



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER WA-12-03

This agreement is made this 1st day of December 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Fer-Pal Construction USA (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 "Roosevelt Road Water Main Lining, East Phase". The project is located on Roosevelt Road from Fairfield Avenue to Wisconsin Avenue. The scope of the project is to line approximately 9,300 lineal feet of existing water main by the installation of cured-in-place-pipe (CIPP). Additional work includes removal of existing fire hydrants and valves pertinent to the lining of the water main, and reinstallation of the new fire hydrants and valves at the existing locations. All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Civiltech Engineering, Inc.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number WA 12-03 for Roosevelt Road Water Main Lining, East Phase, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number WA 12-01/03 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum #1 dated February 10, 2016
 - b. The Contractor's Bid Proposal Dated: March 4, 2016
 - 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 190 calendar days from the date of the Notice to Proceed (180 calendar days to substantial completion with 10 calendar days for punch list work). The Notice to Proceed is contingent on the Illinois Department of Transportation issuing a

Bond No. TS5199763
Issued in Triplicate

VILLAGE OF LOMBARD CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Fer-Pal Construction USA LLC, a company organized under the laws of the State of Michigan and licensed to do business in the State of Illinois as Principal and The Guarantee Company of North America USA, a corporation organized and existing under the laws of the State of Michigan, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Four Million Two Hundred Seventy-Three Thousand One Hundred Sixty-Two.....00/100 dollars (\$4,273,162.10) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated December 1, 2016, for the construction of the work designated:

Roosevelt Road Water Main Lining, East Phase

in Lombard, Illinois, 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 guaranty and maintain said work for a one (1) year period following final payment to such Principal, 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 from whom any such labor, materials, apparatus, fixtures or machinery was 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 Village of Lombard and its officers, agents and employees, 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 upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment 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 performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance 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 guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, 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.

APPROVED this 1st day of
December, 2016.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
4th day of January, 2017

VILLAGE OF LOMBARD

PRINCIPAL:

Fer-Pal Construction USA, LLC

BY: [Signature]
Village President

BY: [Signature]
Frank Garcea, Treasurer

ATTEST:
[Signature]
Village Clerk

ATTEST:
[Signature]
Lucy Filice

SURETY: The Guarantee Company of North America USA

BY: Senior Manager, Contract Surety, Ontario Region
(Title)

BY: Nelson deQuintal
Attorney in Fact

BY: [Signature]

(SEAL)