

OWNER COPY

CONTRACT

BID PACKAGE

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CONTRACT



**SECTION 00300****BID FORM****PROJECT IDENTIFICATION:****SOUTH MONTEREY CULVERT REPLACEMENT PROJECT****THIS BID IS SUBMITTED TO:**

**Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, ILLINOIS 60181**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in his Bid and in accordance with the other terms and condition of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance as outlined in the Instructions to Bidders after the day of Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

NUMBER

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in I above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data that will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) BIDDER certifies, by submission of the bid, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

- (i) Each person signing the bid shall certify that:
  - (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above; or
  - (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the person(s) responsible for such decision in certifying that such person(s) have not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (h)(i) through (h)(iv) above.

- 4. ITEM NO. 04, BID SCHEDULE, IS ON THE FOLLOWING SIX (6) PAGES (00300-5 through 00300-10).

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## BID SCHEDULE (PAGE 1 OF 3)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE BID	EXTENDED PRICE BID
1	PRECONSTRUCTION VIDEO RECORDING	LUMP SUM	1	550. <sup>00</sup>	550. <sup>00</sup>
2	CONSTRUCTION LAYOUT	LUMP SUM	1	3,000. <sup>00</sup>	3,000. <sup>00</sup>
3	TEMPORARY FENCE (TREE PROTECTION)	FOOT	720	2.50	1,800. <sup>00</sup>
4	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	10,000. <sup>00</sup>	10,000. <sup>00</sup>
5	TRENCH BACKFILL	CU YD	15	39.00	585.00
6	STORM SEWER REMOVAL	FOOT	483	.65	313.95
7	STORM SEWER INSTALLATION (PIPE PROVIDED BY OWNER)	FOOT	483	36.55	17,653.65
8	DRIVEWAY PAVEMENT REMOVAL	SQ YD	645	4.50	2,902.50
9	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4 INCH	SQ YD	560	48.00	26,880. <sup>00</sup>

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## BID SCHEDULE (CONTINUED, PAGE 2 OF 3)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE BID	EXTENDED PRICE BID
10	BITUMINOUS MATERIALS (PRIME COAT)	LB	542	.65	352.30
11	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	85	88.00	7,480.00
12	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	4	500.00	2,000.00
13	VALVE BOXES TO BE ADJUSTED	EACH	2	65.00	130.00
14	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	6	65.00	390.00
15	GRADING AND SHAPING OF DITCHES	LF	1320	11.50	15,180.00
16	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1466	6.00	8,796.00
17	SEED BLANKET	SQ YD	1466	5.00	7,330.00

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BID SCHEDULE (CONTINUED, PAGE 3 OF 3)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. BIDS shall include all applicable taxes and fees. OWNER reserves the right to increase or decrease quantities without any change in unit prices.

<b>TOTAL</b>	One Hundred and Five Thousand,		\$	<u>105,343.40</u>
	<b>OF BID</b>	Three Hundred Forty-Three Dollars and		
		Written Bid	<u>40/00<sup>00</sup></u>	

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.

Respectfully submitted:

Anthony Rendina  
 Anthony Rendina Signature

4250 Lacey Road, Downers Grove, IL 60515  
 Address

President  
 Title

November 24, 2015  
 Date

630-512-9900  
 Telephone No.

anthonyeswallowconstruction.net  
 E-mail Address

(SEAL - if BID is by a corporation)

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5. BIDDER accepts the provisions of the Contract regarding Contract Time, Substantial Completion, and Final Completion as provided in Paragraph 3.1 of the Contract.

BIDDER accepts the provisions of the Contract regarding liquidated damages in the event of failure to complete the Work on time as provided in Paragraph 3.2 of the Contract.

OWNER reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out or in which any requirements are not properly met.

6. The following documents are attached to and made a condition of this bid:

- (a) Required Bid Security in the form of:

Bid Bond

(Certified Check or Bid Bond)

In the amount of:

5%

(Dollars or Percent)

- (b) A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid in accordance with State laws applicable where the Work is to be performed.
- (c) Statement of the Bidder's qualification to do business in the State of Illinois.
7. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

NAME: Anthony Rendina

ADDRESS: 4250 Lacey Road

CITY, STATE, ZIP: Downers Grove, IL 60515

TELEPHONE NO: 630-512-9900

FAX NO: 630-512-9902

E-MAIL: anthony@swallowconstruction.net

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

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9. Swallow Construction Corporation, having submitted a bid on a contract  
(Name of Contractor)

for the **SOUTH MONTEREY CULVERT REPLACEMENT PROJECT**, as generally described in the Advertisement for Bids, to the Village of Villa Park, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (70 ILCS 5/33E-3 and 5/33E-4).

By: Anthony Rendina  
Authorized Agent of Contractor  
Anthony Rendina

Subscribed and sworn to before me

This 24 day of November, 2015

Notary Public

SUBMITTED ON November 24, 2015

CONTRACTOR'S LICENSE NO. NA IN STATE OF ILLINOIS

I hereby certify that, as Bidder, I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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A Partnership

By: \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Corporation

By: Swallow Construction Corporation (SEAL)  
(Corporation Name)

Illinois  
(State of Incorporation)

By: Anthony Rending,  
(Name of Person Authorized to Sign)

Title: President

Attest: Anthony Rending  
(Secretary)

Business address: 4250 Lacey Road  
Downers Grove, IL 60515

Telephone No.: 630-512-9900

Fax No.: 630-512-9902

E-mail address: anthony@swallowconstruction.net

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A Joint Venture

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Subscribed and sworn to me this

24 Day of November, 2015

Sandra L. Chiquet  
Notary or other officer authorized to administer oaths.



My commission expires: 7-12-17

Bidders should not add any conditions or qualifying statements to this Bid as otherwise the bid may be declared irregular as being not responsive to the advertisement. **BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.**

**END OF SECTION**

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# Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Swallow Construction Corporation  
4250 Lacey Road  
Downers Grove, IL 60515

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street  
New York, NY 10038

### OWNER:

(Name, legal status and address)

Village of Villa Park  
11 West Home Avenue  
Villa Park, IL 60181

**BOND AMOUNT:** \$ --Five Percent of Accompanying Bid--5% of Bid--

### PROJECT:

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

South Monterey Culvert Replacement Project  
Contract # PW15-0064  
Village of Villa Park

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

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

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User Notes:

(1312371322)

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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 24th day of November, 2015

*[Signature]*  
(Witness)

*[Signature]*  
(Witness)

Swallow Construction Corporation  
(Contractor as Principal) (Seal)

*[Signature]*  
(Title) Anthony P. Rind, President

Hudson Insurance Company  
(Surety) (Seal)

*[Signature]*  
(Title) Kevin J. Scanlon, Attorney-in-fact

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ss.:

COUNTY OF Will

On this 24th day of November 2015, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Hudson Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) 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 signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety  
Company  
acknowledgment



*Sue Bottomley*  
\_\_\_\_\_  
(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 06/30/2018

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BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto authorized, on this 13th day of November, 2014 at New York, New York.



Attest: [Signature] Dina Daskalakis, Corporate Secretary

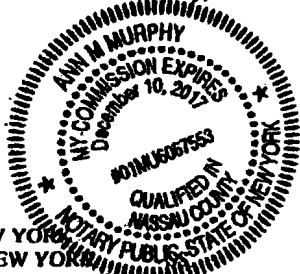
HUDSON INSURANCE COMPANY

By: [Signature] Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of November, 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Company this 24th day of November, 2015



By: [Signature] Dina Daskalakis, Corporate Secretary

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**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 5866

Swallow Construction Corporation  
4250 Lacey Road Downers Grove, IL 60515

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$14,395,000.00

001	EARTHWORK	\$1,525,000
012	DRAINAGE	\$8,600,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/14/2015 TO 4/30/2016 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/14/2015.

*Tim Kell*

Interim Engineer of Construction

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4250 Lacey Road  
Downers Grove, IL 60515

## Reference List

Contact	Telephone/Fax	Year
Bob Minix, P.E., Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, IL 6013 - Roadway Reconstruction, Sanitary Sewer, Storm Sewer, Watermain	630-547-5514 / 630-469-3128	2013 & 2015
Brian Lovering, P.E., Village of Elk Grove Village, 600 Landmeier Road, Elk Grove Village, IL 60007 - Storm Sewer, Box Culverts, Watermain	847-734-8077 / 630-357-4222	2013 - 2015
Steve Simak, RJN Group Consulting Engineers, 200 W Front Street, Wheaton, IL 60187 - Sanitary Sewer	630-346-4633 / 630-682-4754	2015
James Cainkar, P.E., Frank Novonty and Associates, 825 Midway Drive, Willowbrook, IL 60521 - Storm Sewer, Sanitary Sewer, Watermain	630-887-8640 - 630-887-0132	1979 - 2015
Eric Johnson, Rempe Sharpe and Associates, 324 W. State Street, Geneva, IL 60134 - Roadway Reconstruction, Sanitary Sewer, Storm Sewer, Watermain	<u>630-232-0827 / eijohnson@rsaengr.com</u>	2015
Joshua D Strait, P.E., City of Naperville, 3612 Plainfield/Naperville Road, Naperville, IL 60564 - Watermain Installation	630-305-5373 / 630-420-4117	2010 - 2015

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# SWALLOW

## CONSTRUCTION CORP

### SEWER & WATER CONTRACTORS



4250 Lacey Road  
Downers Grove, IL 60515

Phone (630) 512-9900  
Fax (630) 512-9902

November 24, 2015

**To Whom It May Concern:**

**Swallow Construction Corporation is absence of any filings for protection from creditors under federal bankruptcy laws and/or placement under receivership or similar restrictions in the last five (5) years.**

**Swallow Construction Corporation is absence for contracts terminated by the Owner for non-performance in the past five (5) years, except where not due to the material fault of the Bidder.**

Sincerely,

**Anthony Rendina**  
**President**

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**ANTHONY RENDINA**

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**PROJECT MANAGER**

Proactive, performance-driven professional with 21+ years' progressive expertise in leadership and problem solving for government and private sectors in the infrastructure industry. Keen understanding of business priorities, genuine team players committed to managing operations and projects flawlessly while contributing to revenue producing activities.

---

**KEY SKILLS**

- \* Infrastructure Improvements Projects
  - \* Site Safety/OSHA Compliance
  - \* QA/QC/Field Engineering
  - \* Change Order Management
  - \* Budgeting & Cost Controls
  - \* Bidding/Estimating/Proposals
  - \* Subcontractor/Crew Supervision
- 

**EMPLOYER SUMMARY**

Swallow Construction Corporation (1994 - Present)

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**EDUCATION**

College of DuPage, Glen Ellyn

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5780 Katrine Avenue, Downers Grove, IL 60516 \*\* (630) 417-7883 \*\* [anthony@swallowconstruction.net](mailto:anthony@swallowconstruction.net)

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CONTRACTUAL DOCUMENTS



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**SECTION 00500**  
**CONTRACT**

THIS CONTRACT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between the **VILLAGE OF VILLA PARK, ILLINOIS** (hereinafter called OWNER) and SWALLOW CONSTRUCTION CORP. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

- 1.01.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **SOUTH MONTEREY CULVERT REPLACEMENT PROJECT.**

**ARTICLE 2. ENGINEER**

- 2.01.** The Project has been designed by the Village of Villa Park Public Works Department. The Village of Villa Park Village Engineer or his designee(s) are hereinafter referred to as "ENGINEER" and shall act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

- 3.01.** The Work shall meet the Requirements for Final Completion and be ready for final payment in accordance with Paragraph 14.07 of the General Conditions within sixty (60) calendar days, including Saturdays, Sundays and holidays, from the date when the Contract Time commences to run, or by Friday, October 30, 2015, whichever is earlier.
- 3.02.** Failure to Complete the Work on Time. OWNER and CONTRACTOR recognize that time is of the essence to the contract and that OWNER will suffer financial loss if the Work is not completed within the timeframe stipulated in the Contract as specified in Paragraph 3.1 above or within such extended time as may have been allowed in accordance with Article 12 of the General Conditions. Should CONTRACTOR fail to complete the Work within the timeframe stipulated in the contract or within such extended time as may have been allowed, CONTRACTOR shall be liable and shall pay OWNER the amount shown in the following schedule of deductions, not as a

penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. This liquidated damages provision, as an obligation to the Owner, shall further apply to the Contractor's Surety. Permitting Contractor or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of Owner of its rights under the Contract.

The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by OWNER during extended and delayed performance by CONTRACTOR of the Work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of CONTRACTOR.

Schedule of Deductions for Each  
Day of Overrun in Contract Time

<u>Original Contract Amount</u>		<u>Daily Charges</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Calendar Day</u>
\$ 0	\$ 100,000	\$ 1,000
100,000	500,000	2,000
500,000	1,000,000	3,000
1,000,000	3,000,000	4,000
3,000,000	6,000,000	5,000
6,000,000	12,000,000	9,000
12,000,000	And over	25,000

The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Substantial Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Substantial Completion. The liquidated damage amount specified will accrue and be assessed for each and every calendar day of overrun, including Saturdays, Sundays and holidays, beyond the number of calendar days stipulated for Final Completion in the Contract as specified in Paragraph 3.1 above, until the Work meets the requirements for Final Completion. OWNER will deduct these liquidated damages from any monies due or to become due to CONTRACTOR from OWNER.

**ARTICLE 4. CONTRACT PRICE**

- 4.01. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as shown in the Bid Form as accepted by OWNER.

**ARTICLE 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.01. Progress Payments. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of Work measure by the schedule of values provided for in the General Conditions and the Supplementary Conditions.
- 5.02. Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07C

**ARTICLE 6. CONTRACTOR'S REPRESENTATIONS**

CONTRACTOR makes the following representations:

- 6.01. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.02. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraphs 4.02 and 4.03 of the General Conditions, and accepts the determination set forth in Paragraph SC- 4.02.A.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 6.03. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as

CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.02 and 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.04. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, with the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.
- 6.05. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.06. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.01. This Contract
- 7.02. Performance and Payment Bonds
- 7.03. Standard General Conditions
- 7.04. Supplementary Conditions
- 7.05. Project Specifications
- 7.06. Drawings
- 7.07. Addenda

- 7.08. Instructions to Bidders
- 7.09. Advertisement for Bids
- 7.10. CONTRACTOR'S Bid and Bid Bond
- 7.11. Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.12. Notice of Award
- 7.13. Notice to Proceed
- 7.14. Change Orders
- 7.15. The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 of the General Conditions.

#### **ARTICLE 8. MISCELLANEOUS**

- 8.01. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.02. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.03. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.04. WAGE PROVISIONS

CONTRACTOR shall pay prevailing wages at rates not less than those

prevailing under the Employment of Illinois Workers on Public Works Act  
(30 ILCS 570).

ARTICLE 9. CERTIFICATION REGARDING DEBARMENT

9.01. SWALLOW CONSTRUCTION CORP., having executed a contract for  
(Name of contractor)

the **SOUTH MONTEREY CULVERT REPLACEMENT PROJECT**, as generally described in the Advertisement for Bids, with the Village of Villa Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 720 of the ILLINOIS Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4)

By: *Anthony Perrina*  
Authorized Agent or Contractor  
*Anthony Perrina, President*

Subscribed and sworn to before me

This 21 day of December, 2015

*Sandra L. Chiquet*  
Notary Public



This page intentionally left blank.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Contract will be effective on the 21 day of December, 2015.

OWNER: VILLAGE OF VILLA PARK

CONTRACTOR: Swallow Construction Corporation

SIGNED: [Signature]

SIGNED: [Signature]

BY: DEBORAH MILLER

BY: Anthony Reina

TITLE: VILLAGE PRESIDENT

TITLE: President

Attest: [Signature]

Attest: [Signature]

Address for giving notices:

Address for giving notices:

PUBLIC WORKS DEPARTMENT

Swallow Construction Corporation

VILLAGE OF VILLA PARK

4250 Lacey Road

20 SOUTH ARDMORE AVENUE

Downers Grove, IL 60515

VILLA PARK, IL 60181-2696

License No. \_\_\_\_\_  
(If required by State or Municipal Law)



(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

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CONTRACTOR CERTIFICATIONS



OWNER COPY

CONTRACT



**SECTION 00550**  
**CONTRACTOR CERTIFICATIONS**

**1. SUBSTANCE ABUSE PREVENTION CERTIFICATION**

**VILLAGE OF VILLA PARK**  
**CONTRACTOR AND SUBCONTRACTOR**  
**SUBSTANCE ABUSE PREVENTION POLICY**

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. The Substance Abuse Prevention Certification Form provided in this section must be completed by the Contractor and each Subcontractor to this Contract.

SAMPLE SUBSTANCE ABUSE PREVENTION CERTIFICATION FORM IS PROVIDED ON PAGE 00550-03.

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# SWALLOW CONSTRUCTION CORP SEWER & WATER CONTRACTORS



4250 Lacey Road  
Downers Grove, IL 60515

Phone (630) 512-9900  
Fax (630) 512-9902

November 24, 2015

Village of Villa Park  
Public Works Department  
20 South Ardmore Avenue  
Villa Park, Illinois 60181

RE: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particulate, the undersigned hereby represents and warrants to the Village of Villa Park as follows:

- A. The undersigned representative of the Contractor certifies that the contracting entity has a signed collective Bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Swallow Construction Corporation  
Contractor

Anthony Rending  
Name of Authorized Representative

President  
Title of Authorized Representative

*Anthony Rending*  
Signature of Authorized Representative

Date: November 24, 2015

OWNER COPY

CONTRACT



**United States Department of Labor**

Office of Apprenticeship Training, Employer and Laborer

Bureau of Apprenticeship and Training

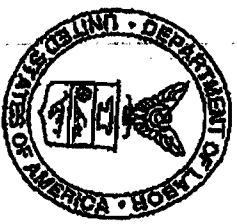
Certificate of Registration

Chicago and Lakeview, J.A.T.C.

Carroll Steam, Illinois

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship established by the Secretary of Labor



April 12, 1999  
Date REVISED August 13, 2004  
H 017990001  
Registration No.

AS: cka  
Secretary of Labor

Anthony S. Lopez  
Assistant Secretary for Apprenticeship Training, Employer and Laborer Services

OWNER COPY

CONTRACT



04/04/2012 14:13 FAX 7034828958

DIST 1 DISPATCH

14004

# Illinois State Department of Labor

Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Mainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

November 5, 2002  
Date

NE 005780173  
Registration No.



*Dot Chas*  
Secretary of Labor

*Quincy D...*  
Member, Apprenticeship Training, Employer and Labor Services

02/29/2008 16:24 FAX

0003

OWNER COPY

CONTRACT



OWNER COPY

CONTRACT

# BOND FORMS



OWNER COPY

CONTRACT



BOND NO. HGMW-10-238-0467

# Performance Bond

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

CONTRACTOR (Name and Address):  
Swallow Construction Corporation  
4250 Lacey Road  
Downers Grove, IL 60515

SURETY (Name and Address of Principal Place  
of Business):  
Hudson Insurance Company  
100 William Street  
New York, NY 10038

OWNER (Name and Address):  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, Illinois 60181-2696

**CONTRACT**

Date: December 18, 2015  
Amount: \$105,343.40--  
Description (Name and Location):  
2015 South Monterey Culvert Replacement Project  
PW15-0064

**BOND**

Date (Not earlier than Contract Date): December 21, 2015  
Amount: \$105,343.40--  
Modifications to this Bond Form:  
N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL Swallow Construction Corporation  
Company: (Corp. Seal)  
Signature: *Anthony Rendins*  
Name and Title: Anthony Rendins, President

SURETY Hudson Insurance Company  
Company: (Corp. Seal)  
Signature: *Kevin J. Scanlon*  
Name and Title: Kevin J. Scanlon, Attorney-in-fact  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company: (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title:

SURETY  
Company: (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1 The Surety in accordance with the terms of the Contract;
    - 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS.
  - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)  
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

BOND NO. HGMW-10-238-0467

# Payment Bond

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

CONTRACTOR (Name and Address):  
Swallow Construction Corporation  
4250 Lacey Road  
Downers Grove, IL 60515

SURETY (Name and Address of Principal Place of Business):  
Hudson Insurance Company  
100 William Street  
New York, NY 10038

OWNER (Name and Address):  
Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, Illinois 60181-2696

CONTRACT  
Date: December 18, 2015  
Amount: \$105,343.40--  
Description (Name and Location):  
2015 South Monterey Culvert Replacement Project  
PW15-0064

BOND  
Date (Not earlier than Contract Date): December 21, 2015  
Amount: \$105,343.40--  
Modifications to this Bond Form:  
N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL Swallow Construction Corporation  
Company: \_\_\_\_\_ (Corp. Seal)  
Signature: *Anthony Rendine*  
Name and Title: Anthony Rendine, President

SURETY Hudson Insurance Company  
Company: \_\_\_\_\_ (Corp. Seal)  
Signature: *KJ Scanlon*  
Name and Title: Kevin J. Scanlon, Attorney-in-fact  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

SURETY  
Company: \_\_\_\_\_ (Corp. Seal)  
Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

EJCDC No. 1910-28-B (1996 Edition)  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds to the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, 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. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS.
  - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)  
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

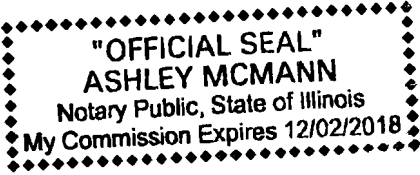
STATE OF Illinois

ss.:

COUNTY OF WILL

On this 21st day of December 2015, before me personally appeared Kevin J. Scanlon, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-in-fact of Hudson Insurance Company, the corporation described in and which executed and annexed instrument; that he know(s) 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 signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Surety  
Company  
Acknowledgment



Ashley McMann  
(Notary Public in and for the above County and State)

Bond-3768-A

My commission expires 12/02/2018





POWER OF ATTORNEY

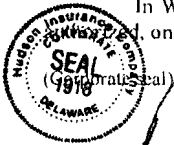
KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed, on this 13th day of November, 2014 at New York, New York.



Attest: [Signature] Dina Daskalakis Corporate Secretary

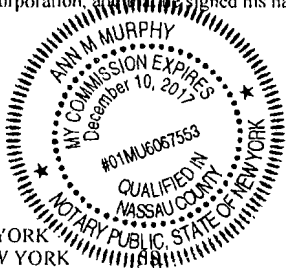
HUDSON INSURANCE COMPANY

By: [Signature] Michael P. Gleeson Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of November, 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the 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, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 21st day of December, 2015.



By: [Signature] Dina Daskalakis, Corporate Secretary



# Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - 3.3.1 The Surety in accordance with the terms of the Contract;
    - 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
    2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. DEFINITIONS.
- 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# Payment Bond

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

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

**CONTRACT**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**EJCDC No. 1910-28-B (1996 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    - 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds to the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, 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. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS.
  - 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Columbian Agency 1005 Laraway Road New Lenox IL 60451	CONTACT NAME: Michelle Haskell, CISR
	PHONE (A/C No, Ext): 815-215-4705 FAX (A/C No): 815-215-4745 E-MAIL ADDRESS: mhaskell@columbianagency.com
INSURED SWALL-1 Swallow Construction Corp. Attn: Tony Rendina 4250 Lacey Road Downers Grove IL 60515	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Navigators Insurance Company
	INSURER B : Liberty Mutual 23035
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 1349540479 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	TB2-Z91-464057-025	5/3/2015	5/3/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	AS2-Z91-464057-035	5/3/2015	5/3/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		HO15EXC811496IV	5/3/2015	5/3/2016	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	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 N/A	WCC-Z91-464057-015	5/3/2015	5/3/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

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

RE: South Monterey Culvert Replacement Project.  
Village of Villa Park and its employees and officials; Living Waters Consultants; Other parties as designated by Owner are primary/non-contributory additional insured on the G/L & Auto policies if required by written contract. \*Waiver of subrogation applies to Workers Comp. in favor of the Village of Villa Park, its officials, employees and volunteers if required by written contract (Umbrella follows form)

CERTIFICATE HOLDER Village of Villa Park 20 South Ardmore Avenue Villa Park IL 60181	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 <i>K. J. Sol</i>

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