

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## Interoffice Memo

**To:** Scott Niehaus, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *C.S.G.*  
**From:** David A. Dratnol, P.E., Village Engineer *D.A.D.*  
**Date:** March 10, 2014  
**Subject:** FY 2014 Asphalt Paving and Patching Program

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The purpose of the Asphalt Paving and Patching Program is to address deteriorated and damaged sections of asphalt pavement and patch utility digs throughout the Village. The program is comprised of the following categories: General Local Streets Resurfacing, Local Streets Resurfacing with Village Crews, Full Depth Asphalt Patching and Utility Patching.

Eight (8) potential bidders purchased plans for the referenced project. Eight (8) bids were received and opened at 9:00 a.m. on March 04<sup>th</sup>, 2014. The bid results are summarized below:

<i>Company</i>	<i>Bid</i>
#1 Brothers Asphalt Paving, Inc.	\$ 1,118,523.00
#2 Chicagoland Paving Contractors, Inc.	\$ 1,174,976.25
#3 James D. Fiala Paving Co., Inc.	\$ 1,210,645.25
#4 Schroeder Asphalt Services, Inc.	\$ 1,270,561.00
#5 R.W. Duntelman Company	\$ 1,289,096.20
#6 K-Five Construction Corporation	\$ 1,308,965.00
#7 Johnson Paving	\$ 1,324,663.25
#8 ALamp Concrete Contractors, Inc.	\$ 1,470,000.00
Engineer's Estimate	\$ 1,284,121.25

The Village budgeted \$1,486,800.00 for a series of programs incorporated into this contract. The program budgets are summarized below:

<i>Program Name</i>	<i>Budget</i>
General Local Streets Resurfacing Plan	\$539,500.00
Local Street Resurfacing plan with Village Crews	\$327,000.00
Full - Depth Asphalt Patching Program	\$495,300.00
Asphalt Utility Patching	\$125,000.00
Project Totals	\$1,486,800.00

During the evaluation of bids, it was determined that Johnson Paving did not include proof of attendance at the mandatory pre-bid meeting. As such, staff disqualified the bid from Johnson Paving.

The Engineering Division recommends awarding this contract to the low bidder, Brothers Asphalt Paving, Inc. in the amount of \$1,118,523.00. This contractor has done acceptable work in the Village in the past.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on March 20, 2014. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

PROJECT FILE NAME: FY 2014 ASPHALT PAVING AND PATCHING

PROJECT NO.: RM PROG 22, 23, 24, 25

DATE: 3/6/2014

TIME: 10:00 AM

TABULATED BY: DAT

NO.	Item Description	Unit	Quantity	Yellow			Orange			Green			Blue			Purple		
				Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	
20701200	REM & DISP OF UNSUITABLE MATERIAL	CY	625	\$42.00	\$26,250.00	\$25.00	\$15,625.00	\$30.00	\$18,750.00	\$49.00	\$30,625.00	\$37.00	\$23,125.00	\$37.80	\$23,625.00	\$37.80	\$23,625.00	
35501303	BIT BASE CSE 4 3/4"	SY	2,100	\$21.50	\$45,150.00	\$20.00	\$42,000.00	\$19.75	\$41,475.00	\$19.30	\$40,530.00	\$19.80	\$41,580.00	\$21.20	\$44,520.00	\$21.20	\$44,520.00	
35800200	AGGREGATE BASE REPAIR CA-6	CV	275	\$41.00	\$11,275.00	\$40.00	\$7,425.00	\$40.00	\$11,000.00	\$58.00	\$15,950.00	\$40.00	\$11,000.00	\$37.20	\$10,230.00	\$37.20	\$10,230.00	
42300200	PCC DRIVEWAY PVT 6 SP	SY	150	\$45.00	\$6,750.00	\$45.00	\$6,750.00	\$57.00	\$8,550.00	\$58.00	\$8,700.00	\$48.85	\$7,327.50	\$61.70	\$9,255.00	\$61.70	\$9,255.00	
44000155	BITUMINOUS SURFACE REMOVAL 1 1/2"	SY	20,100	\$2.00	\$40,200.00	\$1.80	\$36,180.00	\$1.25	\$25,125.00	\$1.55	\$31,150.00	\$1.75	\$35,175.00	\$1.90	\$38,190.00	\$2.84	\$57,084.00	
44000157	BITUMINOUS SURFACE REMOVAL 2"	SY	63,000	\$2.25	\$141,750.00	\$1.80	\$113,400.00	\$1.55	\$97,650.00	\$2.40	\$151,200.00	\$2.25	\$141,750.00	\$3.03	\$190,890.00	\$3.03	\$190,890.00	
44000165	BITUMINOUS SURFACE REMOVAL 4"	SY	2,100	\$5.00	\$10,500.00	\$2.30	\$4,830.00	\$3.75	\$7,875.00	\$6.00	\$12,600.00	\$5.00	\$10,500.00	\$3.83	\$8,043.00	\$3.83	\$8,043.00	
40600100	BITUMIUS MATERIALS (PRIME COAT)	GAL	200	\$3.00	\$600.00	\$1.00	\$200.00	\$4.00	\$800.00	\$3.70	\$740.00	\$5.01	\$1,002.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00	
44000200	DRIVE PAVEMENT REM	SY	625	\$8.25	\$5,156.25	\$5.00	\$3,125.00	\$9.00	\$5,625.00	\$9.00	\$5,625.00	\$9.00	\$5,625.00	\$11.40	\$7,125.00	\$11.40	\$7,125.00	
40603080	HMA BC IL-19 NSD 2 1/4"	SY	2,100	\$10.50	\$22,050.00	\$10.00	\$21,000.00	\$10.00	\$21,000.00	\$10.00	\$21,000.00	\$9.50	\$19,950.00	\$9.85	\$20,685.00	\$9.85	\$20,685.00	
40603310	HMA SC "C" NSD 2"	SY	65,000	\$9.00	\$585,000.00	\$8.00	\$520,000.00	\$9.00	\$585,000.00	\$7.75	\$503,750.00	\$8.75	\$568,750.00	\$8.56	\$556,400.00	\$8.56	\$556,400.00	
42400200	PORTLAND CONCRETE SIDEWALK	SF	5,000	\$4.20	\$21,000.00	\$4.00	\$20,000.00	\$4.75	\$23,750.00	\$4.15	\$20,750.00	\$4.35	\$21,750.00	\$4.58	\$22,900.00	\$4.58	\$22,900.00	
42400800	DETECTABLE WARNING, PLASTIC	SF	1,000	\$20.25	\$20,250.00	\$18.00	\$18,000.00	\$21.00	\$21,000.00	\$22.00	\$22,000.00	\$22.90	\$22,900.00	\$15.00	\$15,000.00	\$15.00	\$15,000.00	
44000500	COMB CURB AND GUTTER REM	FT	2,500	\$3.50	\$8,750.00	\$3.00	\$7,500.00	\$3.50	\$8,750.00	\$3.15	\$7,875.00	\$4.15	\$10,375.00	\$5.25	\$13,125.00	\$5.25	\$13,125.00	
44000600	SIDEWALK REMOVAL	SF	5,000	\$0.75	\$3,750.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.45	\$7,250.00	\$1.60	\$8,000.00	\$1.35	\$6,750.00	\$1.35	\$6,750.00	
AREA REFLECTIVE CRACK CONTROL																		
44300100	TREATMENT, SYSTEM A	SY	84,400	\$1.50	\$126,600.00	\$1.40	\$118,160.00	\$1.30	\$109,720.00	\$1.26	\$106,344.00	\$1.31	\$110,564.00	\$1.26	\$106,344.00	\$1.26	\$106,344.00	
	CL D PATCH 5"	SY	1,000	\$39.00	\$39,000.00	\$40.00	\$40,000.00	\$39.00	\$39,000.00	\$46.00	\$46,000.00	\$52.00	\$52,000.00	\$37.15	\$37,150.00	\$37.15	\$37,150.00	
	CL D PATCH 10"	SY	50	\$70.00	\$3,500.00	\$70.00	\$3,500.00	\$84.00	\$4,200.00	\$97.00	\$4,850.00	\$100.00	\$5,000.00	\$81.00	\$4,050.00	\$81.00	\$4,050.00	
	CL D PATCH 12"	SY	50	\$81.00	\$4,050.00	\$70.00	\$3,500.00	\$100.00	\$5,000.00	\$115.00	\$5,750.00	\$130.00	\$6,500.00	\$95.00	\$4,750.00	\$95.00	\$4,750.00	
	CL D PATCH 15"	SY	50	\$97.00	\$4,850.00	\$100.00	\$5,000.00	\$125.00	\$6,250.00	\$130.00	\$6,500.00	\$140.00	\$7,000.00	\$121.55	\$6,077.50	\$121.55	\$6,077.50	
60235700	INLET, TYPE A, TYPE 3 F&G	EA	2	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$1,375.00	\$2,750.00	\$2,010.00	\$4,020.00	\$2,090.00	\$4,180.00	\$1,395.00	\$2,790.00	\$1,395.00	\$2,790.00	
60603800	COMB CC&G TB6.12	FT	2,500	\$16.50	\$41,250.00	\$15.00	\$37,500.00	\$15.75	\$39,375.00	\$16.50	\$41,250.00	\$17.15	\$42,875.00	\$18.16	\$45,400.00	\$18.16	\$45,400.00	
66900200	NON SPL WASTE DISPOSAL	CV	50	\$82.00	\$4,100.00	\$10.00	\$500.00	\$75.00	\$3,750.00	\$95.00	\$4,750.00	\$125.00	\$6,250.00	\$155.00	\$7,750.00	\$155.00	\$7,750.00	
70101700	TRAFFIC CONTROL & PROTECT	LS	1	\$30,100.00	\$30,100.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$20,600.00	\$20,600.00	\$19,000.00	\$19,000.00	\$13,200.00	\$13,200.00	\$13,200.00	\$13,200.00	
78003110	PREF PL PM TB LINE 4 WHITE	LF	150	\$8.00	\$1,200.00	\$7.14	\$1,071.00	\$6.35	\$952.50	\$7.00	\$1,050.00	\$7.25	\$1,087.50	\$5.70	\$855.00	\$5.70	\$855.00	
78003130	PREF PL PM TB LINE 6 WHITE	LF	200	\$9.00	\$1,800.00	\$12.24	\$2,448.00	\$9.10	\$1,820.00	\$12.00	\$2,400.00	\$12.45	\$2,490.00	\$8.55	\$1,710.00	\$8.55	\$1,710.00	
78003180	PREF PL PM TB LINE 18 WHITE	LF	525	\$15.00	\$7,875.00	\$42.84	\$22,491.00	\$30.75	\$16,143.75	\$42.00	\$22,050.00	\$43.65	\$22,916.25	\$29.00	\$15,225.00	\$29.00	\$15,225.00	
Z0004534	BIT DRIVEWAY PAVT 9	SY	475	\$45.00	\$21,375.00	\$20.00	\$9,500.00	\$25.00	\$11,875.00	\$64.00	\$30,400.00	\$31.00	\$14,725.00	\$20.10	\$9,547.50	\$20.10	\$9,547.50	
DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED																		
	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EA	50	\$385.00	\$19,250.00	\$350.00	\$17,500.00	\$475.00	\$23,750.00	\$262.00	\$13,100.00	\$315.00	\$15,750.00	\$291.00	\$14,550.00	\$291.00	\$14,550.00	
	FRAME AND COVER	EA	15	\$1,216.00	\$18,240.00	\$1,500.00	\$22,500.00	\$1,260.00	\$18,900.00	\$580.00	\$8,700.00	\$950.00	\$14,250.00	\$1,347.00	\$20,205.00	\$1,347.00	\$20,205.00	
	4" PULVERIZED TOPSOIL	SY	6	\$450.00	\$2,700.00	\$300.00	\$1,800.00	\$315.00	\$1,890.00	\$330.00	\$1,980.00	\$350.00	\$2,100.00	\$267.00	\$1,602.00	\$267.00	\$1,602.00	
	SEED	SY	1,100	\$4.00	\$4,400.00	\$6.63	\$7,293.00	\$3.50	\$3,850.00	\$7.75	\$8,525.00	\$5.10	\$5,610.00	\$7.00	\$7,700.00	\$7.00	\$7,700.00	
	as read			\$1,284,121.25		\$1,118,523.00	as read	\$1,174,976.25	as read	\$1,210,645.25	as read	\$1,270,561.00	as read	\$1,289,096.20	as read	\$1,289,096.20		
	actual			\$1,284,121.25		\$1,118,523.00	actual	\$1,194,976.25	actual	\$1,210,645.25	actual	\$1,270,561.00	actual	\$1,289,096.20	actual	\$1,289,096.20		

PROJECT FILE NAME: FY 2014 ASPHALT PAVING AND PATCHING									
PROJECT NO.: RM PROG 22, 23, 24, 26									
DATE: 3/6/2014									
TIME: 10:00 AM									
TABULATED BY: DAT									
				K-five Construction Corporation 13769 Main Street Lenoir, IL 60439			Johnson Paving 1025 East Addison Court Arlington Heights, IL 60005		
				Alamp Concrete Contractor's Inc. 1900 Wright Boulevard Schaumburg, IL 60193					
NO.	Item Description	Unit	Quantity	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals
20201200	REM & DISP OF UNSUITABLE MATERIAL	CY	625	\$51.00	\$31,875.00			\$10.00	\$6,250.00
35501303	BIT BASE CSE 4 3/4"	SY	2,100	\$23.00	\$48,300.00			\$26.00	\$54,600.00
35800200	AGGREGATE BASE REPAIR CA-6	CY	275	\$45.00	\$12,375.00			\$10.00	\$2,750.00
42300200	PCC DRIVEWAY PVT 6 SP	SY	150	\$45.00	\$6,750.00			\$41.90	\$6,285.00
44000355	BITUMINOUS SURFACE REMOVAL 1 1/2"	SY	20,100	\$2.10	\$42,210.00			\$1.60	\$32,160.00
44000157	BITUMINOUS SURFACE REMOVAL 2"	SY	63,000	\$2.25	\$141,750.00			\$1.80	\$113,400.00
44000165	BITUMINOUS SURFACE REMOVAL 4"	SY	2,100	\$6.30	\$13,230.00			\$4.00	\$8,400.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	200	\$2.00	\$400.00			\$1.00	\$200.00
44000200	DRIVE PAVEMENT REM	SY	625	\$10.00	\$6,250.00			\$12.00	\$7,500.00
40603080	HMA BC IL-19 N50 2 1/4"	SY	2,100	\$10.00	\$21,000.00			\$11.00	\$23,100.00
40603310	HMA SC 'C' N50 2"	SY	65,000	\$9.40	\$611,000.00			\$12.00	\$780,000.00
42400200	PORTLAND CONCRETE SIDEWALK	SF	5,000	\$4.00	\$20,000.00			\$5.00	\$25,000.00
42400800	DETECTABLE WARNING, PLASTIC	SF	1,000	\$20.00	\$20,000.00			\$20.00	\$20,000.00
44000500	COMB CURB AND GUTTER REM	FT	2,500	\$4.00	\$10,000.00			\$3.00	\$7,500.00
44000600	SIDEWALK REMOVAL	SF	5,000	\$1.75	\$8,750.00			\$1.00	\$5,000.00
AREA REFLECTIVE CRACK CONTROL									
44300100	TREATMENT, SYSTEM A	SY	84,400	\$1.50	\$126,600.00			\$1.45	\$122,380.00
	CL D PATCH 5"	SY	1,000	\$55.00	\$55,000.00			\$45.00	\$45,000.00
	CL D PATCH 10"	SY	50	\$80.00	\$4,000.00			\$90.00	\$4,500.00
	CL D PATCH 12"	SY	50	\$95.00	\$4,750.00			\$105.00	\$5,250.00
	CL D PATCH 15"	SY	50	\$110.00	\$5,500.00			\$135.00	\$6,750.00
60235700	INLET, TYPE A, TYPE 3 F&G	EA	2	\$1,500.00	\$3,000.00			\$1,500.00	\$3,000.00
60603800	COMB CC&G TB6.12	FT	2,500	\$18.50	\$46,250.00			\$15.50	\$38,750.00
66900200	NON SPL WASTE DISPOSAL	CY	50	\$100.00	\$5,000.00			\$1.00	\$50.00
70101700	TRAFFIC CONTROL & PROTECT	LS	1	\$40,300.00	\$40,300.00			\$42,500.00	\$42,500.00
78003110	PREF PL PM TB LINE 4 WHITE	LF	150	\$7.00	\$1,050.00			\$15.00	\$2,250.00
78003130	PREF PL PM TB LINE 6 WHITE	LF	200	\$12.00	\$2,400.00			\$25.00	\$5,000.00
78003180	PREF PL PM TB LINE 1B WHITE	LF	525	\$42.00	\$22,050.00			\$62.00	\$32,550.00
Z0004534	BIT DRIVEWAY PAVT 9	SY	475	\$35.00	\$16,625.00			\$65.00	\$30,875.00
DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED									
	ADJUSTED	EA	50	\$291.00	\$14,550.00			\$325.00	\$16,250.00
DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED									
	RECONSTRUCTED	EA	15	\$1,400.00	\$21,000.00			\$750.00	\$11,250.00
	FRAME AND COVER	EA	6	\$350.00	\$2,100.00			\$450.00	\$2,700.00
	4" PULVERIZED TOPSOIL	SY	1,100	\$7.00	\$7,700.00			\$5.00	\$5,500.00
	SEED	SY	1,100	\$2.00	\$2,200.00			\$3.00	\$3,300.00
				as read \$	1,308,965.00	as read \$	1,324,663.25	as read \$	1,470,000.00
				actual \$	1,308,965.00	actual \$	Disqualified	actual \$	1,470,000.00



# **VILLAGE OF LOMBARD**

## **CONTRACT**

### **CONTRACT DOCUMENT NUMBER - RM PROG 22, 23, 24, 26**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Brothers Asphalt Paving, Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

1. Full- depth patching of utility digs located throughout the village
  2. Grind and overlay of full blocks
  3. Full - depth repair along the curb line, 2" grind and overlay along the centerline of full blocks
  4. 1 ½" grinding of streets that will be paved by village crews
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 22, 23, 24, 26 for 2014 Asphalt Paving and Patching Project, consisting of the following:
      - i) Cover Sheet
      - ii) Table of Contents
      - iii) Notice to Bidders on Contract Document Number RM 22, 23, 24, 26 - Legal Notice
      - iv) General Provisions
      - v) Special Provisions
      - vi) Plans and Specifications
    - b. The Contractor's Bid Proposal Dated: March 04, 2014
    - 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 **120 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. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Janet Downer, Deputy Village Clerk

## VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, 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 \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated March 20, 2014, for the construction of the work designated:

#### **2014 Asphalt Paving and Patching Project**

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 \_\_\_\_\_, 2014.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Village President

ATTEST:  
\_\_\_\_\_  
Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2014.

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)

**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

2014 Asphalt Paving and Patching Project to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public