



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS-12-03 (Phase 1 & Phase 2)

This agreement is made this 2nd day of May 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Martam 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:

The site is located in the northwest corner of the Village of Lombard. The site boundaries are Crystal Avenue to the north, Park Avenue to the east, Greenfield Avenue to the south, and Elizabeth Street to the west, and east of Park View Elementary School. Improvements also extend on to Village property (115 Crystal Ave). The proposed improvements consists of constructing approximately 675 ft. of storm sewer with catch basins, man holes and flared end section, rip-rap within the pond, a pump station and sediment collection chamber, approximately, 955 sq. ft. of sidewalk and 96 sq. yd. Turf Reinforcement Paver System, one light pole, 185 sq. yd. of HMA path, temporary erosion control, earth excavation, unsuitable material excavation, aggregate backfill, Class 1 seeding, native seeding, topsoil, dewatering, temporary soil retention system, a cofferdam, and other items as noted in the plan and summary of quantities. This project includes in-pond work, impacts to wetlands and pedestrian/vehicular traffic control. All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Christopher B. Burke Engineering, Ltd.

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 SS 12 03 for Terrace View Pond Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST 12 03 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: April 18, 2013
 - c. Addendum #1 dated: April 22, 2013
 - 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 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 164 calendar days from the date of the Notice to Proceed (150 calendar days to substantial completion with 14 calendar days for punch list work). 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 2nd day of May 2013.

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

MARTAM CONSTRUCTION, INC.
Print Company Name

Individual or Partnership _____ Corporation

Accepted this 7 day of MAY, 2013.

By [Signature]
By _____

Corporate Secretary
Position/Title

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of May, 2013.

[Signature]
Keith Giagnorio, Village President

Attest:

[Signature]
Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD CONTRACT BOND

Bond No. 929572242

Duplicate Originals

KNOW ALL MEN BY THESE PRESENTS, that we Martam 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 *** Continental Casualty Company ***, a corporation organized and existing under the laws of the State of IL, 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 One Million Two Hundred Twenty Seven Thousand Four Hundred dollars (\$1,227,446.00) Forty Six Dollars and Zero Cents 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 2, 2013, for the construction of the work designated:

Terrace View Pond 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 2nd day of
May, 2013.

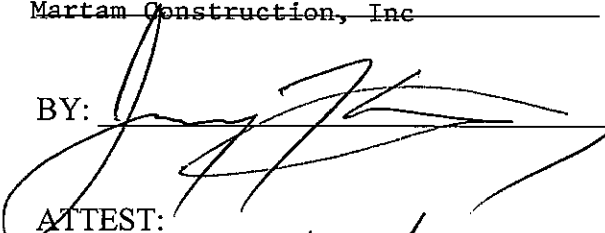
IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
8th day of May, 2013.


VILLAGE OF LOMBARD

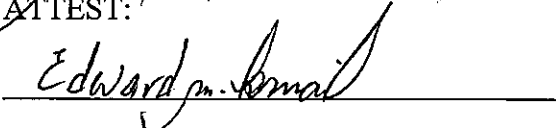
PRINCIPAL:

Martam Construction, Inc

BY: 
Keith Giagnorio, Village President

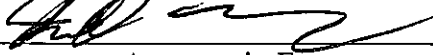
BY: 

ATTEST:

Sharon Kuderna, Village Clerk

ATTEST:


SURETY: Continental Casualty Company

BY: Harold Miller Jr., Attorney-in-Fact
(Title)

BY: 
Attorney in Fact

BY: _____

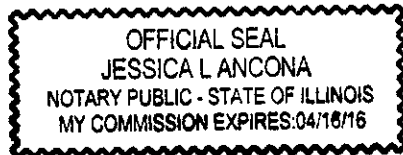
(SEAL)

State of Illinois }
County of DuPage } ss:

On this 8th day May in the year two thousand thirteen, before me, Jessica L. Ancona, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Miller Jr., known to me to be the duly authorized Attorney-in-fact of the Continental Casualty Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said Harold Miller Jr., duly acknowledged to me that he subscribed the name of the Continental Casualty Company own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My commission expires 4/16/2016
Notary Public in and for Jessica L. Ancona
County, State of Cook, Illinois



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Karen E Socha, Sharon A Foulk, Harold Miller Jr, David John Jackson, Michael R Pesch, Carol Kelch, Arlene M Filipki, Jon A Schroeder, William T Krumm, Matthew V Buol, Jodie Sellers, Individually

of Itasca, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 11th day of October, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Stathy Darcy
Senior Vice President

State of Illinois, County of Cook, ss:

On this 11th day of October, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of May, 2013.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A Ribikawskis
Assistant Secretary

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

MARTAM CONSTRUCTION, INC., having submitted a proposal for:
(Name of Company)

Terrace View Pond Improvements 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.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: [Signature] Secretary
Authorized Agent of Contractor

Subscribed and sworn to
before me this 8th
day of May, 2013.

Jessica L Ancona
Notary Public

