

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER WA-10-02(C)

This agreement is made this 23rd day of March, 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and CB&I Constructors, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

The proposed work is officially known as "NORTH AVENUE STAND PIPE ROOF REPLACEMENT". The scope of work for this contract consists of furnishing all materials, equipment, tools and labor necessary for the partial demolition and design, fabrication, shop painting and erection of a new ellipsoidal roof for the 1,600,000 gallon x 103'-6 TCL Water Storage Reservoir of all-welded steel construction originally built by Chicago Bridge & Iron Company, including other appurtenant tank items.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Bid Proposal and Exhibits A-G thereto Dated: March 14, 2011
 - b. Standard General Conditions of the Construction Contract (EJCDC C-700; 2007)
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within 141 calendar days from the date of the Notice to Proceed. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Illinois Prevailing Wage Act, , prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

5. Prevailing Wage:

It is hereby stipulated that the contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this contract. All bonds provided by the contractor under the terms of Section 11.4.1 of this contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

6. Bonds:

The Contractor shall furnish to the owner at the time of execution of this contract, bonds in the full amount of the contract securing the full and faithful performance of this contract and the payment for all labor and material furnished by the contractor or anyone furnishing such under the contractors' contract or a subcontract of any tier. Said bonds shall be in conformance with the bond form provided by the Owner.. Said bonds shall be written by a surety that is acceptable to the owner, in the owner's discretion.

7. Requisite Circumstances For Change Orders:

No change orders shall be issued for the work under this contract which authorize or necessitate an increase or decrease in the cost of the contract by a total of \$10,000 or more or in the time of completion by a total of thirty (30) days or more unless a written determination is made by the owner or a duly authorized designee of the owner other than the architect that:

1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time this contract was signed; or
2. The change is germane to the original contract as signed; or
3. The change order is in the best interest of the owner and is authorized by law.

8. Tax Exempt Status:

Contractor acknowledges that owner is a tax exempt entity under the laws of the State of Illinois and that Owner shall, as part of its undertakings under this contract, provide to the contractor all certificates of exemptions and tax exempt numbers needed to entitle contractor to purchase material and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give Owner its full benefit of its tax-exempt status, and Contractor shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give Owner the full benefit of its tax exempt status. Owner shall not be liable for, and shall be entitled to a credit against the contract sum for, any sales tax paid by contractor or any subcontractor of any tier which is shown to have been charged to owner as part of the contract sum, as a component of the schedule of values, as a unit price, or otherwise.

9. Human Rights Act:

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, sexual orientation or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

10. Contractor's Insurance Requirements:

The Contractor shall have the following obligations with regard to insurance coverage for the work under this contract.

A. All certificates of Insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of insurance shall name the Village as additional insured.

B. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

C. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.

D. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- 1) allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance
- 2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village.

E. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Village in excess of policy limits or not covered by the policies purchased.

F. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

G. The Contractor shall provide insurance in compliance with a best insurance rating of A, 8 or better. Such insurance shall include the following coverages in the following amounts:

H. Insurance Coverages shall be in the following minimum amounts: Comprehensive General Liability, \$1,000,000/occurrence,\$2,000,000/aggregate, Auto Liability, \$1,000,000occurrence, \$2,000,000 aggregate.

11. The parties recognize that this contract is governed by the Local Government Prompt Payments Act, 50 ILCS 505/1 et. seq. and that no charges may be assessed except as provided in that Act.

12. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 23rd day of March 2011.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

CB&I Constructors, Inc.

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 23 day of March, 2011.



Michael S. Allison, Business Development Manager

Position/Title

By See Attached Resolution

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23rd day of March, 2011.



William J. Mueller, Village President

Attest:


Brigitte O'Brien, Village Clerk

CERTIFICATION OF RESOLUTION AND AUTHORITY

I, **Ronald C. Geedman**, do hereby certify that I am the duly-elected and acting Assistant Secretary of CB&I Inc. (a/k/a CB&I Constructors, Inc. or CB&I Constructors or CB&I Inc. of Texas), a Texas corporation, (the "Company") and that as such officer I am duly authorized to make this certificate in behalf of that Company.

I further certify that by consent in lieu of a meeting dated March 6, 2001, as authorized by Texas law, the Board of Directors of said Company adopted the following resolution in accordance with the By-laws of said Company:

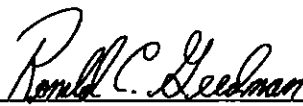
RESOLVED, that the President, any Vice-President, the Treasurer, or any regional sales manager, contracting manager, regional construction manager, manufacturing manager, project manager or business development manager heretofore or hereafter appointed by the Company or any other sales representative as may from time to time be designated by any one of the President, any Vice-President or the Treasurer, is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to otherwise bind and obligate the Company in the conduct of its normal business.

I further certify that the foregoing resolution is in full force and effect and that the following are duly designated and have the authority to act on behalf of the Company as outlined above:

| | |
|--------------------|------------------------------|
| Richard A. Horn | Regional Sales Manager |
| Michael S. Allison | Business Development Manager |
| Steven R. Brock | Business Development Manager |
| James M. Schleife | Business Development Manager |
| Dave Beck | Construction Manager |
| Dave Lieske | Operations Manager |
| James A. Eismann | Project Manager |
| Darles Scheibe | Project Manager |

This certificate shall remain in full force and effect for ninety days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of CB&I Inc., this 23 day of March, 2011.



Ronald C. Geedman, Assistant Secretary
CB&I Inc.