



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER ST-12-02.2

This agreement is made this 2<sup>nd</sup> 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 ALamp Concrete Contractors 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 proposed work is officially known as "Finley Road Pavement Rehabilitation – Phase 2". The project involves the rehabilitation of Finley Road (approximately 2,990 linear feet). The project is located north of Roosevelt Road and south of St. Charles Road. The scope of work includes the removal of 3" of existing pavement surface along Finley Road. The roadway will be replaced with a 5" Portland Cement Concrete Overlay. Furthermore, curb & gutter replacement, sidewalk replacement, driveway reconstruction, storm sewer construction, water main replacement, and sanitary sewer construction will all be included in the scope of work for this project. 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 Civiltech Engineering, Inc.

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 ST 12 02.2 for Finley Road Pavement Rehabilitation – Phase 2, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST 12 02.2 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 9, 2013
  - c. Addendum #1 dated: April 2, 2013 & Addendum #2, dated April 3, 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.

Alamp Concrete Contractors, Inc.  
Print Company Name

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

Accepted this 2th day of May  
Adul Lempert President  
By \_\_\_\_\_ Position/Title

[Signature] Secretary  
By \_\_\_\_\_ Position/Title



THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of May, 2013.

[Signature]  
, Village President

Attest:

[Signature]  
, Village Clerk

### VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

Lamp Concrete Contractors, Inc., having submitted a proposal for:  
(Name of Company)

Finley Road Pavement Rehabilitation – Phase 2 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.

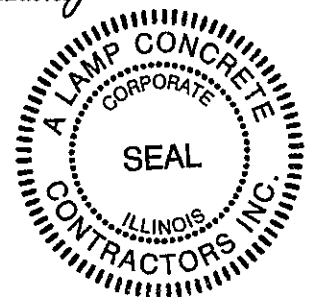
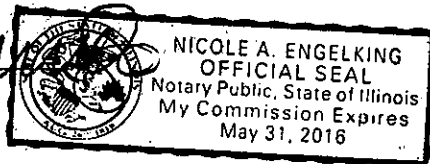
4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Adele Lampignano  
Authorized Agent of Contractor

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

Nicole Engelking  
Notary Public



## VILLAGE OF LOMBARD CONTRACT BOND

Bond No. 1021722

A. Lamp Concrete Contractors, Inc.

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and The Hanover Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, 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 Million, Six Thousand, Nine Hundred Seventy-One and 10/100 dollars (\$ 2,006,971.10 ) 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:

Finley Road Pavement Rehabilitation – Phase 2

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.

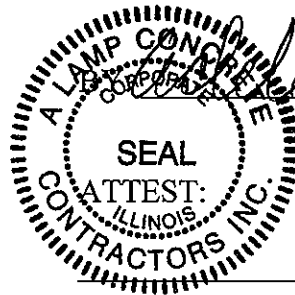
VILLAGE OF LOMBARD



PRINCIPAL:

A. Lamp Concrete Contractors, Inc.

BY:

  
Village President




  


ATTEST:

  
Village Clerk

SURETY: The Hanover Insurance Company

BY:

  
(Title)

BY:

Thomas O. Chambers  
Attorney in Fact

BY:

\_\_\_\_\_

(SEAL)

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of Racine, WI and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance:

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 1st day of March 2012.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*

Robert Thomas, Vice President

*Joe Brenstrom*

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 1st day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies; and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 8th day of May 2013

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*

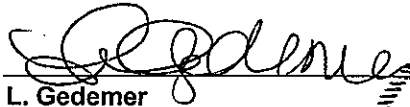
Glenn Margosian, Vice President

STATE OF WISCONSIN )

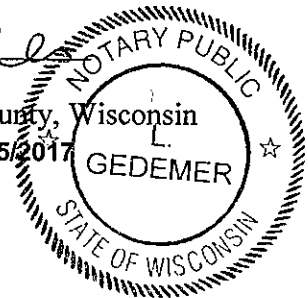
COUNTY OF Racine )

ON THIS 8th day of May, 2013,

before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the The Hanover Insurance Company, a corporation of New Hampshire, created, organized and existing under and by virtue of the laws of the State of New Hampshire; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



L. Gedemer  
Notary Public, Racine County, Wisconsin  
My Commission Expires 2/5/2017







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2013

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.

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.

PRODUCER: TIM M OHM (03720), 245 S GARY AVE, CAROL STREAM, IL 60188-0000
CONTACT NAME: TIM M OHM
PHONE (A/C, No, Ext): 630-668-4518
FAX (A/C, No): 630-668-1395
E-MAIL ADDRESS: TIM.OHM@COUNTRYFINANCIAL.COM
INSURER(S) AFFORDING COVERAGE: COUNTRY Mutual Insurance Company
NAIC #: 20990

INSURED 2971527
UNION PACIFIC RAILROAD
% ALAMP CONCRETE
1900 WRIGHT BLVD
SCHAUMBURG, IL 60193

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
JOB NAME:
ALAMP JOB NO. 13020
CONTRACT NO. ST-12-02.2
LOMBARD, DUPAGE COUNTY
(CONTINUED)

CERTIFICATE HOLDER: VILLAGE OF LOMBARD, 255 E WILSON 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.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB9091844		UNION PACIFIC RAILROAD % ALAMP CONCRETE 1900 WRIGHT BLVD SCHAUMBURG, IL 60193	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 5/7/2013	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(JOB NAME CONTINUED)  
FINLEY ROAD PAVEMENT  
REHABILITATION - PHASE 2



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2013

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).

<b>PRODUCER</b> TIM M OHM (03720) 245 S GARY AVE CAROL STREAM, IL 60188-0000	<b>CONTACT NAME:</b> TIM M OHM <b>PHONE (A/C No, Ext):</b> 630-668-4518 <b>E-MAIL ADDRESS:</b> TIM.OHM@COUNTRYFINANCIAL.COM	<b>FAX (A/C No):</b> 630-668-1395
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 2971527 A LAMP CONCRETE / CONTRACTORS INC 1900 WRIGHT BLVD SCHAUMBURG, IL 601934587	<b>INSURER A:</b> COUNTRY Mutual Insurance Company	<b>NAIC #</b> 20990
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:**      **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	AB2206031	2/5/2013	2/5/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	AV2206031	2/5/2013	2/5/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y    N/A	AW2206031	2/5/2013	2/5/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JOB NAME:  
13020  
CONTRACT NO ST-12-02.2  
LOMBARD, DUPAGE COUNTY  
(CONTINUED)

<b>CERTIFICATE HOLDER</b>  VILLAGE OF LOMBARD 255 E WILSON AVE LOMBARD, IL 60148	<b>CANCELLATION</b>  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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### ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER AB2206031		A LAMP CONCRETE / CONTRACTORS INC 1900 WRIGHT BLVD SCHAUMBURG, IL 601934587	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 5/7/2013	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(JOB NAME CONTINUED)  
FINLEY ROAD PAVEMENT REHABILITATION - PHASE 2  
THE COVERAGE AND LIMITS ARE CONFORM WITH THE MINIMUMS REQUIRED BY ART. 107.27 OF THE STANDARD SPECS FOR ROAD &  
BRIDGE CONSTRUCTION  
SEE ATTACHED ENDORSEMENT CG2503

ADDITIONAL INSURED(S):  
VILLAGE OF LOMBARD AND ITS OFFICERS, AGENTS, AND EMPLOYEES

UNION PACIFIC RAILROAD

WORKERS COMPENSATION EXCLUSIONS:  
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY  
ENDORSEMENT.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
VILLAGE OF LOMBARD AND ITS OFFICERS, AGENTS, AND EMPLOYEES  UNION PACIFIC RAILROAD	13020 CONTRACT NO ST-12-02.2 LOMBARD, DUPAGE COUNTY FINLEY ROAD PAVEMENT REHABILITATION - PHASE 2 THE COVERAGE AND LIMITS ARE CONFORM WITH THE MINIMUMS REQUIRED BY ART. 107.27 OF THE STANDARD SPECS FOR ROAD & BRIDGE CONSTRUCTION SEE ATTACHED ENDORSEMENT CG2503
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: AB2206031

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

EFFECTIVE DATE: 5/7/2013

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
VILLAGE OF LOMBARD AND ITS OFFICERS, AGENTS, AND EMPLOYEES  UNION PACIFIC RAILROAD	13020 CONTRACT NO ST-12-02.2 LOMBARD, DUPAGE COUNTY FINLEY ROAD PAVEMENT REHABILITATION - PHASE 2 THE COVERAGE AND LIMITS ARE CONFORM WITH THE MINIMUMS REQUIRED BY ART. 107.27 OF THE STANDARD SPECS FOR ROAD & BRIDGE CONSTRUCTION SEE ATTACHED ENDORSEMENT CG2503
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: AV2206031

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## DESIGNATED INSURED

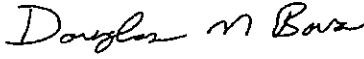
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/7/2013	Countersigned By    (Authorized Representative)
Named Insured: A LAMP CONCRETE	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> VILLAGE OF LOMBARD AND ITS OFFICERS, AGENTS, AND EMPLOYEES (Continued on following Schedule)
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

## Schedule for Endorsement

CA2048 FOR POLICY AV2206031

UNION PACIFIC RAILROAD



Client#: 6551

ALAMP CON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/07/2013

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: Schwartz Brothers Insurance, 500 West Madison Street, Suite 2700, Chicago, IL 60661. CONTACT NAME, PHONE (A/C, No, Ext): 312 630-0800, FAX (A/C, No): 312-630-0833. INSURED: A Lamp Concrete Contractors Inc., 1900 Wright Blvd, Schaumburg, IL 60193. INSURER(S) AFFORDING COVERAGE: Starr Indemnity Company.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Job Name: #13020 - Contract No. ST-12-02.2, Lombard, DuPage County - Finley Road - Pavement Rehabilitation Phase 2. This policy is Excess over all policies issued by Country Mutual Insurance Company and "follows form" in regards to additional insured's and waivers of subrogation, if any.

CERTIFICATE HOLDER: Village of Lombard, 255 E. Wilson 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: [Signature]

POLICY NUMBER:  
AB2206031

COMMERCIAL  
GENERAL LIABILITY  
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Projects: 13020 CONTRACT NO ST-12-02.2 LOMBARD, DUPAGE COUNTY, FINLEY ROAD PAVEMENT REHABILITATION - PHASE 2

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I ), and for all medical expenses caused by accidents under COVERAGE C (SECTION I ), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III ) not otherwise modified by this endorsement shall continue to apply as stipulated.