



**VILLAGE OF LOMBARD
CONTRACT**

**WATER MAIN EVALUATION
AND REHABILITATION PROJECT
CONTRACT DOCUMENT NUMBER: WA 18 05**

This agreement is made this 20th day of June, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Ferpal Construction USA, LLC of Elgin, IL. (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:

Evaluation and CIPP Water Main Lining for Identified Locations

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 18 05, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Propose
 - iv) General Terms and Conditions
 - v) Summary of Work
 - vi) Project Special Provisions
 - vii) Request for Proposal
 - viii) Appendices A - E
 - c. The Contractor's Proposal Dated: May 31, 2019
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment in the amount of \$690,350.00, 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 no later than 90 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 20th day of June 2019.

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

Fer-Pal Construction USA LLC

Print Company Name

Individual or Partnership _____ Corporation x

Accepted this 31st day of July , 2019.

By Frank Garcea

Treasurer

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20th day of June, 2019.


Keith Giagnorio, Village President

Attest:


Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

Frank Garcea, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Fer-Pal Construction USA LLC, having submitted a proposal for:
(Name of Company)

The Manhole Rehabilitation Program 2019 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: 
Authorized Agent of Contractor
Frank Garcea, Treasurer

Subscribed and sworn to before me this 31st day of July, 2019.


Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road Suite 650 Schaumburg IL 60173	CONTACT NAME: Carol L Hammond
	PHONE (A/C, No, Ext): (847) 934-6100 FAX (A/C, No): (847) 934-6186 E-MAIL ADDRESS: chammond@dspins.com
INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Indemnity Company NAIC # 28258
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:


INSURED (847) 214-0103 **CERTIFICATE NUMBER:** Cert ID 27086 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	37-228538-02-02	06/25/2019	06/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract WA-18-05 CIPP Structural Water Main Lining
 Water Main Evaluation and Open Rehabilitation Project

CERTIFICATE HOLDER Villate of Lombard 1051 S. Hammes Schmidt Ave. Lombard IL 60148	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2019

PRODUCER RDA Inc. 290 Rowntree Dairy Road Woodbridge, ON L4L 9J7	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Fer-Pal Construction USA, LLC 1350 Gasket Drive Elgin, IL 60120	INSURER A: Zurich Insurance Company Ltd.	
	INSURER B: Liberty Mutual Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO4845846	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP0399353	01/15/2019	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	N/A			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NIL	8613339	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Pollution Liability	003481701	03/11/2019	03/11/2020	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PROJECT: Water Main Evaluation and Open Rehabilitation Project - Contract No. WA-18-05

The Village of Lombard and its officers, agents and employees is/are added as additional insured with respect to the liability arising out of the Named Insured's operations for the project noted above.

CERTIFICATE HOLDER

Village of Lombard
 1051 S. Hammerschmidt Avenue
 Lombard, IL 60148

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OR AVOIDANCE OF LIABILITY OF ANY KIND FROM THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



MAINTENANCE BOND

BOND NO. TS5235029

KNOW ALL MEN BY THESE PRESENTS:

That we Fer-Pal Construction USA, LLC as Principal, and
The Guarantee Company of North America USA as Surety, are held and firmly bound unto _____
Village of Lombard

as Obligee in the sum of Sxity Nine Thousand Thirty Five
_____00/100 Dollars (\$ 69,035.00) for which sum,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the 21st day of June, 2019, Principal entered into a contract with the
Obligee for:

Water Main Evaluation and Open Rehabilitation Project
CONTRACT NO.: WA-18-05

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material
or construction that shall appear within 1 year(s) from the date of the substantial completion,
(December 31, 2019) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 26th day of June, 2019.

[Signature]
Witness Lucy Filice

Fer-Pal Construction USA, LLC

BY: [Signature]
Principal
ITS: Frank Garcea, Treasurer

[Signature]
Witness Maria Suarez

The Guarantee Company of North America USA
BY: [Signature]
Attorney-In-Fact Korey Pettit



POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Irene LeBlanc, Theresa Hedberg, Dina Amaro-Ellias, Richard Longland, Paul Hollingworth, Yves Boilard, Benoit Phénix, Nathalie Sanscartier, Cheryl Best-Pope, Olga Iankine, Dan Fletcher, Michel Bourque, François Forget, Nelson de Quintal, Pamela Martin, Chelsea Fish, Greg Forsythe, Korey Pettit, Maryse Bertrand, Kim Roberts, David Thorpe, Bryan Kechnie, Thomas Mateo, Maria Suarez, Jennifer Love, Paul McAvoy, Justin Eccleston, Farah Harun, Kiru Ratnasingam, James Harris, Fadi Mortada
The Guarantee Company of North America

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of June, 2019

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2018

ASSETS

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
Premium and Agents Balances (under 90 days)	5,007,524
Reinsurance Receivable on paid losses	529,666
Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	<u>1,195,275</u>
Total Admitted Assets	<u><u>\$249,549,181</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
Ceded Reinsurance Premiums Payable	1,207,940
Taxes, Licenses and Fees Payable	374,668
Federal Income Tax Payable	296,413
Funds Held	9,869,832
Other Liabilities	<u>1,844,929</u>
Total Liabilities	<u><u>\$ 49,626,979</u></u>

CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>55,901,232</u>
Total Policyholders' Surplus	<u><u>\$199,922,202</u></u>
 Total Liabilities, Capital and Surplus	 <u><u>\$249,549,181</u></u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2018.

Sworn to before me this 19th day of March 2019.

Cynthia A. Takai
Notary

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County


Stephen C. Ruschak, President & COO