

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-10-06

This agreement is made this 7<sup>th</sup> day of October, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Gaffney's PMI (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:

Elizabeth Street Interconnect with the Union Pacific Railroad: the work will include installation of new equipment, equipment upgrades, and traffic signal modifications necessary to connect the Elizabeth Street and St. Charles Road control cabinet to the Union Pacific switchgear cabinet. 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 V3 Companies, Consulting Engineers.

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 M-10-06 for Elizabeth St. Interconnect with UPR, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-10-06 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
    - vii) Addendum #1
  - b. The Contractor's Bid Proposal Dated September 3, 2010
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. 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 55 working 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 7<sup>th</sup> day of October, 2010.

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

Gaffney's PMI

Print Company Name

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

Accepted this 18<sup>th</sup> day of October, 2010.

By Dwayne K. Bal  
 By [Signature]

[Signature]  
 Position/Title  
VP  
 Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of October, 2010.

[Signature]  
 William J. Mueller, Village President

Attest:

[Signature]  
 Brigitte O'Brien, Village Clerk

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM. INCLUDE THESE PREMIUM CHARGES IN YOUR CHANGE ORDERS.

**VILLAGE OF LOMBARD**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Gaffney's Protective Maintenance, Inc., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Ullico Casualty Company, a corporation organized and existing under the laws of the State of Delaware, 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 Hundred Twenty-Five Thousand Twenty and 10/100 dollars (\$ 125,020.10 ) 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 October 7, 2010, for the construction of the work designated:

Elizabeth St. Interconnect with Union Pacific Railroad

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 7<sup>th</sup> day of  
October, 2010.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
18<sup>th</sup> day of October, 2010.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: [Signature]  
Village President

Grafton's PMI

BY: Dwayne K. Bol

ATTEST:  
[Signature]  
Village Clerk

ATTEST:  
[Signature]

SURETY: Ullico Casualty Company

BY: \_\_\_\_\_  
(Title)

BY: [Signature]  
Jeremy Crawford, Attorney in Fact

BY: \_\_\_\_\_

(SEAL)



ULLICO Casualty Company  
1625 Eye Street, N.W. Washington D.C. 20006  
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That ULLICO CASUALTY COMPANY (the Company), a corporation organized and existing under the laws of the State of Delaware, does hereby constitute and appoint: **Michael Williams, Jeremy Crawford, William J. Nemeč, Katherine S Grimsley, and Andrea J. Michael of C\*C\*I Surety, Inc., a Minnesota Corporation,**

Its true and lawful Attorney (s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$4,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of ULLICO Casualty Company at a meeting duly called the 15th day of July, 2009.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, ULLICO CASUALTY COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized office this 18th day of October 2010.



Daniel Aronowitz  
President ULLICO Casualty Company, a Delaware Corporation.

On this 16<sup>th</sup> day of July 2010, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the ULLICO CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

CATHERINE M. OBRIEN  
NOTARY PUBLIC STATE OF MARYLAND  
MONTGOMERY COUNTY  
MY COMMISSION EXPIRES JANUARY 21, 2012  
CERTIFICATE

I, Teresa E. Valentine, Senior Vice President, General Counsel and Secretary of ULLICO Casualty Company, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 16<sup>th</sup> day of July 2009 are true and correct and are still in full force and effect. I do further certify that that Daniel Aronowitz, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of ULLICO Casualty Company,

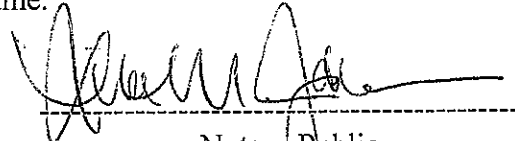
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16<sup>th</sup> day of July 2009.

Teresa E. Valentine  
Senior Vice President, General Counsel & Secretary  
ULLICO Casualty Company

Acknowledgment of Surety

State of Minnesota  
County of Hennepin

On this 18<sup>th</sup> day of October, 2010 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Ullico Casualty Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public

