| Route | Robert McClory Bike |
| ---: | :--- |
| County | Lake |
| Local Agency | LCDOT |
| Section | $17-00173-15-$ DR |
| Bond $⿰ ⿰ 三 丨 ⿰ 丨 三 一$ |  |

> We, Campanella \& Sons, Inc.

39207 N．Magnetics Blvd．Wadsworth，IL． 60083
a／an）$\square$ Individual $\square$ Co－partnership $\boxtimes$ Corporation organized under the laws of the State of Delaware
as PRINCIPAL，and Cincinnati Insurance Company
6200 S．Gilmore Rd．Fairfield，OH． 45014
as SURETY，
are held and firmly bound unto the above Local Agency（hereafter referred to as＂LA＂）in the penal sum of Two Hundred Four Thousand Eight Hundred Seventy Six Dollars and Fifteen Cents

Dollars（ \＄204，876．15 ），lawful money of the
United States，well and truly to be paid unto said LA，for the payment of which we bind ourselves，our heirs，executors， administrators，successors，jointly to pay to the LA this sum under the conditions of this instrument．

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that，the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section，which contract is hereby referred to and made a part hereof，as if written herein at length，and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract，and has promised to pay all sums of money due for any labor，materials，apparatus，fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person，firm，company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted；and has further agreed that this bond shall inure to the benefit of any person，firm，company or corporation to whom any money may be due from the Principal，subcontractor or otherwise for any such labor，materials，apparatus，fixtures or machinery so furnished and that suit may be maintained on such bond by any such person，firm，company or corporation for the recovery of any such money．

NOW THEREFORE，if the said Principal shall well and truly perform said work in accordance with the terms of said contract， and shall pay all sums of money due or to become due for any labor，materials，apparatus，fixtures or machinery furnished to him for the purpose of constructing such work，and shall commence and complete the work within the time prescribed in said contract，and shall pay and discharge all damages，direct and indirect，that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted，and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions，conditions and requirements of said contract，then this obligation to be void；otherwise to remain in full force and effect．

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 11th day of December
A.D. 2017

## PRINCIPAL

Campanella \& Sons, Inc.

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

STATE OF ILLINOIS,
COUNTY OF Lake
I, Patricia Strickland , a Notary Public in and for said county, do hereby certify that
Suzanne Zupec
(Insert names of individuals signing on behalf or PRINCIPAL)
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.


I, Patricia Strickland , a Notary Public in and for said county, do hereby certify that

Andrew J. Condon

(Insert names of individuals signing on behalf or SURETY)

(SEAL)

## Approved this

$\qquad$ day of $\qquad$ , A.D. $\qquad$
Attest:

|  |  |  |
| :--- | :--- | :--- |
|  |  | (Awarding Authority) |
| Clerk |  |  |
| (Chairman/Mayor/President) |  |  |

## POWER OF ATTORNEY

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

James W. Leech; Michael K. Best; Kelley R. Eccles; Andrew J. Condon and/or Amber D. Schultz
of Zion, Illinois and deliver on its behalf as Surety, and as its act and deed, any and all bonds, its true and lawful Attorney(s)-in-Fact to sign, execute, seal Any such obligations in the United States, up to
coll

Fifteen Million and No/100 Dollars ( $\$ 15,000,000.00$ ).
This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the $6^{\text {th }}$ day of December, 1958, which resolution is still in effect:
"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-inFact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-inFact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the $7^{\text {un }}$ day of December, 1973.
"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this $8^{\text {th }}$ day of March, 2017.


STATE OF OHIO ) $s s$ :
COUNTY OF BUTLER )

On this $8^{\text {lh }}$ day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.


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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.


## CERTIFICATE OF LIABILITY INSURANCE



THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WTH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Robert McClory Bike Path Emergency Storm Sewer Replacements
Section: 17-00173-15-DR

## CERTIFICATE HOLDER

| Lake County |
| :--- |
| and Lake County Division |
| of Transportation |
| 600 W Winchester Rd |
| Libertyville, IL 60048 |

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES be CANCELLED before the expiration date thereof, notice will be delivered in ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE



Lake County and its officers, agents, and employees and the Lake County Division of Transportation and its officers, agents and employees are listed as Additional Insured.

The Additional Insured (Lake County) coverage shall be on a primary and non-contributory basis with respect to the General Liability and Auto Liability in favor of Lake County, and the coverage shall cover "products and completed operations" as well as "on-going operations," with a waiver of subrogation in favor of Lake County.

A 30 day written notice of cancellation, alteration, or material change, to the Holder/Additional Insureds applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IS CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED <br> PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

| Name Of Additional Insured Person(s) or Organization(s) |
| :--- |
| Lake County and its officers, agents, and employees and the Lake County |
| Division of Transportation and its officers, agents and employees |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to the liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS 

This endorsement modifies insurance provided under the following: Policy \# CLP 3650334
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

| Name of Additional Insured Person(s) <br> or Organization(s): | Location and Description of Completed Operations |
| :--- | :--- |
| Lake County and its officers, agents, and <br> employees and the Lake County <br> Division of Transportation and its officers, <br> agents and employees | Robert McClory Bike Path Emergency Storm <br> Sewer Replacements <br> Section: 17-00173-15-DR |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is an Insured is amended to inclued as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "prod-ucts-completed operations hazard".

# Request for Approva <br> of Change in Plans 

Date: 2/5/2018

Request: 1

To: Department of Transportation CDOT/SCHAUMBURG

## Local Agency: Lake County

## Name: Robert McClory Bike Path

 Emergency Storm Sewer RepairsSection: 17-00173-15-DR

## Contractor: Campanella \& Sons, Inc.

 Address: 39207 N. Magnetics Blvd Wadsworth, IL 60083 Contract Amount $\qquad$The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the contract unit prices. $\qquad$

| $\begin{gathered} \text { Item } \\ \# \\ \hline \end{gathered}$ | Description | Unit | Changed Quantity | Unit Price | Additions | Deductions |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 501 | Soil Disposal Analysis | EACH | 4.00 | \$1,860.00 | \$7,440.00 | \$0.00 |
| 502 | Special Waste Plans \& Report | L SUM | 1.00 | \$2,654.00 | \$2,654.00 | \$0.00 |
| 503 | Non-Special Waste Disposal | CUYD | 50.00 | \$104.25 | \$5,212.50 | \$0.00 |
| 504 | Trench Backfill FA-6 | CU YD | 125.00 | \$66.90 | \$8,362.50 | \$0.00 |
| 505 | Trench Backfill CA-6 | CUYD | 20.00 | \$77.10 | \$1,542.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  |  |  | \$0.00 | \$0.00 |
|  |  |  | TOTALS |  | \$25.211.00 | \$0.00 |

State fully the nature and reason for change:
501-505 Unable to keep extra material on site due to drainage issues

When the net increase or decrease in the cost of the contract is $\$ 10,000$ or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.
[] The undersigned determined that the circumstances which necessitated this change were not reasonably foreseeable at the time the contract was signed

The undersigned determined that the circumstances which necessitated this change were not within the contemplation of the contract as signed.


BLR13210
Submit 3 copies of this form to Regional Engineer (4 copies for road district) updated GP 8/16 (for use on projects without MFT funding)

| Date: |  |
| :---: | :---: |
| Request No. | 2 \| x - Final |
| Contractor: | Campanella \& Sons, Inc. |
| Address: | 39207 N. Magnetics Blvd. |
|  | Wadsworth, IL 60083 |

Local Agency: Lake County
Project Name: McClory Emergency Storm Sewer
Section No.: 17-00173-15-DR
Contract Amount: \$
204,876.15

## recommend that this

addition
P/O No.: 1
d: $\square$
The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

| Item \# | Item Description | Unit | Changed Quantity | Unit Price | Addifion(A) or Deduction(D) |  | al Addition |  | Deduction |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | PERIMETER EROSION BARRIER | FOOT | 352.00 | 5.00 | D | \$ | - | \$ | 1,760.00 |
| 2 | FILTER FABRIC | SQ YD | 10.110 | 10.00 | A | \$ | 101.10 | \$ | - |
| 3 | AGGREGATE BASE COURSE TYPE B | TON | 3.05 | 115.85 | A | \$ | 353.34 | \$ | - |
| 4 | AGGREGATE SURFACE COURSE, TYPE B | TON | 49.46 | 98.15 | A | \$ | 4,854.50 | S | - |
| 5 | PROTECTIVE COAT | SQ YD | 22.00 | 10.00 | D | \$ | - | \$ | 220.00 |
| 6 | CONCRETE HEADWALL REMOVAL | EACH | 4.00 | 1,125.00 | A | \$ | 4,500.00 | \$ | - |
| 7 | CONCRETE STRUCTURES | CUYD | 2.32 | 1,794.25 | D | \$ | - | \$ | 4,162.66 |
| 8 | REINFORCEMENT BARS | POUND | 0.44 | 0.01 | D | $\overline{\$}$ | - | \$ | 0.00 |
| 9 | STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3 72" | FOOT | 17.08 | 346.50 | D | \$ | - | \$ | 5,918.22 |
| 10 | REMOVING MANHOLES | EÁCH | 1.00 | 777.50 | D | \$ | - | \$ | 777.50 |
| 13 | STORM SEWER REMOVAL | FOOT | 17.08 | 13.25 | D | \$ | - | \$ | 226.31 |
| 16 | SEEDING (COMPLETE) | SQ YD | 4505.30 | 12.00 | A | 5 | 54,063.60 | \$ | - |
| 503 | Non-Special Waste Disposal | CUYD | 50.00 | 104.25 | D | \$ | - | \$ | 5,212.50 |
| 504 | Trench Backfill FA-6 | CU YD | 54.82 | 66.90 | A | S | 3,667.46 | \$ | 5,212.50 |
| 505 | Trench Backfill CA-6 | CU YD | 14.84 | 77.10 | A | \$ | 1,144.16 | \$ | - |
| 506 | Excess Spoil Disposal | LOAD | 76.00 | 455.00 | A | S | 34,5̄00.000 | \$ | - |
| 507 | Install extra barrel/cone sections for $10^{\prime} \mathrm{MH}$ | $\overline{\text { ĖAĊH }}$ | 1.00 | 3,353.29 | A | \$ | 3,353.29 | \$ | - |
| 508 | Furnish and install 2' MH | ÉAĊ ${ }^{\text {¢ }}$ | 1.00 | 3,027.33 | A | \$ | 3,027.33 | $\stackrel{1}{\text { \$ }}$ | - |
| 50 O | Furnish and instaili $12^{\bar{\pi}}$ Storm S̄ewer | FŌT | 17.000 | 110.00 | A | 5 | 1,870.00 | \$ | - |
| 510 | Rip Rap \#4 Installation | TON | 37.72 | 183.40 | A | 5 | 6.917.85 | \$ | - |
| 511 | Tramic Control Credit | L SUM | 1.00 | ( 6000.000$)$ | A | \$ | (600.00) | \$ | - |
| 701 | Patch Asphalt Parking Lot at Angel's Tow Yard | DOLLAF | 2398.87 | 1.000 | A | \$ | 2,398.87 | \$ | - |
| 702 | Remove CIP Storm Sewer | DÓLLAR | 29015.33 | 1.00 | A | \$ | 29,015.33 | \$ | - - |
| 703 | Connection To Ex. Storm Sewer | DÓLLAR | 11017.90 | 1.00 | A | S | 11,017.90 | \$ | - |
| 704 | Fence Removal and Installation | DÓLLAR | 2826.20 | 1.00 | Ȧ | \$ | 2,826.20 | \$ | $\cdot$ |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
| - |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | S | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | \$ | - |
|  |  |  |  |  |  | \$ | - | S | - |
| Total Changes: |  |  |  |  |  | \$ | 163,090.93 | \$ | 18,277.19 |


| Total Net Change: | $\$$ | $144,813.74$ |
| ---: | :---: | :---: |
| Amount of Original Contract: | $\$$ | $204,876.15$ |
|  | $\$$ | $25,211.00$ |
| of Previous Change Orders: | $\$$ | $374,900.89$ |
|  | $\$$ | $\$$ |

State fully the nature and reason for the change:
1-16, 503-505- Final Balancing
506-511- Addition of new items for Emergency Storm Sewer Repair
701-704- Force accounts for Emergency Storm Sewer Repair
 (for LCDOT, please check a box at all times)

X The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
$\square$ The undersigned has determined that the change is germane to the original contract as signed.
$\square$ The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.
Prepared By:


Date: $\qquad$
Print Name \& Title: Joseph Munno, Resident Engineer
 Date: $\frac{7 / 1,1 / 8}{7 / 18}$

Approval
Recommended:


Note: BLR 13210 as updated for LCDOT by GP 6/1/18
Submit 2 copies of this form to IDOT per Agreement of Understanding for MFT projects

