



FREEDOM OF INFORMATION REQUEST
DISTRICT RECORDS OFFICE
SCHOOL DISTRICT U-46

District Records Office
355 East Chicago Street
Elgin, Illinois, 60120-6543
Ph: (847) 888-5000 x 5329
Fax: (847) 608-2759

**REQUEST FOR ACCESS TO PUBLIC RECORDS
MAINTAINED BY SCHOOL DISTRICT U-46**

Pursuant to the Illinois Freedom of Information Act, the undersigned does hereby request access to the following public records maintained by School District U-46.

Please be specific as possible and include a description of the records, number of copies requested, (\$.15 per page after first 50 free pages) and if you need certified copies.

 1 # of copies please check, if you need certified copies

Description: Copy of payment bond, as required by Illinois Public Construction Bond Act, provided by IHC Construction Companies, L.L.C., a/k/a IHC Construction Contractors, for the project involving installation of HVAC equipment at Larkin High School, 1475 Larkin, Elgin, Illinois. If possible, please e-mail the requested document to Steve@IllinoisDocPrep.com.
This request is for a commercial purpose.

August 27, 2013

Date

Stephen M. Goba

Requestors Name (PRINT)

Illinois Document Preparation Co.

Company Name


Signature of person making request

601 South Ahrens Avenue

Mailing address

Lombard, Illinois 60148

City, State, Zip

630-426-0085

Phone #

RECEIVED
AUG 28 2013
DISTRICT RECORDS

Acknowledgment of Receipt of Request by Custodian of Records, ESC Building, 355 E. Chicago St., Elgin, Illinois, 60120.

Request received by Custodian of Records for School District U-46 this ____ day of _____, 20 ____.

By _____
Custodian of Records

Item #1

Payment Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #929570009

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that IHC Construction Companies, LLC
(Here insert full name and address or legal title of Contractor)
1500 Executive Drive, Elgin, IL 60123

as Principal, hereinafter called Principal, and, Continental Casualty Company
(Here insert full name and address or legal title of Surety)
333 S. Wabash, 41st Floor, Chicago, IL 60604

as Surety, hereinafter called Surety, are held and firmly bound unto School District U-46
(Here insert full name and address or legal title of Owner)
355 E. Chicago Street, Elgin, IL 60120

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Million Fourteen Thousand and no/100-----
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 1,014,000.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated April 23, 2013 19 , entered into a contract with Owner for
(Here insert full name, address and description of project)

Kitchen Remodeling Project at Larkin High School for School District U-46

in accordance with Drawings and Specifications prepared by DLA Architects, Ltd.
(Here insert full name and address or legal title of Architect)

Two Pierce Place, Suite 1300, Itasca, IL 60143

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial


accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

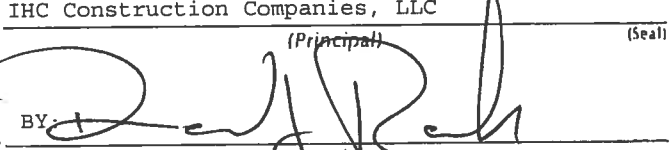
b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.


c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

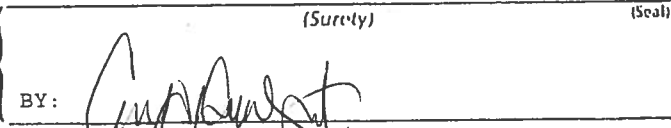
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 3rd day of May, 2013 19


(Witness)

IHC Construction Companies, LLC
(Principal) (Seal)
BY: 
David J. Rock, President


(Witness)

Continental Casualty Company
(Surety) (Seal)
BY: 
Carol A. Dougherty, Attorney in Fact



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **3rd day of May, 2013**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Sarah Green

Notary Public in and for the above County and State

My Commission Expires: 04/17/16



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

J S Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Robert E Kappus, Sherene L Hemler, Sarah E Green, Individually

of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 16th day of September, 2010.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 16th day of September, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3rd day of May, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary