

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER RM 46

This Contract is made this 15~~th~~ day of February 2024, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Globe Construction 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 2024 SIDEWALK & CURB IMPROVEMENT PROGRAM

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. FY 2024 SIDEWALK & CURB IMPROVEMENT PROGRAM incorporates MPI Concrete Flatwork, dated February 2, 2022.
    - i) Cover Sheet;
    - ii) Notice to Bidders on Contract Document Concrete Flatwork - Legal Notice;
    - iii) Schedule of Prices;
    - iv) General Terms and Conditions;
    - v) Labor Statutes, Records and Rates;
    - vi) Technical Terms and Conditions;
    - vii) Municipality References;
    - viii) Disqualification of Certain Bidders;
    - ix) Anti-Collusion Affidavit and Contractor's Certification;
    - x) Conflict of Interest;
    - xi) Tax Compliance Affidavit;
    - xii) Sub-Contractor Information;
    - xiii) Participation Affidavit;
    - xiv) Addenda;
    - xv) Appendix B – Technical Specifications;
    - xvi) Appendix C – Estimated Quantity by Municipality
  - b. The Contractor's Bid Proposal Dated: February 2, 2024 (see attached)
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
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 on or before October 31, 2024. 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 \_\_\_ day of February, 2024.

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

\_\_\_\_\_  
Print Company Name

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

Accepted this 7th day of FEBRUARY, 2024.

  
\_\_\_\_\_  
By

PETER MARTIRE  
\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of February, 2024.

  
\_\_\_\_\_  
Village President

Attest:

  
\_\_\_\_\_  
Village Clerk

## VILLAGE OF LOMBARD

BOND NO. 9199505

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Globe Construction, Inc., a company organized under the laws of the State of IL and licensed to do business in the State of Illinois as Principal and Swiss Re Corporate Solutions Premier Insurance Corporation a corporation organized and existing under the laws of the State of MO, 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 three hundred forty three thousand, six hundred and thirty seven dollars and seventy nine cents ( \$343,637.79), 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 02/15/2024 for the construction of the work designated:

#### FY 2024 SIDEWALK AND CURB IMPROVEMENT 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,

APPROVED this 15th day of  
February, 2024.

IN WITNESS WHEREOF, We have  
duly executed the foregoing  
obligation this 15th day of  
February, 2024.

VILLAGE OF LOMBARD

PRINCIPAL:

Globe Construction, Inc.

BY: [Signature]  
Keith T. Giagnorio, Village President

BY: [Signature]  
Peter Martire, President

ATTEST:  
[Signature]  
Liz Brezinski, Village Clerk

ATTEST:  
[Signature]

SURETY: \_\_\_\_\_

Swiss Re Corporate Solutions  
BY: Premier Insurance Corporation  
(Title)

BY: Carl Dohn, Jr.  
Attorney in Fact

BY: [Signature]

(SEAL)



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: Carl Dohn, Jr.

Principal: Globe Construction, Inc.
Obligee: Village of Lombard
Bond Description: FY 2024 Sidewalk & Curb Improvement Program
Bond Number: 9199505
Bond Amount: See Bond Form

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 amount of:

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC
By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois
County of Cook
[SS]

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, 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.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of February, 20 24.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC