



PURCHASE ORDER P.O. #: 070472
 DATE: 06/25/12
 CHANGE #: 1
 DATE CHG: 09/12/12

MAIL INVOICES TO:
 VILLAGE OF LOMBARD
 ACCOUNTS PAYABLE
 255 E. WILSON AVE.
 LOMBARD, IL 60148-3926
 PHONE: (630) 620-5700
 FAX: (630) 620-8222

TO: BROTHERS ASPHALT PAVING INC
 315 S STEWART AVE
 ADDISON, IL 60101

SHIP TO:
 VILLAGE OF LOMBARD
 DEPT OF PUBLIC WORKS
 1051 S HAMMERSCHMIDT
 LOMBARD, IL 60148

VENDOR #
 2355

DELIVER BY: SHIP VIA: F.O.B.
 06/25/12 BEST WAY DESTINATION

REQUISITIONED BY

LINE#	QUANTITUOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
		***** * * CHANGE ORDER * * *****		
1	1329960.2DL	FY2012B ASPHALT PAVING & PATCHING PROGRAM	1.0000	1329960.26
			SUB-TOTAL	1329960.26
			TOTAL	1329960.26

REMARKS:
 BOT APPROVED 6/21/12 LEG #120336 FY2012B ASPHALT
 PAVING & PATCHING. 6/25/12 DMJ
 BOT APPROVED CO#1 9/6/12 LEG #120344. 9/12/12 DMJ

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
NONE	06/25/12	DRATNOL, DAVE	5514	499932.08
41007107101710809500				
NONE	06/25/12	DRATNOL, DAVE	5515	300039.03
41007107101710809500				
NONE	06/25/12	DRATNOL, DAVE	5545	400052.04
41007107101710809500				
NONE	06/25/12	DRATNOL, DAVE	5509	129937.11
41007107101710809500				

TERMS & CONDITIONS

1. Acceptance of this order constitutes acceptance of all conditions herein stated.
2. Prices: Invoiced prices shall not exceed the prices stated on reverse side without consent or authorization of Village of Lombard.
3. Quality and Inspection: All items furnished must be as specified and subject to inspection and approval of the Village after delivery. We reserve the right to reject and/or return any or all merchandise at risk and expense of supplier which may be damaged or fail to comply with accepted specifications. In addition to all expressed warranties, seller warrants articles delivered to be free of defects suitable for ordinary purposes and the purpose for which the merchandise is intended, and in accordance with specifications mentioned on reverse side.
4. Quantity: The specific quantities ordered must not be changed without the permission of the Village of Lombard.
5. Indemnification: The Seller shall indemnify and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or, misconduct of said Seller, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Seller shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.
6. Changes: No changes of any type are to be made on this order including: quantity, type of goods, delivery date, or price, without approval of the Village of Lombard.
7. Governing law and order of precedence: This order shall be interpreted under the laws of the State of Illinois. The parties hereto agree that for purposes of any lawsuit(s) between them concerning this purchase order, its enforcement or the subject matter thereof, venue shall be in DuPage County, Illinois.
8. Merchandise and/or commodities must conform to all standards and regulations as set forth under the Occupational Safety Hazards Act (O.S.H.A.) and any other local, state or federal laws governing safety of merchandise and/or commodities.
9. Material Safety Data Sheet: Vendors supplying products to the Village of Lombard are required to supply a "Material Safety Data Sheet" disclosing the content of substances in accordance with the "Toxic Substances Disclosure to Employee Act." Failure to provide the required information will result in nonpayment of any invoice by the Village.
10. The Village and the seller further recognize and agree that this order is subject to all State and Federal laws which may be applicable.
11. Delivery Instructions: All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements should be made in advance by the seller so that the Village may arrange for receipt of material. All material must be delivered where directed and may be required to be inside delivery.
12. Delivery Hours:

Monday - Friday:	8:30 A.M. to 3:30 P.M.
Saturday-Sunday:	Closed
Holidays:	Closed
13. Payment: Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. If no discount is taken, payment will be made in accordance with the Local Government Prompt Payment Act after receipt and inspections have been completed.
14. Taxes: The Village is exempt by law from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailer's Occupation Tax on materials and services purchased by the Village.
15. Equal Opportunity Employer: Be advised that the Village of Lombard is an equal opportunity employer and all parties to this transaction will maintain and promote non-discrimination regarding: race, color, religion, national origin, sex, age or handicaps in all phases of employment matters including facilities in accordance with the Illinois Human Rights Act, the Civil Rights Act of 1964 and all subsequent elective orders.
16. Federal Tax I.D.#: 36-6005975
17. Illinois Sales Tax Exemption #: E9997-4401-06
18. Recycled Material: The Village of Lombard supports and encourages the procurement of commodities with recycled and post-consumer recycled content.
19. Where this Purchase Order is issued pursuant to the Village of Lombard's bidding procedures, the Bid Specifications Package pertaining to that bid procedure shall be and hereby is made a part hereof and these Terms and Conditions shall be and hereby are supplemental to and included as a part of the Contract Documents.
20. The Contractor/Vendor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the Contract or execution of this Purchase Order.