VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER RM-PROG-34

This agreement is made this 4th day of September, 2014, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Marking Specialists Corporation (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 removal of existing pavement markings and the replacement with thermoplastic pavement markings on Main Street consisting of various colors, sizes, and shapes. The project length is approximately 2,500 feet on two asphalt sections of Main Street including intersections, and the project limits are listed below.

- North Avenue south crosswalk through roadway taper 220 feet north of Goebel Avenue
- Maple Street north stop bar through East Washington Street
- 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 RM-PROG-34 for 2014 Pavement Marking Program, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM-PROG-34 Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: August 19, 2014
 - 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 40 calendar 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 4^{th} day of <u>September 2014</u>.

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

WARKIN	IG SPECIALIS IS CORPORATION
Pri	nt Company Name
Individual or Partnership Corporation	×
Accepted this 15 day of Statember, 20	14.
Mhrade Ganal	POESONENT
By Dolore y. Buery	Position/Title Secutive/ Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	1 OSRIOID TRUE
Accepted this 4 th day of September, 2014.	hdr.
Attest:	Keith Giagnorio, Village President Shaw Kuderna Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

Band #84000152

KNOW ALL MEN BY THESE PRESENTS, that we Marking Specialists Corporation, a company						
organized under the laws of the State of and licensed to do business in the State of						
Illinois as Principal and The Chio Casualty Insurance company, a corporation organized and existing under the						
laws of the State of, 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						
Twenty Four Thousand, Nine Hundred Forty Nine —35/100th dollars (\$ 24.44.35						
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 September 4, 2014, for the construction of the work designated:

2014 Pavement Marking 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, 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 4^{th} day of September, 2014.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this __15_ day of _September_______, 2014.

VILLAGE OF LOMBARD

MARKING SPECIALISIS CORPORATION

BY:

ATTEST:

PRINCIPAL:

SURETY: The Chio Casualty Insurance Company

BY: Katherine J. Foreit, Attorney-in-Fact

(Title)

Y: Manuale J.

Attorney in Fact

(SEAL)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6555520

American Fire and Casualty Company. The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adrienne C. Stevenson; Amy B. Wickett; Beatriz Polito; C. R. Hernandez; Douglas M. Schmude; John K. Johnson; Katherine J. Foreit; Michael Dougherty

all of the city of CHICAGO state of IL each individually if there be more than one named, its true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April 2014 American Fire and Casualty Company

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STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

for mortgage, note, loan, letter of credit, rate, interest rate or residual value guarantees.

Not valid for currency rate

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. David M. Carey, Assistant Secretary

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company

West American Insurance Company

2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. COMMONWEALTH OF PENNSYLVANIA

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- Notarial Seal Teresa Pastella, Notery Public Plymouth Two Monigon by Colin My Commission Expires March 28: 2017 blamkier Consciounds Securiation of Unturies

Teresa Pastella . Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company; The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety. obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

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STATE OF ILLINOIS COUNTY OF COOK

I. Adrienne C. Stevenson , a Notary Publi	ic in and for said County, do hereby
certify that Katherine J. Foreit	Attorney-in-Fact, of the
The Ohio Casualty Insurance Company	A New Hampshire Corporation
who is personally known to me to be the same person instrument, appeared before me this day in person, and delivered said instrument for and on behalf of:	n whose name is subscribed to the foregoin and acknowledged that they signed, sealed
The Ohio Casualty Insurance Company	A New Hampshire Corporation
for the uses and purposed therein set forth.	
Given under my hand and notarial seal at my office in this S day of September A.I.	the City of <u>Chicago</u> in said County, 0. 2014
Aduerie C & Guerran Notary Public	· · · · · ·
OFFICIAL SEAL* ADRIENNE C STEVENSON NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES DECEMBER 15, 2015	

Client#: 638824 MARKISPE

$ACORD_{m}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2014

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	CONTACT Kristin Schenn				
USI Midwest 234 Spring Lake Drive Itasca, IL 60143	PHONE (A/C, No, Ext): 630.625.5202 FAX (A/C, No): 610.537.9264 E-MAIL ADDRESS: kristin.schenn@usi.biz				
		INSURER A: AIG Assurance	40258		
Marking Specialists Corp. P.O. Box 745 Arlington Heights, IL 60005	INSURER B : Princeton Excess & Surplus Line	10786			
	INSURER C: Illinois National Insurance Com	23817			
	INSURER D:				
	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY	ABILITY GL4376508 03/31/2014 03/31/20	03/31/2015		\$1,000,000 \$100,000			
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	s10,000
						,	PERSONAL & ADV INJURY	\$1,000,000
					i			\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000 \$
Α	AUTOMOBILE LIABILITY			CA8263531	03/31/2014	03/31/2015	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,000,000
	X ANY AUTO	NY AUTO		BODILY INJURY (Per person)	\$			
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
В	UMBRELLA LIAB X OCCUR			82A3FF000111300	03/31/2014	03/31/2015	EACH OCCURRENCE	\$5,000,000
	X EXCESS LIAB CLAIMS-MADE	Į					AGGREGATE	s5,000,000
	DED RETENTION\$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC021417827	03/31/2014	03/31/2015	X WC STATU- TORY LIMITS OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,0 <u>0</u> 0
	(Mandatory in NH)		""				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s1,000,000
							en stille	eserg per i

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Re: 2014 Pavement Marking Program, Village of Lombard

The Village of Lombard and its officers, agents and employees are added as Additional Insured with respects 2 3 2014 to General Liability and Auto Liability only, in connection to the above referenced project. Umbrella follows form. The coverage afforded the Additional Insured is on a Primary and Non-Contributory basis, as per written contract.

CERTIFICATE HOLDER	 CANCELLATION

Village of Lombard Attn: Matthew H. Lew 1051 S. Hammer-Schmidt Ave. Lombard, IL. 60148 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

dh Bucky