

**RECEIVED**

SEP - 6 2012

C.T.R. SYSTEMS, INC.

**VILLAGE OF LOMBARD**

**CONTRACT**

**CONTRACT DOCUMENT NUMBER SAN-12B-01**

This agreement is made this 6 day of sept, 2012, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Chicagoland Trenchless Rehabilitation Systems, 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:

FY 2012B SEWER CLEANING AND TELEVISIONING

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 SAN-12B-01 for FY 2012B SEWER CLEANING AND TELEVISIONING, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number SAN-12B-01 - Legal Notice
- iv) General Provisions
- v) Special Provisions
- vi) Plans and Specifications

b. The Contractor's Bid Proposal Dated: July 19, 2012

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 150 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 6<sup>th</sup> day of Sept. 2012.

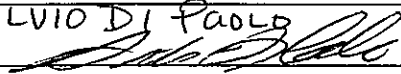
If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

CTR Systems, Inc.

Print Company Name

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

Accepted this 6<sup>th</sup> day of Sept., 2012.

By SILVIO DI PAOLO  


VICE PRESIDENT

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6 day of September, 2012.

Gregory A. Gron  
 Greg Gron Village President Pro-Tem

Attest:

Brigitte O'Brien  
 Brigitte O'Brien, Village Clerk

# VILLAGE OF LOMBARD

## CONTRACT BOND

Bond No. 9151098

KNOW ALL MEN BY THESE PRESENTS, that we <sup>Chicago and Trenchless Rehabilitation, Inc.</sup> ~~Chicago and Trenchless Rehabilitation, 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 <sup>Washington International Insurance Company</sup> ~~Washington International Insurance Company~~, a corporation organized and existing under the laws of the State of Illinois, 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 Seventy Five Thousand, Six Hundred Forty Four & 50/100 dollars (\$75,644.50) 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 8/23/2012, for the construction of the work designated:

### FY 2012B SEWER CLEANING AND TELEVISIONING

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 6 day of  
September, 2012.

VILLAGE OF LOMBARD

BY: Gregory A. Gron  
Greg Gron Village President Pro-Tem

ATTEST:  
Brigitte O'Brien  
Brigitte O'Brien Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
12th day of September, 2012.

PRINCIPAL:  
ChicagoLand Trenchless,  
Rehabilitation, Inc. \_\_\_\_\_

BY: Silvio Di Paolo  
SILVIO DI PAOLO

ATTEST:  
David Di Paolo  
DAVID DI PAOLO, Secretary

Washington International Insurance  
SURETY: Company

BY: William P. Maher, Attorney-in-Fact  
(Title)

BY: William P. Maher  
Attorney in Fact

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

(SEAL)

APPROVED this 6 day of  
September, 2012.

VILLAGE OF LOMBARD

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Greg Gron Village President Pro-Tem

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Brigitte O'Brien Village Clerk

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Washington International Insurance  
SURETY: Company

BY: William P. Maher, Attorney-in-Fact  
(Title)

BY: William P. Maher  
Attorney in Fact

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

(SEAL)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN, SUSAN MURRAY,

JEFFREY S. MOORE, PATSY COLLAZO and JACQUELINE BRENNER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the

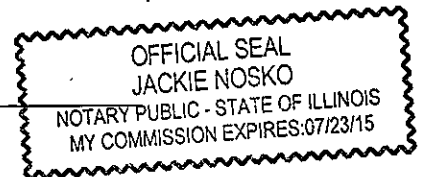
FIFTY MILLION (\$50,000,000.00) DOLLARS

STATE OF Illinois)  
(COUNTY OF Cook)

On this 12th day of September 2012 before me came William P. Maher, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT WASHINGTON INTERNATIONAL INSURANCE COMPANY at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Jackie Nosko*  
Notary Public



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of August, 2012.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 15th day of August, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



*Donna D. Sklens*  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of September, 2012.

*Jeff Goldberg*  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company