SPECIAL PROVISIONS

INTENT

It is the intention of these specifications to describe the work involved to repair the roadway at Lawrence Park, including installation of a drainage culvert and miscellaneous items in accordance with the plans and notes for this project.

All parts not specifically mentioned in the scope of these requirements which are necessary to provide the work as described shall be furnished and included by the successful bidder. Specifications referred to are the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 by the Illinois Department of Transportation.

TRAFFIC CONTROL PLAN

Traffic control shall be in accordance with the applicable section of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in The Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 of the Standard Specifications for Road and Bridge Construction and the following:

All streets, driveways, and sidewalks open to traffic shall be kept in a condition satisfactory to the engineer to allow for residents, land owners, and other traffic. Damage through any action of the contactor to any of these facilities within the project limits shall be repaired at no additional cost to the contract. Short-term closures of entrances and drives shall be coordinated with the property owners.

Staging area, equipment storage, and parking of contractor's vehicles and work vehicles shall be limited to construction work areas. Accommodating through traffic and property owner access is required by the contractor in these areas. Disturbed areas shall be replaced to their pre-construction condition at no additional cost to the contract.

The contractor shall notify in writing Wendler Engineering Services, inc. and the Sterling Park District at least 14 calendar days prior to the start of construction and phase changes. Verbal notification is also required 48 hours prior to the initial start of work on this contract.

The surface course lift of pavement and related work using traffic control under Standard 701201-03, 701901-01, 701301-03 and 701306-02.

The contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become worn or damaged to the extent that it no longer conforms to the shape, dimensions, color or operational requirements of the MUTCD, and the traffic standards, or will no longer present a clear appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement. If, in the opinion of the engineer, the traffic control devices are not acceptable in appearance they shall be repaired or replaced, upon notice from the engineer, to his satisfaction within 24 hours.

When covering existing signs, no tape shall be used on the reflective portion of the sign. Contact the IDOT District sign shop for covering techniques.

The cost of all traffic control required by these Special Provisions and the Standards included in the plans will be considered incidental to the various pay items.

HMA SURFACE REMOVAL – VARIABLE DEPTH

This work shall consist of the partial depth removal of existing hot-mix asphalt (HMA) surfaces in preparation for subsequent resurfacing in accordance with applicable sections of Article 440 of the Standard Specifications. The existing HMA surface shall be removed to the depth specified in the plans with provisions made for satisfactory transitions between replacements and the portions remaining in place.

The Owner and Engineer shall locate all butt joints. Feathered joints are permitted only at approved locations.

The contractor shall dispose of the materials resulting from this work in accordance with Article 440.06.

This work shall be measured for payment in place and the area computed in square yards.

HMA SURFACE COURSE

This work shall consist of constructing hot-mix asphalt (HMA) surface course on a prepared base to the minimum compacted thickness as shown on the plans in accordance with applicable section of Article 440 of the Standard Specifications.

The Contractor shall place HMA overlay into side roads at the discretion of the owner.

The HMA surfacing will be paid for at the contract unit price per ton for HMA SURFACE COURSE, IL9.5, N30, Mix C placed on the streets mainline and side road.

SWEEPING

The existing asphalt surfaces shall be surface dry, free from dust and other foreign materials, and any vegetation growing in the surface shall be skimmed off and the roots killed prior to applying the bituminous materials. This work shall be considered incidental to the contract.

PREPARATION OF EXISTING SURFACES

The work in connection with the repair and preparation of existing surfaces for subsequent construction of a hot mix asphalt overlay shall be in accordance with applicable sections of Article 358 of the Standard Specifications.

The contractor shall repair existing potholes by sawcutting removal limits identified by the engineer, remove the existing material within the sawcut area to a depth of 10 inches, install 8 inches of a CA 06 aggregate thoroughly compacted by pneumatic tired roller or hand tamper as directed by the engineer, apply bituminous materials prime to the prepared base, and then apply 2 inch compacted hot mix asphalt binder course to the patched area. A final 2" of hot mix asphalt surface course will be placed on the entire roadway.

Sawcutting the removal limits and removing the existing material at pothole locations and blading and shaping the existing roadway to bring them to a smooth grade and proper crown shall be paid at the contract unit price per Square Yard for PREPARATION OF BASE.

Additional CA 06 aggregate required for the pot hole repair and for shaping the existing aggregate surfaces shall be paid for at the contract unit price per Ton for AGGREGATE BASE REPAIR.

Hot mix asphalt binder material used to cap the repaired area shall be paid at the contract unit price per Ton for HMA SC IL9.5, N30, Mix C.

PIPE CULVERT INSTALLATION

Pipe Culverts shall be installed in accordance with Article 542 of the Standard Specifications. Sawcutting excavating the trench, providing approved bedding, and approved controlled low strength backfill shall be included in the contract unit price per Foot for PIPE CULVERT.

Connecting the pipe culvert to the catch basin shall be considered incidental to the CATCH BASIN pay item.

SCHEDULE OF QUANTITIES- BASE BID

LOCATION	AREA	HMA SURFACE COURSE, IL9.5, MIX "C", N3O	BITUMINOUS MATERIALS (PRIME COAT)
		118 lbs/in – sq yd	0.10 gal/sq yd – asphalt
			0.50 gal/sq yd - Agg

	SQ YD	TON	GALLON
Lawrence Park Roads			
Mainline – Agg	1437	170	699
Mainline – Asphalt	3373	398	337
Radius	497	59	49
Crown correction		93	
Pot Holes	42	5	21

TOTALS	5349	725	1106

AGGREGATE BASE REPAIR

Location	Depth Inches	Area Sq Yd	Ton
Mainline – Agg	3	1437	251
Potholes	8	42	19
		TOTAL	270 ton

PREPARATION OF BASE

Location	Area Sq yd
Mainline – Agg	1437
Potholes	42
TOTAL	1479 sq. yd.

Quantities shown are estimated. Contractor shall place HMA Overlay into side roads at the discretion of the Engineer. The Engineer and Park District shall locate butt-joints. Feathered joints are permitted only at the approved locations.

SCHEDULE OF QUANTITIES

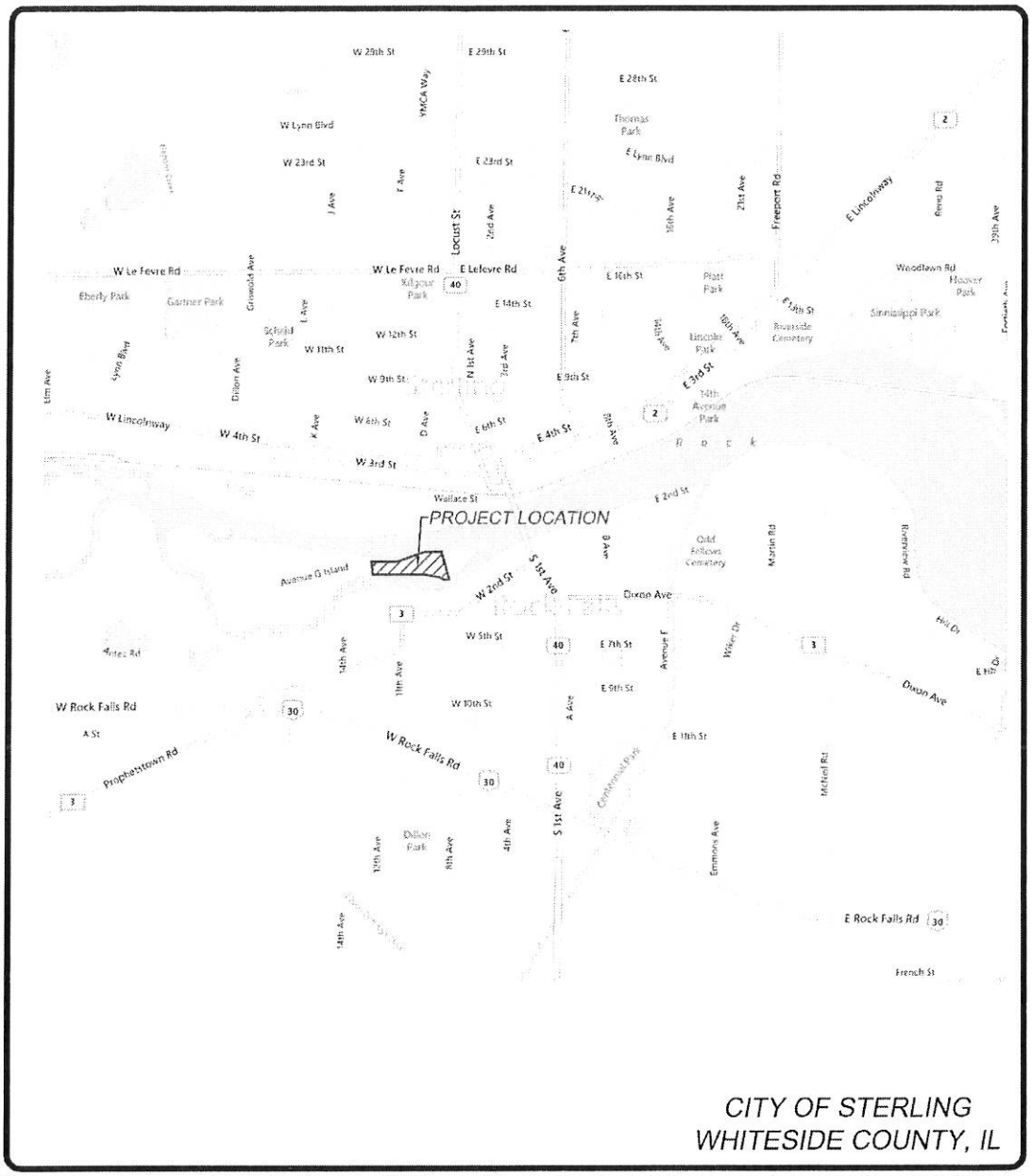
ALTERNATE A

LOCATION	CATCH BASIN, TYPE C W/T-8 GRATE	PIPE CULVERT CLASS A, TYPE A
	EACH	FOOT
Park Entrance – South	1	90

ALTERNATE B

LOCATION	AREA	EARTH EXCAVATION	AGGREGATE BASE COURSE, TYPE B	HMA SURFACE COURSE, IL9.5 MIX C, N30 112 lbs/in- sq yd	BITUMINOUS MATERIALS (PRIME COAT) 0.10 gal/sq yd – asphalt 0.50 gal/sq yd – AGG
	SQ YD	CU YD	TON	TON	GAL
Park Entrance – South	712	238	333	160	427
Park Entrance – North	725	242	338	162	435
TOTAL	**1437**	**480**	**671**	**322**	**862**

Quantities shown are estimated. Contractor shall place HMA Overlay into side roads at the discretion of the Engineer. The Engineer and Park District shall locate butt-joints. Feathered joints are permitted only at the approved locations.



CITY OF STERLING
WHITESIDE COUNTY, IL

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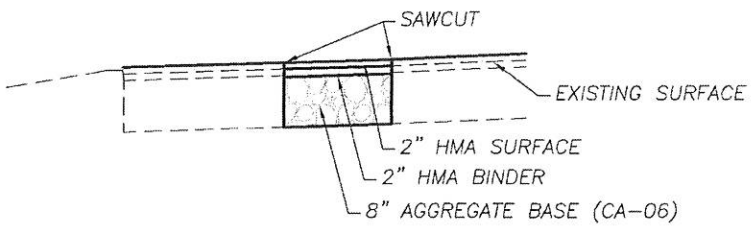
wendler
wendler engineering services, inc.
GROUNDBREAKING SOLUTIONS
engineers · surveyors · scientists
www.wendlergs.com ph: 815.288.2261
Illinois Professional Design Firm No. 184-000848

DATE:	07/08/2013
JOB NO.	2130162
DESIGNED BY:	DAW
DRAWN BY:	BDS
DRAWING NAME:	LOCATION

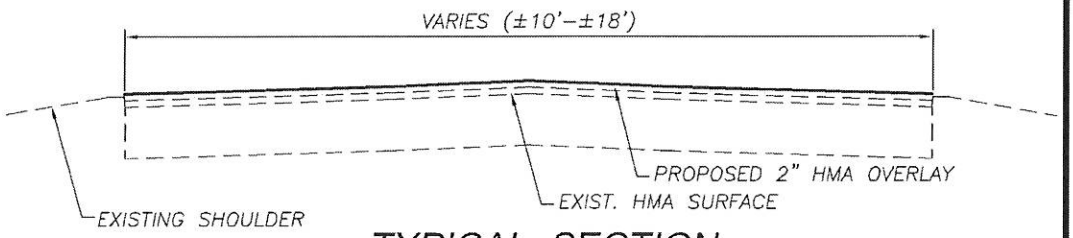
REVISIONS

LOCATION MAP
OF
ROADWAY REPAIR
LAWRENCE PARK ROAD
FOR
STERLING PARK DISTRICT



TYPICAL SECTION

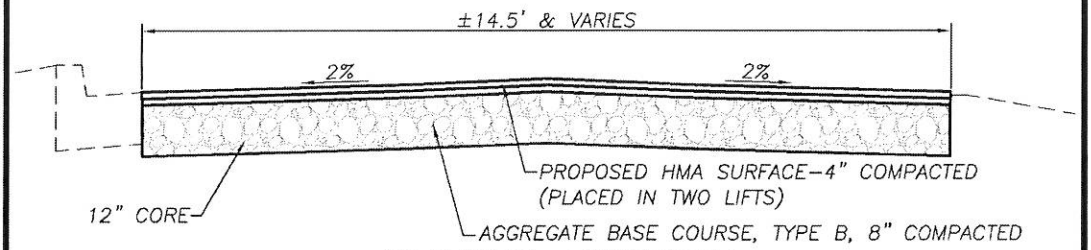
POTHOLE REPAIR



TYPICAL SECTION

BASE BID

LAWRENCE PARK ROADS



TYPICAL SECTION

ALTERNATE B

LAWRENCE PARK ROADS

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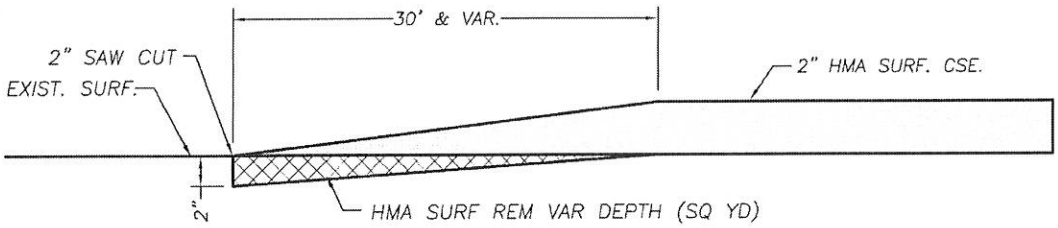
engineers · surveyors · scientists
www.wendlergs.com ph: 815.288.2261
Illinois Professional Design Firm No. 184-000848

DATE:	07/08/2013
JOB NO.	2130162
DESIGNED BY:	DAW
DRAWN BY:	BDS
DRAWING NAME:	LOCATION

REVISIONS

DETAILS
OF
ROADWAY REPAIR
LAWRENCE PARK ROAD
FOR
STERLING PARK DISTRICT



BUTT JOINT DETAIL

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Illinois Professional Design Firm No. 184-000848

DATE:	07/08/2013
JOB NO.	2130162
DESIGNED BY:	DAW
DRAWN BY:	BDS
DRAWING NAME:	LOCATION

REVISIONS

DETAILS
OF
ROADWAY REPAIR
LAWRENCE PARK ROAD
FOR
STERLING PARK DISTRICT

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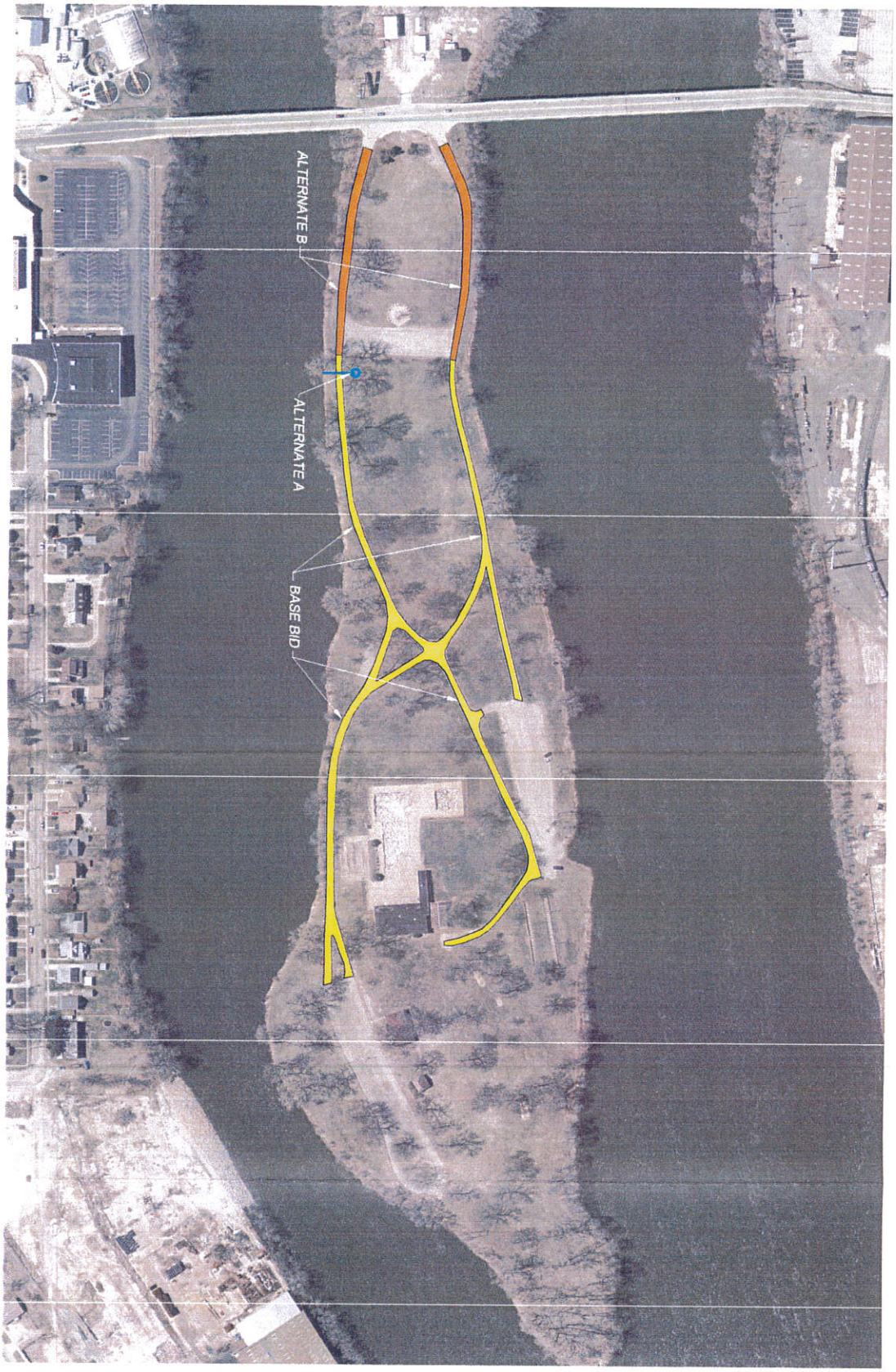

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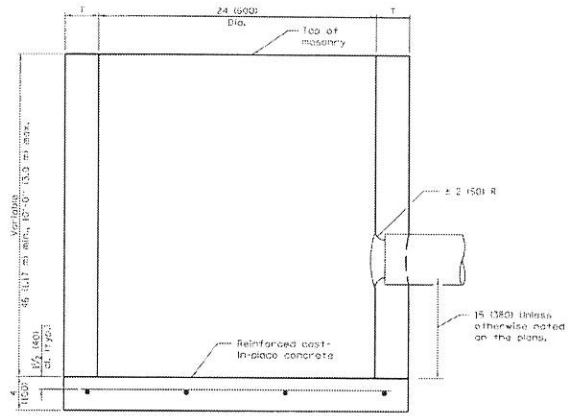
www.wendlergs.com ph: 815.288.2261
Illinois Professional Design Firm No. 184-000848

DATE:	07/08/2013
JOB NO.	2130162
DESIGNED BY:	DAW
DRAWN BY:	BDS
DRAWING NAME:	location.dwg

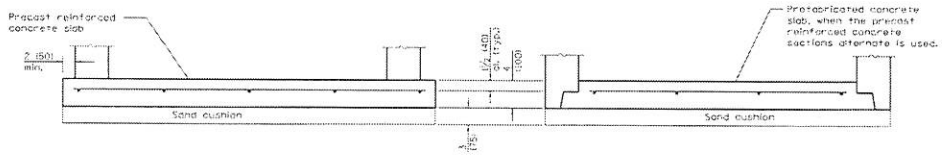
REVISIONS

OVERALL PLAN
OF
ROADWAY REPAIR
LAWRENCE PARK ROAD
FOR
STERLING PARK DISTRICT



ELEVATION

ALTERNATE MATERIALS FOR WALLS	T (min)
Precast Reinforced Concrete Section	3 (75)
Concrete Masonry Unit	5 (125)
Cast-in-Place Concrete	6 (150)
Brick Masonry	8 (200)



ALTERNATE BOTTOM SLAB

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.27 sq. in./ft. (570 sq. mm/m) in both directions with a maximum spacing of 9 (230).

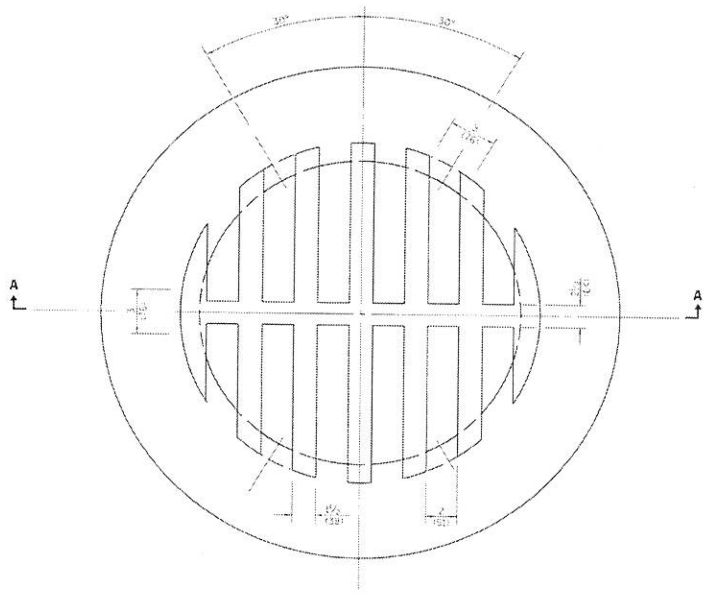
Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

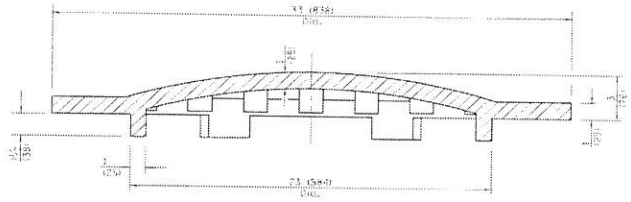
DATE	REVISIONS
1-13	Detailed rebar in slabs.
	Added max. limit to height.
	Added general notes.
1-13	Switched units to
	English (metric).

CATCH BASIN TYPE C

STANDARD 602011-02



CAST GRATE



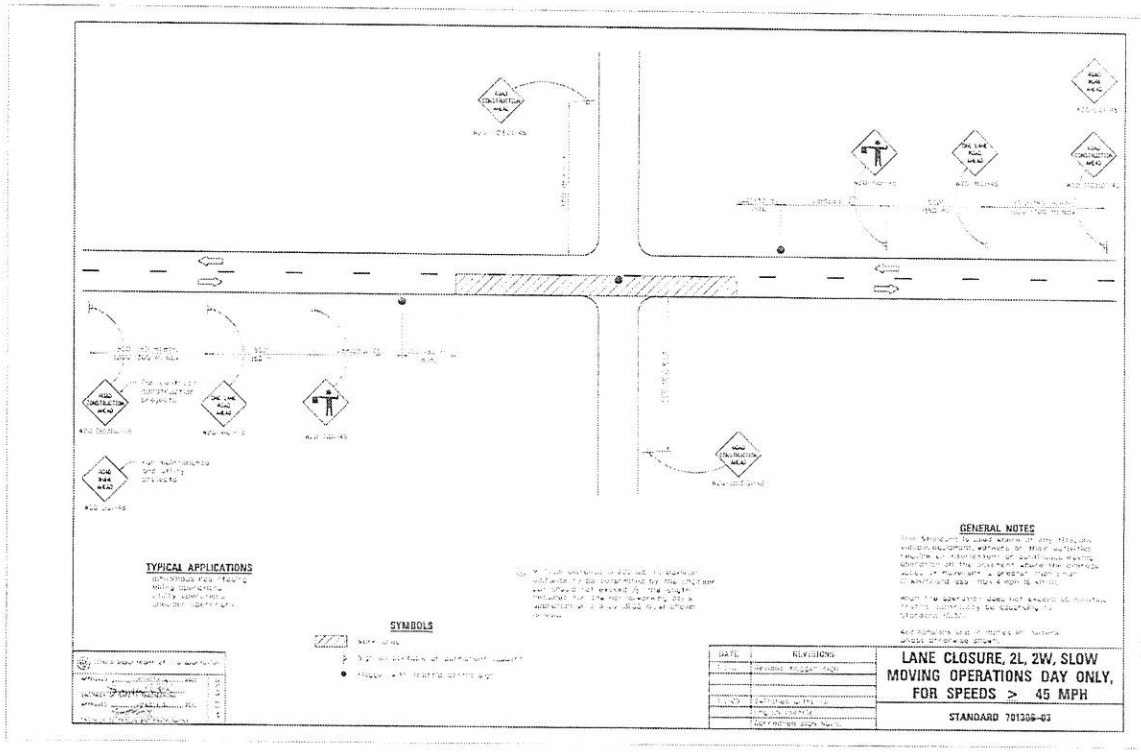
SECTION A–A

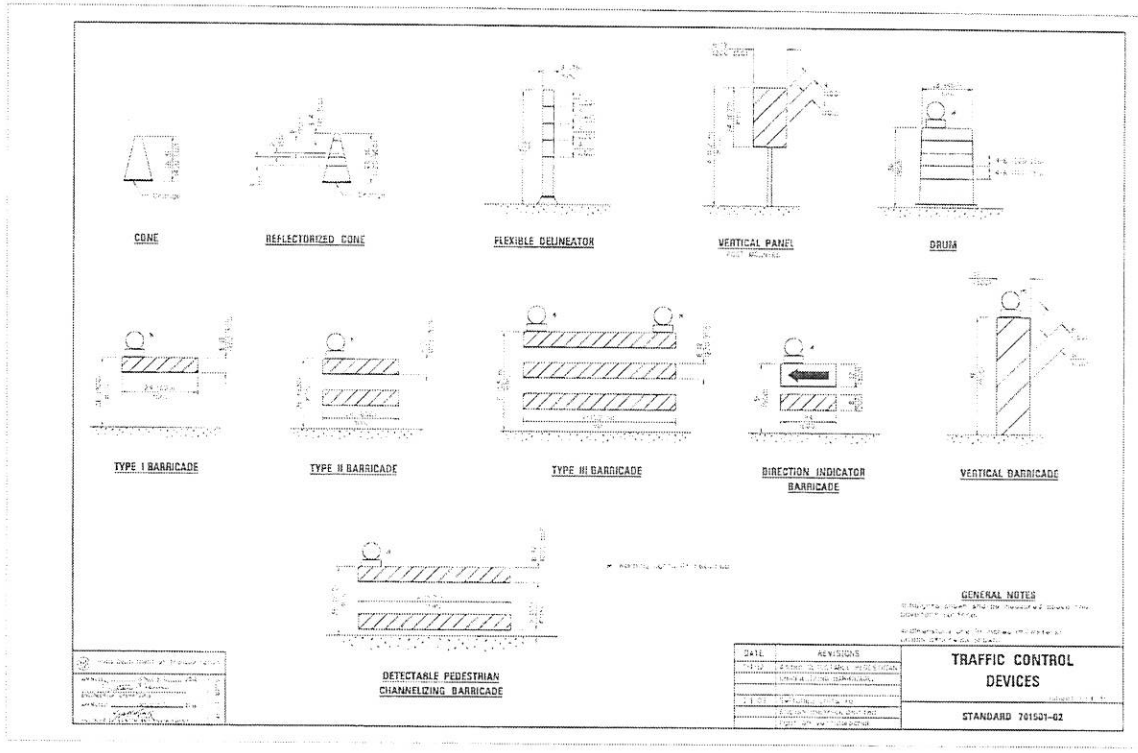
All dimensions are in inches (millimeters) unless otherwise shown.

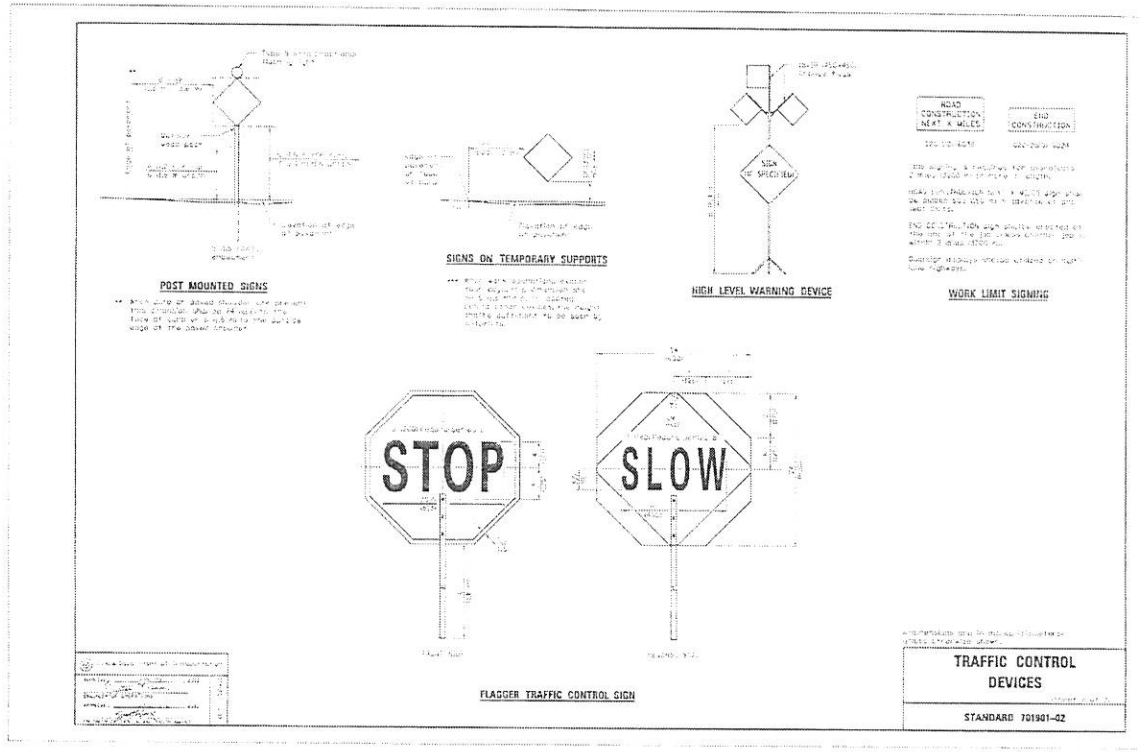
DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-04	Removed weights.

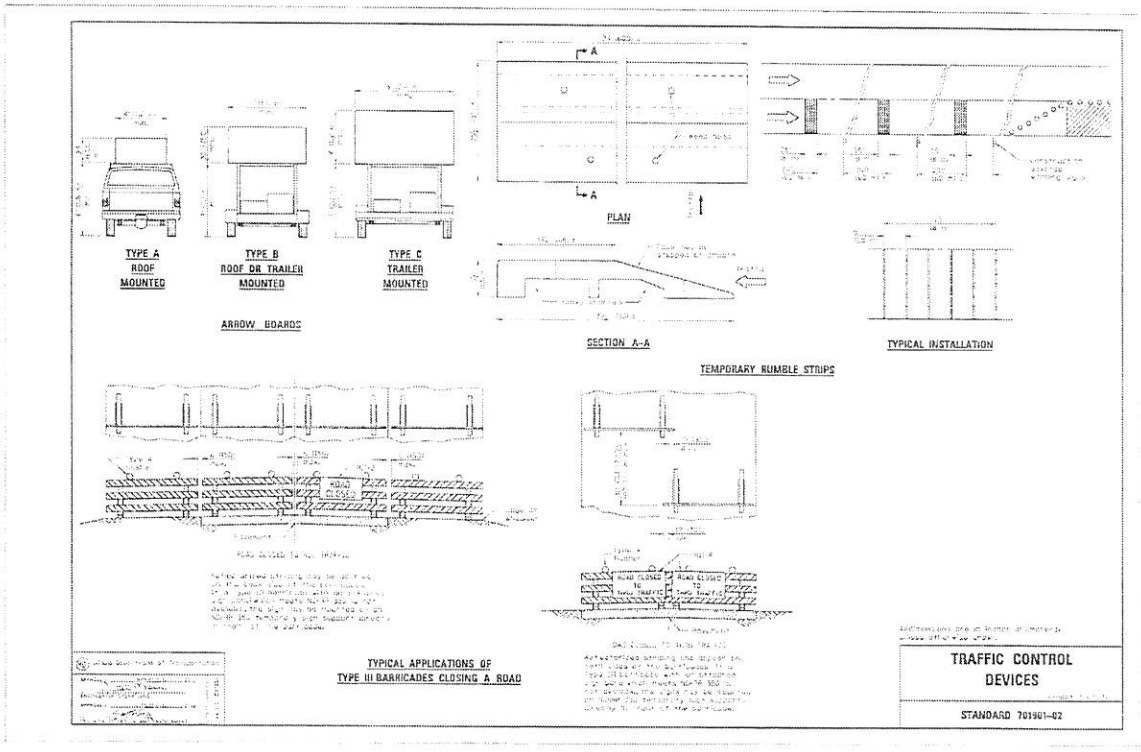
GRATE TYPE 8

STANDARD 604036-02


TYPICAL APPLICATIONS
SYMBOLS
GENERAL NOTES
DATE
REVISIONS
LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS ≥ 45 MPH
STANDARD 701306-03


CONE
REFLECTORIZED CONE
FLEXIBLE DELINEATOR
VERTICAL PANEL
DRUM
TYPE I BARRICADE
TYPE II BARRICADE
TYPE III BARRICADE
DIRECTION INDICATOR BARRICADE
VERTICAL BARRICADE
DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE
GENERAL NOTES
DATE
REVISIONS
TRAFFIC CONTROL DEVICES
STANDARD 701501-02


POST MOUNTED SIGNS
SIGNS ON TEMPORARY SUPPORTS
HIGH LEVEL WARNING DEVICE
ROAD CONSTRUCTION NEXT X MILES
END CONSTRUCTION
WORK LIMIT SIGNING
STOP
SLOW
FLAGGER TRAFFIC CONTROL SIGN
TRAFFIC CONTROL DEVICES
STANDARD 701901-02


TYPE A
ROOF
MOUNTED
TYPE B
ROOF OR TRAILER
MOUNTED
TYPE C
TRAILER
MOUNTED
ARROW BOARDS
PLAN
SECTION A-A
TYPICAL INSTALLATION
TEMPORARY RUMBLE STRIPS
TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD
TRAFFIC CONTROL
DEVICES
STANDARD 701901-02

PROPOSAL

TO THE OWNER, THE STERLING PARK DISTRICT

1. Proposal of Civil Constructors, Inc.
(Name and Address of Bidder)
2283 Route 20 East Freeport, IL 61032

for the roadway repair at Lawrence Park.

2. The plans for the proposed improvement are those prepared by:

Wendler Engineering Services, Inc.
698 Timber Creek Road
Dixon, IL 61021

which plans are attached herein.

The specifications herein referred to are the included specifications and the "Standard Specifications for Road and Bridge Construction", adopted by the Illinois Department of Transportation on January 1, 2012.

3. The undersigned firm certifies and declares that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or Sterling Park District, nor has the firm made an admission of guilt or such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating.

4. The undersigned further declares that he has carefully examined the proposal, Plans and specifications, 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 same.

5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to furnish all of the materials specified in the contract, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease, and he will take payment in full as specified in Article 109 of the Standard Specifications for Road and Bridge Construction unless specified herein.

7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increase or decreased at the unit price bid for each item.

8. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen (15) percent, the actual cost to be determined as provided in the I.D.O.T. Construction Manual.

9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within ten (10) calendar days after the date of Notice of the Award of Contract to him.

10. The undersigned further agrees that he and his surety will execute and present within ten (10) calendar days after the date of Notice of the Award of Contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the equal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion time is an essential part of the contract. The undersigned agrees to complete the work by **Friday, November 15, 2013**, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or with such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and supervisions, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

12. Accompanying this proposal is a bank draft, bank cashier's check, bid bond, unconditional and irrevocable letter of credit or certified check in the amount of 5% of the base bid, complying with the requirements of the specifications, made payable to" THE STERLING PARK DISTRICT. The amount of the check or draft is

Bid Bond ($_____)

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond 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 the failure to execute said contract and contract bond; otherwise said check or draft, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

ATTACH LETTER OF CREDIT, BANK DRAFT, CASHIER'S CHECK, BID BONDS OR CERTIFIED CHECK HERE.

13. The bidder agrees to perform all of the work described in the specifications and shown on the plans including all materials, labor, and equipment necessary to be in accordance with the intent of the plans and specifications.

SCHEDULE OF BID

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Base Bid				
1. Preparation of Base	1479	Sq Yd	$2.50	$3,697.50
2. Aggregate Base Repair	270	Ton	$18.00	$4,860.00
3.HMA SURF Removal- Var Depth	284	Sq Yd	$8.50	$2,414.00
4. Bituminous Materials (Prime Ct)	1106	Gal	$2.00	$2,212.00
5. HMA SC, IL9.5, N30, Mix C	725	Ton	$78.00	$56,550.00
	TOTAL BASE BID			**$69,733.50**
Alternate "A" Bid				
1. Pipe Culvert, Class A, Type 1	90	Foot	**ALTERNATE "A" NOT AWARDED**	
2. Catch Basin, Type C w/ T-8 Grate	1	Each	_____	_____
	TOTAL ALTERNATE A BID			-0-
Alternate "B" Bid (REVISED QUANTITIES REFLECT SOUTH ENTRANCE ONLY				
1. Earth Excavation	238	Cu Yd	$15.00	$3,570.00
2. Aggregate Base Crse, Ty B	333	Ton	$16.00	$5,328.00
3.Bituminous Materials (Prime Ct)	427	Gal	$2.00	$ 854.00
4. HMA SC, IL9.5, N30, Mix C	160	Ton	$76.00	$12,160.00
	TOTAL ALTERNATE B BID			**$21,912.00**

Respectfully Submitted: Civil Constructors, Inc.

Mark Helm — Vice-President

Name — Title

2283 Route 20 East Freeport, IL 61032

Address

08/15/13

Date

Attest: _____

Kenneth E. Schrock, Secretary

CONTRACT

1. THIS AGREEMENT, made and concluded this 19th day of August, 2013, between the Sterling Park District acting by and through its Agents or Representatives known as the party of the first part, and Civil Constructors, 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 park 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 plans of the agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, General Provisions, Special Provisions, Applicable Permits & Permit Conditions, Proposal and Contract Bond hereto attached, and the plans for construction of a hot mix overlay and related work at Lawrence Park are all essential documents of this contract and are a part thereof.

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

For the Owner
Party of the First Part

_____

For the Contractor Civil Constructors, Inc.
Party of the Second Part by

_____

(TITLE) Mark Helm, Vice-President

(If a Corporation)

Corporate Name Civil Constructors, Inc.

By _____

Vice-President, Party of the Second Part

Mark Helm

Attest:

_____ (Clerk or Notary Public)

Owner's name

(If a Co-Partnership)

_____ (SEAL)

_____ _____ (SEAL)

Secretary

(Corporate Seal) _____ (SEAL)

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE. MD. 21203*

Bond #: 09122765

Performance Bond

Any singular reference to Contractor, Surety, Owner or other part), shall he considered plural where applicable.

CONTRACTOR (Name and Address):
Civil Constructors Inc.
2283 Route 20 East
Freeport IL 61032

SURETY Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, Maryland 21203

OWNER (Name and Address):
Sterling Park District
1913 3rd Avenue
Sterling lL 61081

CONSTRUCTION CONTRACT
Date: August 27, 2013
Amount: $119,205.50
Description (Name and Location): Lawrence Park - Hot Mix Asphalt overlay and related work

BOND
Date (Not earlier than Construction Contract Date): August 30, 2013
Amount: $119,205.50
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: Civil Constructors Inc.

Signature: _____ Corporate Seal
Name and Title: Mark Helm, Vice-President

SURETY

Company: Fidelity and Deposit Company of Maryland

Signature: _____ Corporate Seal
Name and Title: Judith L. Zier, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Williams Manny Inc
700 W South Street
Freeport IL 61032
815-25-7194

CONFORMS TO AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A-312, DECEMBER 1984 EDITION.

C310

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

2 If the Contractor performs the Construction Contract. the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3. 1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree. the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default, and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the 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 Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's 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:

. 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable alter the amount is determined. tender payment therefor to the Owner. or

. 2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness. the Surety shall he deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond. and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4. and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract. and if the Surety elects to act under Subparagraph 4. 1. 4 " or 4. 3 above. then the responsibilities of the Surety to the owner shall not be greater than those of the Contractor under the Construction Contract. and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond. but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction 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 the Owner or its heirs, executors. administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time. to the Construction Contract or to related subcontractors, 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 the Contractor ceased working or within two years after the 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 shall be applicable.

10 Notice to the Surety, the Owner or the 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 or other legal requirement in the location where the construction was to be performed, 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. 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 the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY:	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

Bond #: 09122765

Payment Bond

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

CONTRACTOR (Name and Address):
Civil Constructors Inc.
2283 Route 20 East
Freeport IL 61032

SURETY Fidelity and Deposit Company of Maryland
P.O. Box 1227
Baltimore, Maryland 21203

OWNER (Name and Address):
Sterling Park District
1913 3rd Avenue
Sterling IL 61081

CONSTRUCTION CONTRACT
Date: August 27, 2013
Amount: $119,205.50
Description (Name and Location): Lawrence Park - Hot Mix Asphalt overlay and related work

BOND
Date (Not earlier than Construction Contract Date): August 30, 2013
Amount: $119,205.50
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: Civil Constructors Inc.

Signature: _____ Corporate Seal
Name and Title: Mark Helm, Vice-President

SURETY

Company: Fidelity and Deposit Company of Maryland

Signature: _____ Corporate Seal
Name and Title: Judith L. Zier, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY-Name Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Williams Manny Inc
700 W South Street
Freeport IL 61032
815-235-7194

CONFORMS TO AMERICAN INSTITUTE OF ARCHITECT DOCUMENT A-312, DECEMBER 1994 EDITION.

C310-1

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successor and **assigns to the Owner** to pay for labor, materials and equipment furnished **for use in the performance of the Construction** Contract, which is incorporated herein by reference.

2 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 claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the 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 the Contractor and the Surety, provided there is no Owner Default.

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

4 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 address 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 the Contractor and sent a copy, or notice thereof, to the 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 the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has 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 the Surety (at the address 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 enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the 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 the Claimant, with a copy to the 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.

7 The 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 the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims. if any. under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond. they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond. subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction 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 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall he 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 Subparagraph 4.1 or Clause 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 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the 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 famished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be d potential beneficiary of this Bond, the 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 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 Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page. including all Contract Documents and changes thereto.

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY:	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Steven R. JOHNSON, John C. PICK, David L. TOWNSEND, Judith L. ZIER, Connie L. MARTY, Julie A. TRESEMER and Margaret A. HOWARD, all of Rockford, Illinois, EACH** its true and lawful agent and Attorney-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 and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Gregory E. Murray

_____
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 11th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

ATTORNEY-IN-FACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF STEPHENSON

Before me, a Notary Public, personally came Judith L. Zier, known to me, and known to be the Attorney-in-Fact of Fidelity & Deposit Company of Maryland, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Fidelity & Deposit Company of Maryland were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Fidelity & Deposit Company of Maryland.

Given under my hand and seal this 30th day of August, 2013

Connie L. Marty

Notary Public

"OFFICIAL SEAL"
CONNIE L. MARTY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/08/15

State of Illinois Department of Transportation

Contract Search
Invoice Archive

09/03/2013

Contractor Invoice

Contract Number & Estimate Numbers are listed below

Current Report 08/09/2013

Archive 85577 / 02
Archive 85577 / 01
Archive 85577 / 00

DOT Vendor:	C35960	**Contract:**	85577
IL Project:		**From Date:**	07/26/2013
Route:	FAU 9878		
Section:	12-00356-01-BR	**To Date:**	08/09/2013
Project:	BRM-5291/018/000	**State Job:**	C-92-114-12
Letting Date:	03/08/2013	**Dist/Cnty:**	02 - 201 (WINNEBAGO)
Airport:	12-00356-01-BR	**State Job:**	C-92-114-12
Scope:	OVER DRY RUN CREEK		

Payee: M & M CONCRETE
10092 E GOLF RD
STOCKTON , IL
61085

Percent Completed: 78.63%

Contract Awarded Amount	Additions	Deductions	Total Adjusted Contract Value	Total Amount Due to Date
629,448.20	31,183.50	0.00	660,631.70	519,472.90

Total retainage incld this est held by IDOT:	0.00
Total due after retainage:	519,472.90
Total paid this estimate:	519,472.90
Previous payments to contractor:	-388,750.40
Payment to contractor this estimate:	*130,722.50*

Voucher # CC02402 **Date:** 08/13/2013 1 of 1 *130,722.50*

Pay Estimate Number: 03 **Total:** **130,722.50**

Report of Resident Engineer
Completed Work-In Place
For This Estimate Only

New Search

PAY ITEM		QUANTITY						PAYMENT	
Number	Description	Awarded	Net of Adds/ Deducts	Total Adjusted	Completed Prior Est.	Completed to Date	This Estimate	$ Unit Price	$ This Estimate
X7010216	TRAF CONT & PROT SPL	1.000	0.000	1.000	0.470	0.690	0.220	10,850.00	2,387.00
Z0013798	CONSTRUCTION LAYOUT	1.000	0.000	1.000	0.470	0.690	0.220	2,350.00	517.00
28000400	PERIMETER EROS BAR	200.000	159.000	359.000	200.000	359.000	159.000	1.50	238.50
51200958	FUR M S PILE 14X0.250	540.000	90.000	630.000	540.000	630.000	90.000	58.00	5,220.00
51500100	NAME PLATES	1.000	0.000	1.000	0.000	1.000	1.000	425.00	425.00
54003000	CONC BOX CUL	548.800	0.000	548.800	335.000	548.800	213.800	450.00	96,210.00
X9200100	ISOLATE & DEPRESSURIZE	0.000	1.000	1.000	0.000	1.000	1.000	25,725.00	25,725.00
							Total:		$130,722.50

New Search

IDOT Privacy Statement | Illinois Privacy Information | Kids Privacy | Web Accessibility | FOIA