

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-12-03

This agreement is made this the 18 day of August 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and SKC Construction, Inc hereinafter referred to as the "Contractor" and its 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:

#### FY2012 CRACK SEALING PROGRAM

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 M-12-03 for FY 2012 CRACK SEALING PROGRAM, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-12-03 - Legal Notice
    - iv) Special Provisions
    - v) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: August 3, 2011
  - 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 as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed and a Work Order from the Village and shall complete work on this project within 30 calendar days from the date of the issuance of a work order. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any

payment on 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 on 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. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

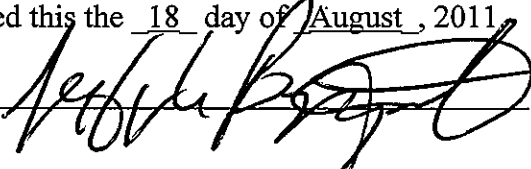
IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this the 18 day of August, 2011.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

SKC Construction, Inc.  
Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation

Accepted this the 18 day of August, 2011.

By   
By \_\_\_\_\_

JEFFREY K. BERGQUIST  
PRESIDENT

\_\_\_\_\_  
Position/Title  
\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 18 day of August, 2011.

  
William J. Mueller, Village President

Attest:

  
Brigitte O'Brien, Village Clerk

Bond No. 929531317  
Executed in Three Counterparts

## VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we SKC Construction, Inc., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota, 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 One hundred Forty Thousand and 00/00 Dollars (\$140,000.00) 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 this the 18 day of August, 2011, for the construction of the work designated:

#### FY 2012 CRACK SEALING PROGRAM

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 the  
18 day of August, 2011.

VILLAGE OF LOMBARD

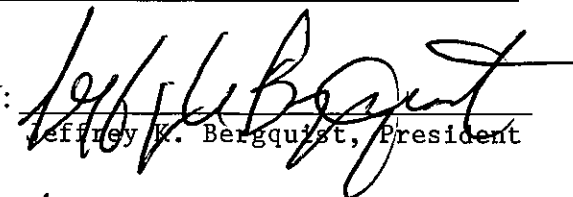
BY:   
Village President

ATTEST:  
  
Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this the  
18 day of August, 2011.


PRINCIPAL:

SKC Construction, Inc.

BY:   
Jeffrey W. Bergquist, President

ATTEST:  


SURETY: Western Surety Company

BY:   
(Title) K. R. Leander  
Attorney-in-Fact

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)





STATE OF Illinois

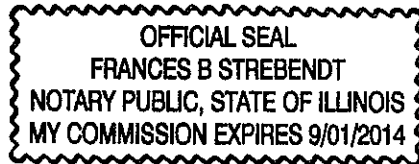
COUNTY OF DuPage

I, **Frances B. Strebendt**, Notary Public of DuPage County, in the State of Illinois, do hereby certify that **K. R. Leander, Attorney-in-Fact**, of the **Western Surety Company**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the **Western Surety Company**, for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County on the **18<sup>th</sup>** day of **August, 2011**.

*Frances B. Strebendt*

Notary Public



STATE OF TEXAS

COUNTY OF DALLAS

Know all men by these presents, that \_\_\_\_\_ of the County of \_\_\_\_\_ State of Texas, for and in consideration of the sum of \_\_\_\_\_ Dollars, to \_\_\_\_\_ in hand paid by \_\_\_\_\_ the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said \_\_\_\_\_ of the County of \_\_\_\_\_ State of Texas, all that certain \_\_\_\_\_

WITNESSETH that the above premises are the legal and lawful property of the said \_\_\_\_\_ and that he is the owner thereof, and that he has no other heirs, assigns or persons claiming any interest in the same.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**S G Leander, K R Leander, Frances B Strebendt, Individually**

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

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 18th day of May, 2011.



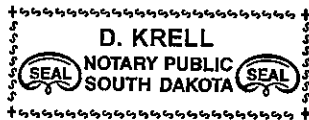
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of May, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 18th day of August, 2011.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

Jeffrey K. Bergquist, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)  
SKC Construction, Inc., having submitted a proposal for:  
(Name of Company)

The FY 2012 Crack Sealing program to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that All employee drivers  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this the 18th  
day of August, 2010.

[Signature]  
Notary Public

