

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER ST-05-08 South Broadway Improvements – East of Chase

This agreement is made this 16th day of February, 2006, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "**Village**" and the MQ Construction Company, Inc. hereinafter referred to as the "**Contractor**" and its 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 project involves the reconstruction of approximately 1,173' of South Broadway, from 200' East of Chase Avenue east to a point approximately 185' east of School Street and extending the proposed water main to Westmore-Meyers Road, and reconstruction of approximately 285' of School Street south of South Broadway, in the Village of Lombard. Scope of work includes the removal of the existing pavement and curb and gutter for replacement with 4" sub-base granular material, 4.5" bituminous base course (superpave), 2.5" bituminous concrete binder course (superpave), 2" bituminous concrete surface course (superpave) and new Type B-6.12 curb and gutters. Highland Avenue at the intersection with South Broadway will be reconstructed with High Early Strength PCC Pavement, 8". It is anticipated that some unsuitable soil removal and replacement with porous granular embankment will be required, as indicated in the plan documents. The project also includes constructing perpendicular parking on the north side of South Broadway (with the same pavement thicknesses of the proposed South Broadway pavement), the installation of a new storm sewer system, the removal of an existing 6" water main with the installation of a new parallel 8" ductile iron main, the removal and replacement of existing sewer laterals and services, sidewalk reconstruction, and installation of street lighting. 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-05-08 for the South Broadway Improvements – East of Chase, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-05-08 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: February 6, 2006
 - 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 as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.

3. The **Contractor** shall commence work under this Contract upon written Notice to Proceed from the **Village** and shall substantially complete work on this project within 225 calendar days from the date of the Notice to Proceed. Final completion of all items must be done within 30 calendar days of substantial completion or liquidated damages will begin to accrue. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time 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 on 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 on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the **Village** 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 by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 16th day of February, 2006.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

MQ Construction Company, Inc.

Individual or Partnership _____ Corporation X

Accepted this 10th day of March, 2006.



By _____ President

By _____ Position/Title

By _____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of February, 2006.



William J. Mueller, Village President

Attest:



Brigitte O'Brien, Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Vito Quaranta, having been first duly sworn depose and states as follows:

(Officer or Owner of Company)

MQ Sewer & Water Contractors, Inc.

d/b/a MQ Construction Company having submitted a proposal for:

(Name of Company)

South Broadway Improvements – East of Chase 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.

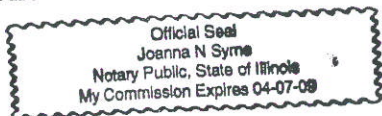
By: _____



Authorized Agent of Contractor

Subscribed and sworn to
before me this 10th
day of March, 2006.

Joanna N. Syme
Notary Public



**VILLAGE OF LOMBARD
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, That we MQ Construction, Inc.
665 Rpollo Lane, Elk Grove Village IL 60007
a company organized under the laws of the State of Illinois and
licensed to do business in the State of Illinois as Principal and Ohio Farmers Insurance Company
2325 Dean Street, St Charles IL 60175
a corporation organized and existing under the laws of the State of Ohio,
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 Million One Hundred Eighty Three Seven Hundred
Fourty Eight and Sixty Five Cents dollars (\$1,183,748.65)
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 February 16, 2006, for the construction of
the work designated:

South Broadway Improvements – East of Chase

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 16th day of
February, 2006.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
9th day of March, 2006.

VILLAGE OF LOMBARD

PRINCIPAL:
MQ Sewer & Water Contractors, Inc.
d/b/a MQ Construction Company

BY: [Signature]
Village President

BY: [Signature]
Vito Quaranta

ATTEST:

[Signature]
Barbara A. Johnson Reppert
Village Clerk

ATTEST:

[Signature]
Michael A. Quaranta

SURETY: Ohio Farmers Insurance Company

BY: [Signature]
(Title)

BY: Mary Bowman
Mary Bowman Attorney in Fact

BY: _____

(SEAL)

General
Power
of Attorney

Bond # 598041

POWER NO. 1214332 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
RANDY ELKIN, RANDY MARGISON, MARY BOWMAN, SUSAN LOFTUS, JOINTLY OR SEVERALLY

of **VERNON HILLS** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**-----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **31st** day of **JULY** A.D., 2002 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By:

Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina

ss.:

On this **31st** day of **JULY** A.D., 2002 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss.:

I, **John T. H. Batchelder**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **9th** day of **March** A.D., 2006 .



John T. H. Batchelder

John T. H. Batchelder, Secretary