



PROPOSAL SUBMITTED BY		
Cross Construction		
Contractor's Name		
3615 Countryview Rd		
Street		P.O. Box
Urbana	IL	61802
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Champaign

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE C.H. 9

SECTION NO. 18-00449-00-RS

TYPES OF FUNDS TARP & MFT

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

<b>For Municipal Projects Submitted/Approved/Passed</b>		
<input type="checkbox"/> Mayor <input type="checkbox"/> President of Board of Trustees <input type="checkbox"/> Municipal Official		
Date		

<b>Department of Transportation</b>	
<input type="checkbox"/> Concurrence in approval of award	
Regional Engineer	
Date	

<b>For County and Road District Projects Submitted/Approved</b>	
Highway Commissioner	
Date	
 <b>Submitted/Approved</b>	
County Engineer/Superintendent of Highways	
Date	

County Champaign  
Local Public Agency Champaign County  
Section Number 18-00449-00-RS  
Route C.H. 9

1. THIS AGREEMENT, made and concluded the 21 day of March, 2019,  
Month and Year  
between the County of Champaign  
acting by and through its County Board known as the party of the first part, and  
Cross Construction his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 18-00449-00-RS, in Champaign County, approved by the Illinois Department of Transportation on February 3, 2019, are essential documents of this Date contract and are a part hereof.

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

Attest:  
Dawn Ammons Clerk  
(Seal)

The County of Champaign  
By [Signature]  
Party of the First Part

(If a Corporation)

Corporate Name Cross Construction, Inc.  
By [Signature]  
President Kurt M. Salmon Party of the Second Part

(If a Co-Partnership)

Attest:  
[Signature]  
Secretary Craig Loschen

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



**Contract Bond**  
Bond Number 82458617

Route C.H. 9

County Champaign

Local Agency Champaign County

Section 18-00449-00-RS

We, Cross Construction, Inc.

3615 N Countryview Road, Urbana, IL 61802

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and Federal Insurance Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Three Million One Hundred Eighty Three Thousand One Hundred Eighty Four Dollars & 72/100

Dollars ( \$3,183,184.72 ), 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 1st day of April A.D. 2019

**PRINCIPAL**

Cross Construction Inc.  
(Company Name)  
By: [Signature]  
(Signature & Title)  
Attest: [Signature]  
(Signature & Title)

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)  
Attest: \_\_\_\_\_  
(Signature & Title)

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

STATE OF ILLINOIS,  
COUNTY OF Macon

I, Glenda Hoffman, a Notary Public in and for said county, do hereby certify that

Kurt M Salmon

Craig Loschen

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April  
My commission expires 7-16-21  
Glenda Hoffman  
Notary Public  
"OFFICIAL SEAL"  
GLENDA HOFFMAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07-16-2021

**SURETY**

Federal Insurance Company  
(Name of Surety)

By: [Signature]  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF Macon

Blake E Allison (SEAL)

I, Glenda Hoffman, a Notary Public in and for said county, do hereby certify that

Blake E Allison

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of April  
My commission expires 7-16-21  
Glenda Hoffman  
Notary Public  
"OFFICIAL SEAL"  
GLENDA HOFFMAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07-16-2021

Approved this 15 day of April, A.D. 2019

Attest:  
[Signature]  
Clerk

(Awarding Authority)  
[Signature]  
(Chairman/Mayor/President)

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Blake E. Allison, Kevin J. Breheny, Randy S. Cannady, Glenda Hoffman, Daniel A. Martini and Tim R. Patton of Forsyth, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of April, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 17th day of April, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 10, 2019

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of April 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CROSCON-01

RTAYLOR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	<b>CONTACT</b> Randy Taylor NAME:	
	PHONE (A/C No., Ext): (217) 877-3344 3249	FAX (A/C, No.): (217) 877-0795
E-MAIL Address: rtaylor@jlhubbard.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property & Casualty Company of America		25674
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**


Cross Construction Inc  
 3815 North Countryview Road  
 Urbana, IL 61802

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 WITH 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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		DTCO4218N123COF19	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			DT8104218N123IND19	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6K7650601926	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4K1976951926G	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equipment			QT6606883R345PHX19	5/1/2019	5/1/2020	Limit 750,000
A	Installation Floater			QT6606883R345PHX19	5/1/2019	5/1/2020	Limit 350,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 "For All Work Under Contract."  
 Champaign County Board is named as additional insured under the General Liability; subject to written contract.

<b>CERTIFICATE HOLDER</b>  Champaign County Board 1776 East Washington Street Urbana, IL 61802	<b>CANCELLATION</b>  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 

RESOLUTION NO. 2019-57

RESOLUTION AWARDING OF CONTRACT FOR  
RECONSTRUCTION OF COUNTY ROAD 9  
SECTION #18-00449-00-RS

WHEREAS, The following low bid was received at a Public Letting held on March 5, 2019 in Urbana, Illinois, for the reconstruction of County Road 9 from U.S. Route 45 to County Road 32 in Champaign County, Section #18-00449-00-RS:


Cross Construction-\$3,183,184.72

WHEREAS, The County Engineer recommends to the County Board that the low bid be awarded; and

WHEREAS, The County Board of Champaign County concurs in the action recommended by the County Engineer.


NOW, THEREFORE, BE IT RESOLVED, That the County Board of Champaign County does hereby award the above listed bid to Cross Construction.

PRESENTED, ADOPTED, APPROVED AND RECORDED this 21<sup>st</sup> day of March A.D., 2019.

  
Giraldo Rosales, Chair  
Champaign County Board

Approved:   
Darlene A. Kloepfel, County Executive

Date: 3/25/19

Recorded  
& Attest:   
Aaron Ammons, County Clerk  
and ex-Officio Clerk of the  
Champaign County Board

Date: 3/26/19

Prepared by: Jeff Blue  
County Engineer