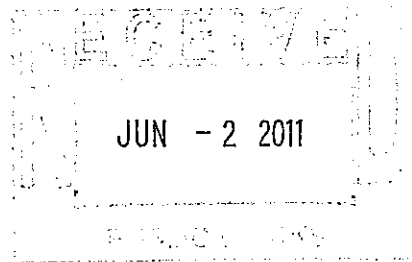


VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1202



This agreement is made this 2nd day of June, 2011, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Nagel Trucking & Material, Inc. hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Supply Course Aggregate (CA-6) material, including delivery, at a unit cost of \$10.42/ton in an amount not to exceed \$36,470.00.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no. PWO-1202 for Course Aggregate (CA-6), consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-1202- Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated May 17, 2011
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract in an amount not to exceed

\$36,470.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. Contractor agrees to perform the terms of this Contract by May 31, 2012. Time is of the essence of this Contract.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 2nd day of June, 2011.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this 1st day of June, 2011.

Individual or Partnership _____ Corporation P

[Signature] [Signature]
By _____ Position/Title _____

By _____ Position/Title _____

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of June, 2011.

[Signature]
William J. Mueller
Village President

Attest:

[Signature]
Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

Najad TRUCCING & MATERIALS, LLC (Name of Contractor) having submitted a bid on a contract
(Name of Contractor)
for Course Aggregate (CA-6) Material (General description of item(s) bid on) to the
Village of Lombard, 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 the Illinois Criminal Code or of any similar statute of another state or of a
federal statute containing the same or similar elements.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 1st
day of June, 2011.

[Signature]
Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

Wages Services & Materials, Inc., having submitted a bid/proposal for Course Aggregate (CA-6) Material, to the Village of Lombard, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: James L. Gylf Pava
Authorized Agent of Contractor

Subscribed and sworn to
before me this 1st
day of June, 2011.

Lisa A. Meyer
Notary Public

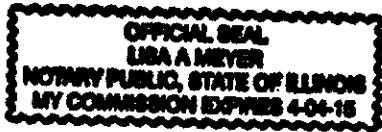


Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

NAYEL TRUJILLO & ASSOCIATES, INC. having submitted a bid/proposal for Course Aggregate (CA-6) Material, to the Village of Lombard, hereby certifies that said contractor 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.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 15th
day of June, 2011.

[Signature]
Notary Public

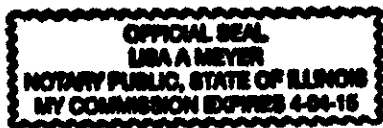


Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

Napco Trucking & Materials ^{File,} hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and
Testing, 49 CFR 382 et.seq., and that ALL DRIVERS
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the
aforementioned rules.

Napco Trucking & Materials Inc
[Company Name]

By: [Signature]

Its: President

SUBSCRIBED AND SWORN TO
before me this day 1st
of June, 2011.

Lisa A. Meyer
NOTARY PUBLIC

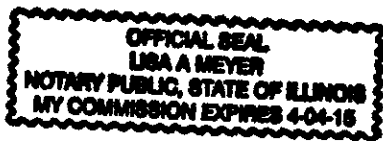


Exhibit "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.