

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 22, 23, 24 & 26

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 JAMES D. FIALA PAVING CO., 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:

FY 2013 ASPHALT PAVING AND PATCHING

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 FY 2013 ASPHALT PAVING AND PATCHING, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 22, 23, 24 & 26 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: 3-6-2013
 - 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 80 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 2ND day of APRIL 2013.

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

JAMES D. FIALA PAYING Co, INC

 Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 2ND day of APRIL, 2013.

[Signature]

 By

PRESIDENT

 Position/Title

By _____
 Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2ND day of APRIL, 2013.

[Signature]

 Village President

Attest:

[Signature]

 Brigitte O'Brien, Village Clerk

VILLAGE OF LOMBARD

Bond # 929568345
Duplicate Originals

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we James D. Fiala Paving Company, Inc., a company organized under the laws of the State of IL and licensed to do business in the State of Illinois as Principal and Western Surety Company, a corporation organized and existing under the laws of the State of SD, 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 One Million One Hundred Eighteen Thousand Seven Hundred Sixteen & 20/100-- dollars (\$1,118,716.20--) 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 _____, for the construction of the work designated:

FY 2013 ASPHALT PAVING AND PATCHING

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 _____, 2013.

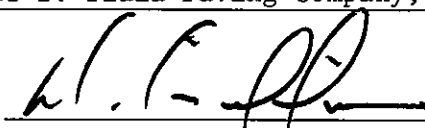
IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 28th day of March, 2013.

VILLAGE OF LOMBARD

PRINCIPAL:

James D. Fiala Paving Company, Inc.

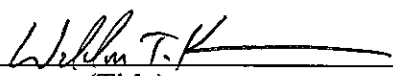
BY: 
Village President

BY: 

ATTEST: 
Village Clerk

ATTEST: 

SURETY: Western Surety Company

BY: 
(Title)

BY: William T. Krumm
Attorney in Fact

BY: _____

(SEAL)

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

State of Illinois

County of DuPage

I, Karen E. Socha a Notary Public of DuPage County, in the State of Illinois, do hereby certify that William T. Krumm Attorney-in-Fact, of the Western Surety Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in said County, this 28th day of March , 2013.



Notary Public Karen E. Socha

My Commission expires: 1/13/2016



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harold Miller Jr, Michael R Pesch, Carol Kelch, Arlene M Filipski, Jon A Schroeder, William T Krumm, Karen E Socha, Sharon A Foulk, Jodie Sellers, Individually

of Itasca, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of March, 2013.

WESTERN SURETY COMPANY



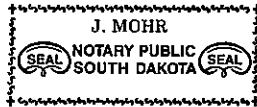
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of March, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

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

JAMES D. FIALA PAVING Co, INC, having submitted a proposal for:
(Name of Company)

FY 2013 ASPHALT PAVING AND PATCHING 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 ALL EMPLOYEE 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.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 2ND
day of APRIL, 2013.

[Signature]
Notary Public

