



Local Public Agency Formal Contract

Contractor's Name

Brothers Asphalt Paving, Inc.

Contractor's Address

315 S. Stewart Avenue

City

Addison

State

IL

Zip Code

60101

STATE OF ILLINOIS

Local Public Agency

the Village of Lombard

County

DuPage

Section Number

23-00166-00-RS

Street Name/Road Name

255 E. Wilson Ave, Lombard, IL 60148

Type of Funds

Rebuild Illinois Bond Fund

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Handwritten Signature]

Official Title

Village President

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date box]

Local Public Agency	Local Street/Road Name	County	Section Number
the Village of Lombard	255 E. Wilson Ave, Lombard, IL 60148	DuPage	23-00166-00-RS

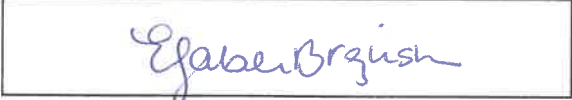
1. THIS AGREEMENT, made and concluded the 18th day of May 2023 between the Village of Lombard, known as the party of the first part, and Brothers Asphalt Paving, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.


3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00166-00-RS in the Village of Lombard, approved by the Illinois Department of Transportation on 03/31/23, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Lombard

Clerk Signature & Date  


(SEAL, if required by the LPA)

Party of the First Part Signature & Date  
 By:   
 (If a Corporation)

Corporate Name  
Brothers Asphalt Paving, Inc.

President, Party of the Second Part Signature & Date  
 By:  5/10/23  
 (If a Limited Liability Corporation)

(SEAL, if required by the LPA)

LLC Name  
 \_\_\_\_\_

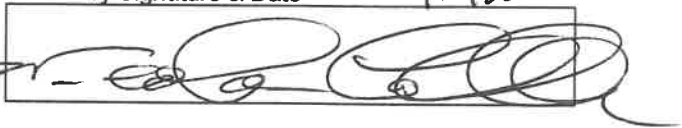
Manager or Authorized Member, Party of the Second Part  
 By: \_\_\_\_\_

(If a Partnership)  
 Partner Signature & Date  
 \_\_\_\_\_

Partner Signature & Date  
 \_\_\_\_\_

Partners doing Business under the firm name of  
 Party of the Second Part  
 \_\_\_\_\_

(If an individual)  
 Party of the Second Part Signature & Date  
 \_\_\_\_\_

Attest:  
 Secretary Signature & Date 5/10/23  


(SEAL, if required by the LPA)



**Contract Bond**

Issued in Duplicate  
Bond No. 30174465

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Lombard	DuPage	Various Streets	23-00166-00-RS

Bond information to be returned to Local Public Agency at 255 E. Wilson Avenue, Lombard, IL 60148  
Complete Address

We, Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue, Addison, IL 60101  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of IL as PRINCIPAL, and  
State

Western Surety Company 151 N. Franklin Street, Chicago, IL 60606  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of  
One Million Two Hundred Twenty Seven Thousand Eight Hundred Thirty Two Dollars and 37/100

Dollars ( \$1,227,832.37 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, 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 pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery 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.

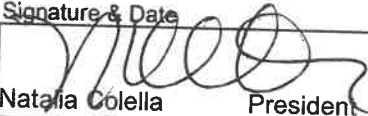
NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and 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 LPA and its awarding authority 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 shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 10th day of May, 2023  
Day Month and Year

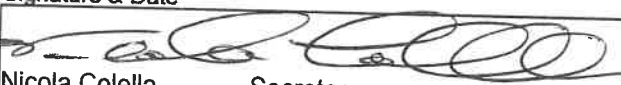
**PRINCIPAL**

Company Name  
Brothers Asphalt Paving, Inc.

Company Name  
[Empty Box]

By  
Signature & Date  
  
Natalia Colella President 5/10/2023

By  
Signature & Date  
[Empty Box]

Attest  
Signature & Date  
  
Nicola Colella Secretary 5/10/2023

Attest  
Signature & Date  
[Empty Box]

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF Illinois  
COUNTY OF DuPage

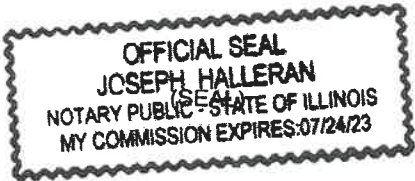
I, Joseph Halleran, a Notary Public in and for said county, do hereby certify that

Notary Name

Natalia Colella and Nicola Colella  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of May, 2023  
Day Month, Year



Notary Public Signature & Date

[Signature]

Date commission expires July 24, 2023  
Joseph Halleran

Name of Surety

Western Surety Company

SURETY

Title

By: [Signature] William Reidinger, Attorney-in-Fact



STATE OF 7/24/2023  
COUNTY OF DuPage

I, Joseph Halleran, a Notary Public in and for said county, do hereby certify that

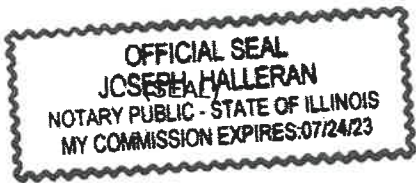
Notary Name

William Reidinger, Attorney-in-Fact

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of May, 2023  
Day Month, Year



Notary Public Signature & Date

[Signature]

Date commission expires July 24, 2023  
Joseph Halleran

Approved this Day of Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Signature]

VILLAGE Clerk  
Local Public Agency Type

Awarding Authority

VILLAGE OF LOMBARD

Awarding Authority Signature & Date

[Signature]

# 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

**William Reidinger, Individually**

of, Schaumburg, 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 -**

Surety Bond No.: 30174465

Principal: Brothers Asphalt Paving, Inc.

Obligee: Village of Lombard

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 16th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

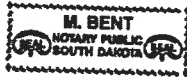
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2021, 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

March 2, 2026



*M. Bent*

M. Bent, 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 10th day of May, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.