

VILLAGE OF LOMBARD CONTRACT

DOWNTOWN SIDEWALK IMPROVEMENTS CONTRACT DOCUMENT NUMBER ST 20-05

This agreement is made this 16th day of March, 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and RW Dunteman 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:

DOWNTOWN SIDEWALK IMPROVEMENTS CONTRACT DOCUMENT NUMBER ST 20-05

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:
DOWNTOWN SIDEWALK IMPROVEMENTS
CONTRACT DOCUMENT NUMBER ST 20-05

consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Request for Proposals, February 17, 2023
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: March 8, 2023
 - 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 on or before September 30, 2022. 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 16th day of March, 2023.


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

R. W. Dunteman Company

Print Company Name

Individual or Partnership _____ Corporation XX

Accepted this 16th day of March, 2023.


By Roland W. Dunteman, III

President
Position/Title

By


Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of March 2023.


Scott Niehaus, Village Manager

Attest:


Village Clerk

**VILLAGE OF LOMBARD
CONTRACT DOCUMENT NUMBER 20-05
BID PROPOSAL**

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, and labor, to fully complete the project within xx calendar/working days from the date of the Notice to Proceed in accordance with the provisions, instructions, and specifications of the Village of Lombard for the prices submitted through QuestCDN. (Note: include list of quantities in Appendix 1 (if not included in a plan set) combine Appendix 1 & 2 boiler for online bid)

Signed on this 7 day of March, 2020.


The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower tier subcontracts required by this contract.

If an individual or partnership, the individual or all partners must complete and sign.

By : _____
Print Name : _____
Position/Title : _____
By : _____
Print Name : _____
Position/Title : _____
Company Name... : _____
Address line 1..... : _____
Address line 2..... : _____
Telephone..... : _____

If a corporation, an officer duly authorized should sign and affix the corporate seal

PLACE CORPORATE SEAL HERE

By :  _____
Print Name : Roland W. Dunteman
Position/Title..... : President
Company Name..... : R.W. Dunteman Co.
Address line 1..... : 600 S. Lombard Road, Addison, IL 60101
Telephone..... : 630-953-1500

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

**VILLAGE OF LOMBARD
BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

The undersigned being an authorized representative of R.W. Dunteman Co.,
(Name of Company)
(hereinafter the "Bidder") who has submitted a bid on a contract for DOWNTOWN SIDEWALK
IMPROVEMENTS to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;
2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

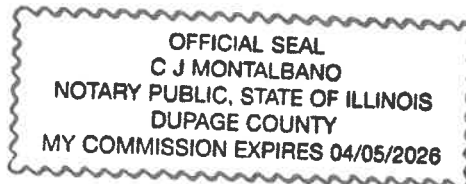
3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: _____

Authorized Agent of Bidder

Subscribed and sworn to
before me this 7th
day of MARCH, 2020

C J Montalbano
Notary Public



The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding.

VILLAGE OF LOMBARD PERFORMANCE REFERENCE FORM

Each Bidder shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references. **Note: All recommendations shall be from government agencies.**

Company Name:..... : City of Naperville - 2023 Downtown Streetscape

Address..... : 400 S. Eagle St.

City & State..... : Naperville, IL

Telephone Number..... : 630-420-4191

Person To Contact..... : Chris Nichols

Title/Position..... : Engineer

Company Name:..... : Village of Westmont - Alley Reconstruction

Address..... : 31 W. Quincy St.

City & State..... : Westmont, IL

Telephone Number..... : 630-981-6289

Person To Contact..... : Mike Ramsey

Title/Position..... : Public Works Director

Company Name:..... : City of Wheaton -2022 Road, Sewer & Water

Address..... : 303 W. Wesley St.

City & State..... : Wheaton, IL

Telephone Number..... : 630-260-2070

Person To Contact..... : Mark Wedow / Tina Walters

Title/Position..... : Engineer

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

R. W. Dunteman Company
600 South Lombard Road
Addison, IL 60101

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Downtown Sidewalk Improvements - ST-20-05

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of March, 2023.

(Witness)

Mike Healy

R. W. Dunteman Company

(Principal)

(Seal)

By:

(Title) Roland W. Dunteman III President

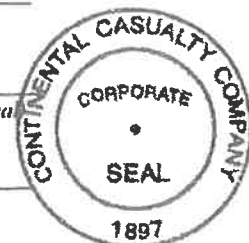
Continental Casualty Company

(Surety)

(Seal)

By:

(Title) William Rejdinger, Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William Reidinger , Individually

of Schaumburg, IL , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: R. W. Duntelman Company

Obligee: Village of Lombard

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



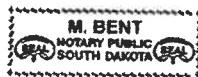
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 7th day of March, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

VILLAGE OF LOMBARD

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO. 1

DOWNTOWN SIDEWALK IMPROVEMENTS
NUMBER 20-05

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name R.W. Dunteman Co.

By MH

Print Name Mike Healy

Position/Title Chief Estimator

Date 3-2-23

Note: This Addendum shall be included with and is considered part of
the bid documents. Failure to return this form may result in
disqualification of the BIDDER.

VILLAGE OF LOMBARD
BIDDER'S ACKNOWLEDGMENT OF RECEIPT
ADDENDUM NO.2
DOWNTOWN SIDEWALK IMPROVEMENTS
NUMBER 20-05

BIDDER hereby acknowledges receipt of Addendum No. 2

Company Name R.W. Duntzman Co.

By M/H

Print Name Mike Healy

Position/Title Estimator

Date 3-3-23

Note: This Addendum shall be included with and is considered part of
the bid documents. Failure to return this form may result in
disqualification of the BIDDER.

VILLAGE OF LOMBARD
BIDDER'S ACKNOWLEDGMENT OF RECEIPT

ADDENDUM NO.3

DOWNTOWN SIDEWALK IMPROVEMENTS
NUMBER 20-05

BIDDER hereby acknowledges receipt of Addendum No. 3

Company Name: R.W. Duntleman Co.

By: MH

Print Name: Mike Healy

Position/Title: Estimator

Date: 3-6-23

Note: This Addendum shall be included with and is considered part of
the bid documents. Failure to return this form may result in
disqualification of the BIDDER.



VILLAGE OF LOMBARD
ADDENDUM NO. 3

TO THE
CONTRACT DOCUMENTS
FOR
DOWNTOWN SIDEWALK IMPROVEMENTS
NUMBER 20-05

Date: Friday, March 3, 2023
Bid Opening Date: **REVISED - Wednesday, March 8, 2023, 9:00 AM**
(Note the Change in Date and Time)

To: All Prospective Bidders

All BIDDERS for the above contract shall carefully read the enclosed addendum and consider its impact in the preparation of their bid.

A - The following revisions have been made to the bid documents:

1. Bid Time and Date has changed to March 8, 2023 at 9:00 AM.
2. Specification for BRICK PAVERS
 - * a. The paver shall be WHITACRE GREER CLAY, COLOR COMBINATION OF 32-33-36 or similar upon review or accepted substitution reviewed and approved by the Village of Lombard before the product is delivered to the worksite
 - * b. Proposed substitutions shall be included in contractor's bid submittal.
 - c. Brick Paver Setting Bed shall consist of the following
 - i. Neoprene Modified Asphalt Adhesive – according to manufacturer's recommendations.
 - d. Bitum Setting Bed –
 - i. Dried fine aggregate shall be combined with hot asphalt cement, and heated to approximately 300 degrees F at an asphalt plant. The approximate proportion of materials shall be seven-(7) percent asphalt cement, and ninety-three (93) percent fine aggregate.
 - ii. ¾" using deep control bars directly over the PCC Base Course 4", according to manufacturer's recommendations

* Whitacre Greer are not available until 2024.
Quoted using Pine Hall Clay Pavers w/ colors to
match WG #32, 33 and #36.

VILLAGE OF LOMBARD

CONTRACT BOND

Bond No. 30161540

KNOW ALL MEN BY THESE PRESENTS, that we R. W. Dunteman 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 Continental Casualty Company, a corporation organized and existing under the laws of the State of Illinois, 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 Million Eight Hundred Sixty-Four Thousand Seven Hundred Seventy-Nine and 70/100 dollars (\$ 2,864,779.70) 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 March 16, 2023, for the construction of the work designated:

DOWNTOWN SIDEWALK IMPROVEMENTS CONTRACT DOCUMENT NUMBER ST 20-05

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 ____ day of
March, 2023.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
16th day of March, 2023.

VILLAGE OF LOMBARD


PRINCIPAL:

R. W. Dunteman Company

BY:


Village Manager

BY:


Roland W. Dunteman III, President

ATTEST:

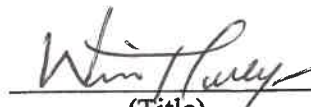

Village Clerk

ATTEST:


Christopher Cwiklinski, Assistant Secretary

SURETY: Continental Casualty Company

BY:


(Title)

BY:

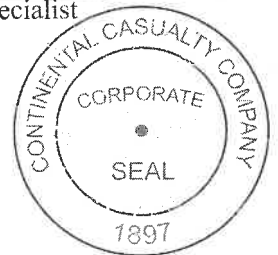
William Reidinger
Attorney in Fact

ATTEST:

BY:


Hina Azam, Surety Specialist

(SEAL)



Surety Company Acknowledgment:

State of Illinois

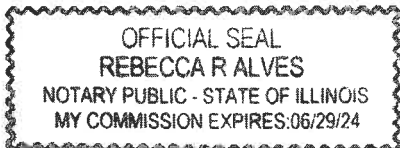
County of DuPage

On this 16th day of March, 2023, before me personally appeared William Reidinger, to be known, whom being by me duly sworn, did depose and say: that he/she resides at Schaumburg, IL, that he/she is the Attorney-in-Fact of Continental Casualty Company, the corporation described in and which executed the annexed instrument; that he/she knows the corporate seal of said corporation that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Rebecca R. Alves

Rebecca R. Alves

Notary Public in and for the above County and State



My commission expires 6/29/2024

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William Reidinger, Individually

of Schaumburg, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30161540

Principal: R. W. Duntelman Company

Obligee: Village of Lombard

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



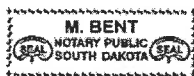
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of March, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2023

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 Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Deanne Jokich	
	PHONE (A/C, No, Ext): (847) 463-7332 FAX (A/C, No): (847) 440-9123	
	E-MAIL ADDRESS: Deanne.Jokich@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company	25623
	INSURER B: Continental Insurance Company	35289
	INSURER C: Great American Insurance Compa	16691
	INSURER D: National Fire Insurance Co. of	20478
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1307603492 **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 VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7012227032	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7012227029	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" 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 \$ 10,000		7012227001 TUE111033106	3/31/2022 3/31/2022	3/31/2023 3/31/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A		7012227015	3/31/2022	3/31/2023	<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	Leased & Rented		QT6608J907701PHX22	3/31/2022	3/31/2023	Limit: \$350,000

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

RE: RWD Job No. 2306, Village of Lombard, Downtown Sidewalk Improvements, Contract Document Number ST 20-05, Lombard, DuPage County, IL

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

-Village of Lombard, its officers, agents and employees

CERTIFICATE HOLDER Village of Lombard Lombard IL	CANCELLATION 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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