

# VILLAGE OF LOMBARD CONTRACT

## CONTRACT DOCUMENT NUMBER M-07-07

This agreement is made this 3rd day of May 2007, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and Chicagoland Paving, 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:

The proposed work is officially known as Orchard Terrace Parking Lot Improvements. The project consists of constructing a 13 stall parking lot along the south side of Orchard Terrace. In addition there are two parking lots along McGuire Drive. All of the above as well as other project details are further described in the contract documents for the said work. This work will be completed for the contract amount of \$254,721.03

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-07-07 for Orchard Terrace Parking Lot Improvements consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-07-07 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
    - vii) Addendum #1 Dated February 28, 2007
  - b. The Contractor's Bid Proposal Dated: March 6, 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 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 from the Village and shall substantially complete work on this project within 45 calendar days from the date of the Notice to Proceed and fully complete the work 7 calendar days after substantial completion. 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 3rd day of May 2007.

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

Print Company Name

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

Accepted this 3<sup>rd</sup> day of May, 2007.

By Wm. R. Bowen

Vice President  
Position/Title

By \_\_\_\_\_

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

William J. Mueller  
William J. Mueller, Village President

Attest:

Brigitte O'Brien  
Brigitte O'Brien, Village Clerk

Bond No. 54166196

## VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Chicagoland Paving Contractors, Inc.  
25 Telser Road, a company  
organized under the laws of the State of Illinois Lake Zurich, IL 60047  
United Fire & Casualty Company and licensed to do business in the State of  
Illinois as Principal and 118 Second Avenue, SE, a corporation organized and existing under the  
Cedar Rapids, IA 52407  
laws of the State of Iowa, 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 Two  
Hundred Fifty-four Thousand Seven Hundred Twenty-one and 03/100 Dollars (\$ 254,721.03 )  
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 May 3, 2007, for the construction of the work designated:

#### Orchard Terrace Parking Lot Improvements

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 \_\_\_\_ day of \_\_\_\_\_, 2007.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Village President

ATTEST:  
\_\_\_\_\_  
Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 3rd day of May, 2007.

PRINCIPAL:

Chicagoland Paving Contractors, Inc.

BY: W. R. Bowers

ATTEST:  
[Signature]

SURETY: United Fire & Casualty Company

BY: Attorney-in-fact & Agent  
(Title)

BY: Jeremiah G. Crise  
Attorney in Fact & Agent

BY: [Signature]  
ATTEST

(SEAL)

UNITED FIRE & CASUALTY COMPANY  
HOME OFFICE - CEDAR RAPIDS, IOWA  
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint

JEREMIAH G. CRISE, OR TRACI L. MATYSEK, BOTH INDIVIDUALLY OF PALATINE IL

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

**"Article V - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of January, 2006



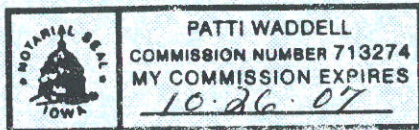
UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 30th day of January, 2006, before me personally came Randy A. Ramlo

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation 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.



*Patti Waddell*  
Notary Public  
My commission expires:

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 3rd day of May 2007.



*David A. Gange*  
Secretary

This certificate is executed by Liberty Mutual Insurance Group as respects such insurance as is afforded by those companies.

**Certificate of Insurance**

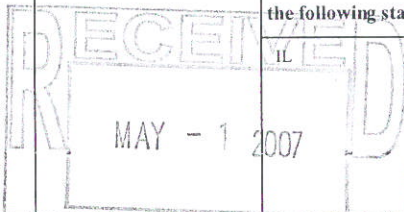
This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

CHICAGOLAND PAVING CONTRACTORS INC  
225 TELSER RD  
LAKE ZURICH, IL 60047-1582



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
<input type="checkbox"/> Continuous*	02/24/2007 / 02/24/2008	WC5-141-436121-017	Coverage afforded under WC law of the following states: IL 	<b>Employers Liability</b>
<input type="checkbox"/> Extended				<b>Bodily Injury By Accident</b> \$1,000,000 Each Accident
<input checked="" type="checkbox"/> Policy Term				<b>Bodily Injury By Disease</b> \$1,000,000 Policy Limit
				<b>Bodily Injury By Disease</b> \$1,000,000 Each Person
<b>Workers Compensation</b>				
<b>General Liability</b>	02/24/2007 / 02/24/2008	YY5-141-436121-027	<b>General Aggregate-Other than Prod/Completed Operations</b> \$2,000,000	
			<b>Products/Completed Operations Aggregate</b> \$1,000,000	
			<b>Bodily Injury and Property Damage Liability</b> \$1,000,000	<b>Per Occurrence</b>
			<b>Personal and Advertising Injury</b> \$1,000,000	<b>Per Person / Organization</b>
			<b>Other Liability</b> Medical Pay \$5,000	<b>Other Liability</b> Fire Legal \$100,000
<b>Automobile Liability</b>	02/24/2007 / 02/24/2008	AS5-141-436121-047	<b>Each Accident - Single Limit - B. I. and P. D. Combined</b> \$1,000,000	
			<b>Each Person</b>	
			<b>Each Accident or Occurrence</b>	
			<b>Each Accident or Occurrence</b>	
<b>Umbrella Excess Liability</b>	02/24/2007 / 02/24/2008	TH2-641-436121-037	\$10,000,000 EACH OCCURRENCE	
			\$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS/COMPLETED	


**C** PER PROJECT AGGREGATE; X,C,U INCLUDED: -- Job Description: Village of Lombard - Orchard Terrace Parking Lot Improvements  
**O** Additional Insured: Village of Lombard and its officers, agents and employees is an additional insured under the General Liability policy if required by a written contract with  
**M** the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement.  
**M** This Insurance is Primary and Non-Contributory.  
**E**  
**N**  
**T**  
**S**

\*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.  
 Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.  
 Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number. FL Registered Commercial Vehicles: As provided for in section 320.02 (5) (E) FL State, the listed insurance policy may not be cancelled on less than 30 days written notice by the insurer to the Department of Hwy Safety & Motor Vehicles, such 30 days notice to commence from date notice is received by the Department.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office: WOODFIELD LAKES, IL Phone: 847-413-9101

Certificate Holder:  
Department of Public Works  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148

  
**ROBBIN NEVILLE**  
 Authorized Representative