## VILLAGE OF LOMBARD

JUL - 1 2013

## **CONTRACT**

## CONTRACT DOCUMENT NUMBER RM PROG 18 FY 13

This agreement is made this \_\_\_\_\_\_\_, day of \_\_\_\_\_\_\_\_\_, 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and \_\_\_\_\_\_ Corrective Asphalt Materials, LLC \_\_\_\_\_ (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:

The proposed work is officially known as "FY 2013 PRESERVATIVE SURFACE TREATMENT" and further described as the application of a preservative rejuvenating agent on approximately 93,000 SQ YD of asphalt pavement at various locations throughout the Village of Lombard. The purpose of the application is to provide an environment seal on the surface asphalt course and to provide improved durability, thus longer service life. The function of the application is to replace the volatile components of the asphalt cement that are lost during the manufacture of the aggregate asphalt mixture and through the normal aging and/or oxidation process. The results of this application will be elevated asphalt penetration values for the upper 12.5 mm (0.50 inch) of the surface asphalt course and a greater resistance to further oxidation and water intrusion. All of the above as well as other project details are further described in the contract documents for the said work prepared by the Village of Lombard.

- 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 RM PROG 18 FY 13 for FY 2013 SURFACE TREATMENT PROGRAM, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 18 FY 13 Legal Notice
    - iv) General Provisions

		vi) Plans and Specifications					
	b.	The Contractor's Bid Proposal Dated:					
	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 within 40 calendar days from the date of the Notice to Proceed. 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.		s Contract represents the entire agreement between the parties and may not be modified hout 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 day of 2013.							
	If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.						
Print Company Name							
Indi	ndividual or Partnership X Corporation						

Special Provisions

v)

Accepted this 26 day of June, 2013.	By Anthony J. Witte, CEO
Anthony J. Witte, Jr., Presiden	Position/Title
Marc Taillon, Vice-President By	Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	,
Accepted this 6th day of June, 2013.	
	Leith Giagnorio
V	'illage President
Attest:	Shaw Buderne
S	haron Kuderna. Village Clerk

#### VILLAGE OF LOMBARD

### CONTRACT BOND

Corrective Asphalt

KNOW ALL MEN BY THESE PRESENTS, that we Materials, LLC, a								
company organized under the laws of the State of Illinois and licensed to do								
business in the State of Illinois as Principal and Merchants Bonding Company, a corporation								
organized and existing under the laws of the State of, with authority to do								
business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of								
Lombard, State of Illinois in the penal sum of								
Seventy Thousand Nine Hundred Seventy Five and 70/100 dollars								
(\$ 70,975.70 ) lawful money of the United States, well and truly to be paid unto said								
Village for the payment of which we bind ourselves, our successors and assigns, jointly,								
severally, and firmly by these presents.								

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated June 6th, 2013 for the construction of the work designated:

#### FY 2013 SURFACE TREATMENT PROGRAM

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this day of duly, 2013. this	IN WITNESS WHEREOF, We have executed the foregoing Obligation  25th day of
VILLAGE OF LOMBARD	PRINCIPAL:
BY: Keith Giagnorio Village President  ATTEST:  Sharon Kuderna, Village Clerk	BY: Anthony J. Wife, CEO  ATTEST:  Amala Postor
	SURETY: Merchants Bonding Company
	BY: Brandi Bullock, Attorney-In-Fact (Title)  BY: Attorney in Fact  BY: Kim Connell, Witness
	(SEAL)

# State of Missouri County of Jefferson

On this 25th day of June	, 2013	, before me personally appeared							
Brandi Bullock		to me known to be an Attorney-in ———							
Merchants Bonding Company		the corporation described							
within instrument, and he acknowledged that he executed the within instrument as the act of th									
Company in accordance with authority duly conferred upon him by said Company.									
KELLY D. MARTIN									

STATE OF MISSOURI Jefferson County My Commission Expires: July 24, 2015 Commission # 11217650

This Power-of-Attorney is made and executed pursuant to and by authority of the torrowing by-Laws adopted by the board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and atlach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of

, 2012 . June

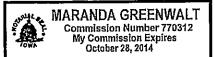


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF POLK ss.

On this 6th day of June , 2012 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, lowa, the day and year first above written.

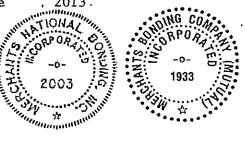


Notary Public, Polk County, lowa

STATE OF IOWA COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of June , 2013 .



William Harner Jo., Secretary

POA 0014 (11/11)