



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER ST 15 03

This agreement is made this 2nd day of April, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and R.W. Dunteman Company (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:

“LOMBARD MEADOWS – PHASE III”. This project will consist of the reconstruction of Magnolia Circle, Magnolia Court, and Cherry Lane north of Magnolia Circle. The total length of project is approximately 1,451 feet. The scope of work includes the removal of existing pavement, base course, and subbase to the proposed subgrade elevation. The roadways will be replaced with 9” subbase granular material, 4” hot-mix asphalt binder course, and 2” hot-mix asphalt surface course. Furthermore, curb & gutter removal and replacement, sidewalk replacement, driveway construction, storm sewer construction, water main replacement, sanitary sewer service replacement, sanitary sewer lining, and street lighting are also within the scope of the project. This work shall be performed for the not to exceed contract price of \$1,579,818.21 (Base and Alternate 2)

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 ST 15 03 for LOMBARD MEADOWS - PHASE III, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST 15 03 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addenda #1 & #2
 - b. The Contractor's Bid Proposal Dated: March 24, 2020
 - 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 150 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.

LOMBARD MEADOWS – PHASE III

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- 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 2020.

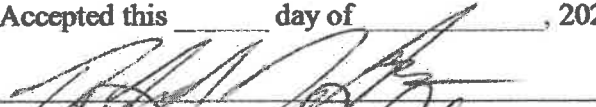

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

R. W. Dunteman Company

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this _____ day of _____, 2020.

By 
 By 

Roland W. Dunteman, III - President

Position/Title

William R. Rohde, Assistant Secretary

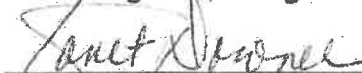
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of April, 2020.


 Keith Giagnorio, Village President

Attest:


 Sharon Kuderna, Village Clerk
JANET BOWNER, DEPUTY VILLAGE CLERK

**VILLAGE OF LOMBARD
CONTRACT BOND**

Bond No. 30095546

KNOW ALL MEN BY THESE PRESENTS, that we R. W. Dunteman Company, a company organized under the laws of the State of IL and licensed to do business in the State of Illinois as Principal and Continental Casualty Company, a corporation organized and existing under the laws of the State of IL, 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 Five Hundred Seventy-Nine Thousand Eight Hundred Eighteen & 21/100 dollars (\$1,579,818.21) 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 April 2, 2020, for the construction of the work designated:

LOMBARD MEADOWS - PHASE III

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 16th day of
April, 2020.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
16th day of April, 2020.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: [Signature]
Keith Giagnorio, Village President

R. W. Duntzman Company
BY: [Signature]
Roland W. Duntzman, III President

ATTEST:
[Signature]
Sharon Kuderna, Village Clerk
JANET DOWNER, DEPUTY VILLAGE CLERK

ATTEST:
[Signature]
William R. Rohde, Assistant Secretary

SURETY: Continental Casualty Company

BY: [Signature]
(Title)

BY: William Reidinger
Attorney in Fact

BY: Karen E. Bogard
Karen E. Bogard, Witness.

(SEAL)



**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

Roland W. Dunteman, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

R. W. Dunteman Company, having submitted a proposal for:
(Name of Company)

LOMBARD MEADOWS - PHASE III 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 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 8th
day of April, 2020.

[Signature]
Notary Public

