

VILLAGE OF LOMBARD CONTRACT

2026 RM Prog 49 - CONCRETE ROADWAY REHABILITATION

This agreement is made this 24th of April 2026 2026, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and G & M Cement 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:

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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 2026 RM Prog 49 - CONCRETE ROADWAY REHABILITATION, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document 2026 RM Prog 49 - CONCRETE ROADWAY REHABILITATION Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: April 6, 2026
 - 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 October 31, 2026. 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 20th day of April, 2026.

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

Gym Cement Construction Inc
Print Company Name

Individual or Partnership _____ Corporation

Accepted this 20th day of April, 2026.

By [Signature] Position/Title President

By _____ Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7th day of May, 2026.

[Signature]
Scott Niehaus, Village Manager

Attest:

[Signature]
Village Clerk

VILLAGE OF LOMBARD

Bond# SSB0433889

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we G & M Cement Construction Inc, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and RLI Insurance 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 SEVEN HUNDRED AND NINETY THOUSAND SIX HUNDRED AND FORTY DOLLARS AND EIGHTY FIVE CENTS (\$790,640.85) 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 14, 2026, for the construction of the work designated:

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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 7th day of May, 2026.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 17th day of April, 2026.

VILLAGE OF LOMBARD

PRINCIPAL:

G & M Cement Construction Inc

BY: [Signature]
Village Manager

BY: [Signature]

ATTEST: [Signature]
Village Clerk

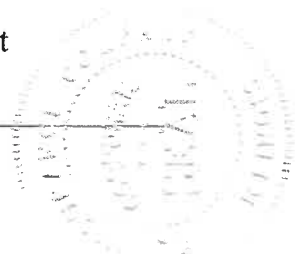
ATTEST: [Signature]

SURETY: RLI Insurance Company

BY: Christopher J Bechtold - Attorney in Fact

(Title)
BY: [Signature]
Attorney in Fact

BY: _____
(SEAL)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Christopher J. Bechtold, Richard G. Bechtold, Rea Robinson, jointly or severally

in the City of Palatine, State of Illinois its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 4th day of June, 2025.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 4th day of June, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott

Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of April, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

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

The undersigned being an authorized representative of G+M Cement Construction Inc
(Name of Company)
(hereinafter the "Bidder") who has submitted a bid on a contract for CONCRETE ROADWAY REHABILITATION to the Village of Lombard, certifies that:

A. Illinois Criminal Code Certification (720 ILCS 5/33E-11)

The Bidder certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 (Bid-rigging) or Section 33E-4 (Bid-rotating) of Article 33E of the Illinois Criminal Code (720 ILCS 5/33E-3, 33E-4), or any similar offense of any state or of the United States containing the same or similar elements. This certification is made pursuant to 720 ILCS 5/33E-11. The Bidder understands that knowingly making a false statement material to this certification is a Class 3 felony.

B. Confined Space Entry Requirements

If awarded the Contract, the Bidder shall comply with all applicable Occupational Safety and Health Administration (OSHA) standards for confined spaces. Work involving permit-required confined spaces shall comply with:

1. 29 CFR Part 1926 Subpart AA – Confined Spaces in Construction (29 CFR 1926.1200 through 1926.1213); and
2. Where applicable, 29 CFR 1910.146 – Permit-Required Confined Spaces (General Industry).

For purposes of OSHA confined space regulations, the Village of Lombard will act in the role of the **host employer** to the extent applicable.

The Contractor shall:

- a. Request from the Village, to the extent the Village has and can provide it, available information regarding permit space hazards and prior entry operations from the Village;
- b. Coordinate entry operations with the Village and any other employer whose personnel may be working in or near permit spaces;
- c. Provide, upon request, the Contractor's written confined space entry program and any required permits; and
- d. Inform the Village of any hazards confronted or created in permit spaces during entry operations, either through a debriefing or during the course of work.

Nothing herein relieves the Contractor of sole responsibility for compliance with OSHA regulations or for the safety of its employees, subcontractors, and the public. Nothing herein shall be interpreted as the Village directing or controlling the Contractor's means, methods, techniques, sequences, or procedures of construction or the Contractor's safety program.

C. Excavation and Trenching Safety

If awarded the contract, all excavation and trenching operations shall comply with 29 CFR Part 1926 Subpart P – Excavations (29 CFR 1926.650 through 1926.652 and Appendices A through F), as amended. The Contractor shall be solely responsible for excavation means, methods, and safety, including trench protection systems, utility protection, access and egress, and protection of workers and the public.

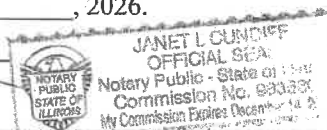
D. General Safety Compliance

The Contractor shall comply with all applicable federal, state, county, and local safety laws, regulations, and ordinances. Contractor shall be responsible for its own violations of applicable safety laws and for any resulting fines or penalties assessed against Contractor

By: [Signature]
Authorized Agent of Bidder

Subscribed and sworn to
before me this 20th
day of April, 2026.

[Signature]
Notary Public



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