

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER ST-12-01

This agreement is made this 21st day of April, 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (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:

FY 2012 CONCETE REHABILITATION AND UTILITY CUTS PACHING

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 ST-12-01 for FY 2012 CONCETE REHABILITATION AND UTILITY CUTS PACHING, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-12-01 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: 03/18/2011
 - 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 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 365 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 Section 5 of the Mechanics' Lien Act of Illinois, 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. 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 21st day of April 2011.

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

G&M Cement Construction
Print Company Name

Individual or Partnership _____ Corporation

Accepted this 13 day of May, 2011.

By Nick Valle

Sentor
Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of April, 2011.

William J. Mueller
William J. Mueller, Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien, Village Clerk

VILLAGE OF LOMBARD

Bond# 3-998-238

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we G & M Cement 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 Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of Ohio, 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 Seven hundred forty nine thousand six hundred five dollars and no/100----- dollars (\$ 749,605.00-----) 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 4/21/11, for the construction of the work designated:

FY 2012 CONCETE REHABILITATION AND UTILITY CUTS PACHING

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 21 day of
April, 2011.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
3rd day of May, 2011.

VILLAGE OF LOMBARD

PRINCIPAL:

G & M Cement Construction Inc

BY: *William J. ...*
Village President

BY: *Giuseppe Uboldi*

ATTEST:
Brigitte O'Brien
Village Clerk

ATTEST:
...

SURETY: Ohio Casualty Insurance Company

BY: *[Signature]*
Title

BY: *[Signature]*
Attorney in Fact

BY: _____

(SEAL)



Principal: G & M Cement Construction Co Inc

POWER OF ATTORNEY

POA Number:

Obligee: Village of Lombard

FY 2012 Concrete Rehabilitation and Utility Cuts Patching

Bond Number: 3-998-238

STATE OF OHIO,
COUNTY OF BUTLER

On this before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came , of , to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Notary Public in and for County of Butler, State of Ohio
My Commission expires

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of , extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, American Fire and Casualty Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 3rd day of May 2011

Submit