

Signature of Bidder _____

Business Address:

(S E A L)

(If a Partnership)
Name

Firm _____

Signed By _____

(S E A L)

Business Address:

(Insert names and
addresses of all partners
of the firm)

(If a Corporation)

Corporation Name Kinney Contractors, Inc.

Signed By William L. Kinney

President

(S E A L)

Business Address:

19342 E. Frontage Road
Raymond, IL 62560

(Insert names of Officers)

President

William L. Kinney

Secretary

Robert J. Kinney

Treasurer

William L. Kinney

Attest:

Robert J. Kinney
Secretary

NOTICE OF AWARD

TO: KINNEY CONTRACTORS, INC.
19342 E. Frontage Road #1
Raymond, IL 62560-5061

Project Description: **VILLAGE OF CHATHAM – KEMP INDUSTRIAL PARK – PHASE 2 IMPROVEMENTS.**

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Notice to Bidders dated **August 27, 2009.**

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of **\$ 314,498.80** or at the Proposal Unit Prices.

You are required by the Notice to Bidders to execute the CONTRACT and furnish the required CONTRACTOR'S Performance and Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bond and Certificates of Insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this 13th day of **October, 2009.**

VILLAGE OF CHATHAM
By: Thomas S Gray
Title: **VILLAGE PRESIDENT**

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award
is hereby acknowledged by:

this the 20 day of OCT, 2009.

By William L Kinney

Title PRESIDENT



NOTICE TO PROCEED

TO: KINNEY CONTRACTORS, INC.
19342 E. Frontage Road #1
Raymond, IL 62560-5061

DATE: October 13, 2009

PROJECT VILLAGE OF CHATHAM – KEMP INDUSTRIAL PARK – PHASE 2 IMPROVEMENTS

You are hereby notified to commence WORK by **October 19, 2009**, in accordance with the CONTRACT dated **October 13, 2009**, and you are to complete the WORK within 75 **Calendar** days thereafter. *WEATHER PERMITTING. wlk*

VILLAGE OF CHATHAM
OWNER
By: Thomas S. Gray
Title: **VILLAGE PRESIDENT**

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed

is hereby acknowledged by:

this the 20 day of OCT, 2009

By: William L. Kinney

Title: PRESIDENT



Section 00610
Performance Bond

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

CONTRACTOR (Name and address):

Kinney Contractors Inc
19342 E Frontage Road #1
Raymond, IL 62560-5061

SURETY (Name and Principal Place of Business):

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

OWNER (Name and address):

Village of Chatham
116 East Mulberry
Chatham, IL 62629

CONTRACT

Date: 10-13-09
Amount: \$314,498.80
Description (Name and Location): Kemp Industrial Park - Phase 2 TIF Improvements

BOND

Date (Not earlier than Contract Date): 10-13-09
Amount: \$314,498.80
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Kinney Contractors Inc

Signature: William L Kinney
Name and Title: William L Kinney President

SURETY

Company: (Corp. Seal)

United Fire & Casualty Company

Signature: Ronald A. Koopman
Name and Title: Ronald A. Koopman, Attorney-in-fact
(Attach Power of Attorney)

Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

ICCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects. Converted to form by J.L. Hubbard Insurance and Bonds.

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

If CONTRACTOR performs the Contract, Surety and CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

If there is no OWNER Default, Surety's obligation under this Bond shall arise later:

- 3.1. OWNER has notified CONTRACTOR and Surety at the addresses described in paragraph 10 below, that OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If OWNER, CONTRACTOR and Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
- 3.2. OWNER has declared a CONTRACTOR Default and formally terminated CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after CONTRACTOR and Surety have received notice as provided in paragraph 3.1; and
- 3.3. OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

When OWNER has satisfied the conditions of paragraph 3, Surety shall promptly and at the Surety's expense take one of the following actions:

- 4.1. Arrange for CONTRACTOR, with consent of OWNER, to perform and complete the Contract or
- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by OWNER and contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract and pay to OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract price incurred by OWNER resulting from CONTRACTOR Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to OWNER and, as soon as practicable after the amount is determined, tender payment therefor to OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify OWNER citing reasons therefor.

If Surety does not proceed as provided in paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from OWNER to Surety demanding that Surety perform its obligations under this Bond, and OWNER shall be entitled to enforce any remedy available to OWNER. If the Surety proceeds as provided in paragraph 4.4. and OWNER refuses the payment tendered or Surety has denied

FOR INFORMATION ONLY-Name Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party)

liability, in whole or in part, without further notice OWNER shall be entitled to enforce any remedy available to OWNER.

6. After OWNER has terminated CONTRACTOR's right to complete the Contract, and if Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to OWNER shall not be greater than those of CONTRACTOR under the Contract, and the responsibilities of OWNER to Surety shall not be greater than those of OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of CONTRACTOR for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of Surety under paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of CONTRACTOR.

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

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

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

10. Notice to Surety, OWNER or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by OWNER to CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to CONTRACTOR of any amounts received or to be received by OWNER in settlement of insurance or other Claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between OWNER and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of OWNER, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

SECTION 00615
Payment Bond
Bond # 54-179649

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

CONTRACTOR (Name and address):

Kinney Contractors Inc
9342 E Frontage Road #1
Raymond, IL 62560-5061

SURETY (Name and Principal Place of Business):

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

OWNER (Name and address):

Village of Chatham
116 East Mulberry
Chatham, IL 62629

CONTRACT

Date: 10-13-09
Amount: \$314,498.80
Description (Name and Location): Kemp Industrial Park - Phase 2 TIF Improvements

BOND

Date (Not earlier than Contract Date): 10-13-09
Amount: \$314,498.80
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be fully executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Kinney Contractors Inc
Signature: William L Kinney
Name and Title: William L Kinney President

SURETY

Company: _____ (Corp. Seal)
United Fire & Casualty Company
Signature: Ronald A Koopman
Name and Title: Ronald A. Koopman, Attorney-in-fact
(Attach Power of Attorney)

Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corp. Seal)
Signature: _____
Name and Title: _____

ICDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.
Converted to form by J.L. Hubbard Insurance and Bonds.

CONTRACTOR and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

With respect to the Owner, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified CONTRACTOR and Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to CONTRACTOR and Surety, and provided there is no OWNER Default.

With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to CONTRACTOR and sent a copy, or notice thereof, to OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from CONTRACTOR by which CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to CONTRACTOR.

If a notice by a Claimant required by paragraph 4 is given by OWNER to CONTRACTOR or to Surety, that is sufficient compliance.

When a Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

3. Amounts owed by OWNER to CONTRACTOR under the Contract shall be used for performance of the Contract and to satisfy claims, if any, under any performance Bond. By CONTRACTOR furnishing and OWNER accepting this bond, they agree that all funds earned by CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of CONTRACTOR and Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to OWNER, Claimants or others for obligations of CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph as void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, OWNER or CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, OWNER or CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a first - tier Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of CONTRACTOR and CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between OWNER and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of OWNER, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint KEVIN J. BREHENY, OR RANDY S. CANNADY, OR RONALD A. KOOPMAN, OR TIM R. PATTON, OR LINDA L. HOPKINS, ALL INDIVIDUALLY OF FORSYTH IL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of September, 2008



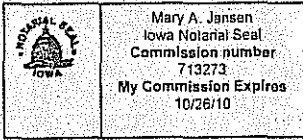
UNITED FIRE & CASUALTY COMPANY

By 
Vice President

State of Iowa, County of Linn, ss:

On 1st day of September, 2008, before me personally came Dennis J. Richmann

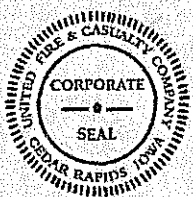
to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



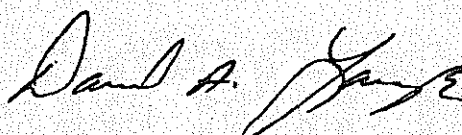


Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 13th day of October 2009.



Secretary