

# VILLAGE OF LOMBARD

APR 30 2021

## CONTRACT

### CONTRACT DOCUMENT NUMBER ST 19 04

This agreement is made this 15th day of April, 2021, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Globe 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:

#### Wilson Avenue Path Connections

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. FY 2021 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 3, 2018. The Village Board approved the Village portion of the MPI Flatwork contract on April 19, 2018 (Legistar # 180183), and is accepting a proposal from the Contractor to extend unit prices from the April 3, 2018 bid for the 2021 Concrete Flatwork Contract.
    - 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) Globe Construction Inc. letter dated December 28, 2020
    - xvii) Globe Construction Inc. estimate dated March 16, 2021
    - xviii) Globe Construction Inc. email dated March 24, 2021
  - b. The Contractor's Bid Proposal Dated: April 3, 2018
  - 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 July 31, 2021. 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 15th day of April, 2021.

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

GLOBE CONSTRUCTION, INC

Print Company Name

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

Accepted this 23<sup>RD</sup> day of APRIL, 2021.

[Signature]

By

PRESIDENT

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of April, 2021.

[Signature]  
Keith Giagnorio, Village President

Attest:

[Signature]  
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD**

**CONTRACTOR'S CERTIFICATION**

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

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

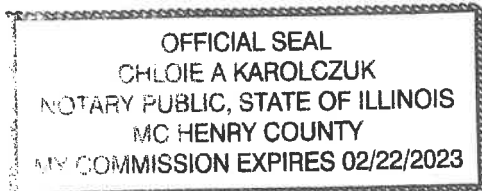
Wilson Avenue Path Connections to the Village of Lombard, hereby certifies that said Contractor:

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.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 23<sup>RD</sup>  
day of APRIL, 2021.

Chloie A. Karolczuk  
Notary Public



**VILLAGE OF LOMBARD**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Globe 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 <sup>Washington International Insurance</sup> Company, a corporation organized and existing under the laws of the State of NH, 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 Seventy Two Thousand Two Hundred Nineteen Dollars and Thirty Three Cents dollars (\$ 72,219.33 ) 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 April 15, 2021, for the construction of the work designated:

Wilson Avenue Path Connections

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.

APPROVED this 15<sup>th</sup> day of April, 2021.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
23rd day of APRIL, 2021.

VILLAGE OF LOMBARD

PRINCIPAL: GLOBE CONSTRUCTION,

BY:

  
Village President

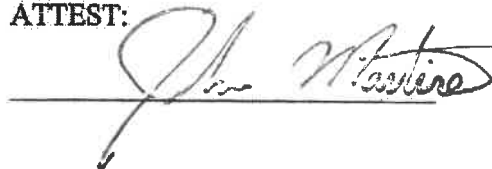
BY:



ATTEST:

  
Village Clerk

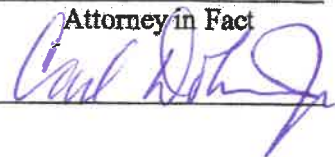
ATTEST:



SURETY:

WASHINGTON INTERNATIONAL  
BY: INSURANCE COMPANY  
(Title)

BY: Carl Dohn, Jr.

Attorney in Fact  
BY: 

(SEAL)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Carl Dohn, Jr.

Principal: Globe Construction, Inc.
Obligee: Village of Lombard
Bond Description: Wilson Avenue Path Connections

Bond Number: 9197452
Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of April, 2021.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

GLOBCC1

OP ID: SM

DATE (MM/DD/YYYY)  
03/08/2021

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 have ADDITIONAL INSURED provisions or 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 <b>Dohn &amp; Maher Associates</b> 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.		847-303-6800	CONTACT NAME: PHONE (A/C, No, Ext): <b>847-303-6800</b> E-MAIL ADDRESS: <b>certificates@dohn.com</b>	FAX (A/C, No): <b>847-303-6963</b>
INSURED <b>Globe Construction, Inc.</b> 1781 Armitage Court Addison, IL 60101		INSURER(S) AFFORDING COVERAGE <b>INSURER A : Acuity</b>		NAIC # <b>14184</b>
		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Z94714	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Z94714	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		Z94714	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Z94714	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Tools		Z94714	03/01/2021	03/01/2022	Limit 100,000
A	Installation Floa		Z94714	03/01/2021	03/01/2022	Limit 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: 2020 Concrete Rehabilitation. The following are included as Additional Insured to General Liability (coverage form attached) on a Primary and Non-Contributory basis as required by written contract with respects to work performed by the Named Insured: Village of Lombard and its officers, representatives, agents, and employees.**

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>VLGELOM</b>  <b>Village of Lombard</b> 255 E. Wilson 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 
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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU**

CB-7433(10-01)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an insured:
  - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy; and
  - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for the additional insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. *Bodily injury, property damage, personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.
- b. *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.



**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS  
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,  
LESSEES OR CONTRACTORS)**

CB-7245(10-01)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Section II - Who Is an Insured is amended to include as an insured:
  - a. Any person or organization for whom you have performed operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy for completed operations;
  - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an insured only with respect to liability included in the *products-completed operations hazard* arising out of *your work* performed and subject to the contract or agreement described in item 1.

2. The insurance afforded to these additional insureds does not apply to:
  - a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1;

- b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities.
3. The Limits of Insurance applicable to the additional insured are those specified in the contract or agreement described in item 1 or in the Declarations for this Coverage Form whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.