

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM 15, 16, 19 & 25

This agreement is made this 5th day of May, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Strada Construction Co. (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 2016 DRIVEWAY APRON AND SIDEWALK RESTORATION 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 2016 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 1, 2015. The Village Board approved the Village portion of the MPI Flatwork contract on May 7, 2015 (Legistar # 150186), and is exercising first year of a potential two (2) year extension.
 - 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) Strada Construction Co. letter dated March 21, 2016 (see attached) - agreement to honor unit prices from last year's MPI contract.
 - b. The Contractor's Bid Proposal Dated: April 1, 2015 (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 September 30, 2016. 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 May, 2016.

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

STRADA CONSTRUCTION CO

 Print Company Name

Individual or Partnership _____ Corporation

Accepted this 20th day of May, 2016.

By [Signature]

 By Nick Dull

 PRESIDENT
 Position/Title

 SECRETARY
 Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of MAY, 2016.

[Signature]

 Village President
[Signature]

 Village Clerk

Attest:

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Strada Construction Company, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Erie Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, 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 hundred twenty five thousand dollars and no/100 dollars (\$ 225,000.00) 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 5/05/2016, for the construction of the work designated:

FY 2016 DRIVEWAY APRON AND SIDEWALK RESTORATION 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.

Legistar # 160171

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.

Legistar # 160171

APPROVED this 24 day of

May, 2016.

VILLAGE OF LOMBARD

BY: [Signature]
Keith Giagnorio, Village President

ATTEST:
[Signature]
Sharon Kuderna, Village Clerk

IN WITNESS WHEREOF, We have duly

executed the foregoing Obligation this

20 day of May, 2016.

PRINCIPAL:
[Signature] ANTONIO DI PAOLI

BY: [Signature]

ATTEST:
[Signature]

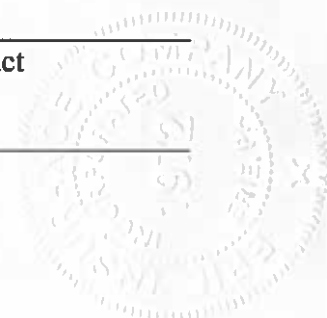
SURETY: ERIE INSURANCE COMPANY

BY: ATTORNEY IN FACT
(Title)

BY: [Signature]
Attorney in Fact

BY: _____

(SEAL)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint _____
Christopher J. Bechtold, Richard G. Bechtold and Elizabeth Goeller

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, _____
each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind the ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

"Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-fact at any time and revoke the power and authority given to him, and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

"Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Jeffrey A. Ludrof
Jeffrey A. Ludrof
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2008
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



J. R. Van Gorder
J. R. Van Gorder, Secretary

this 18th day of May 2016