

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER FY20 RM PROG 38

This agreement is made this 1st day of June, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Chicago and Paving Contractors, 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 2020 COMMUTER PARKING LOTS PROGRAM

This Project will consist of the grinding and overlay of 2 parking lots in the Village.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as attached hereto or repeated herein:
 - a. FY 2020 COMMUTER PARKING LOTS PROGRAM incorporates the 2020 Commuter Parking Lots Paving Services:
 - i) Cover Sheet
 - ii) Notice to Bidders on Contract Document Number RM PROG 38 - Legal Notice
 - iii) General Terms and Conditions
 - iv) Bid Proposal Form
 - v) Bidder's Certification Form
 - vi) Performance Reference Form
 - vii) BDE Special Provisions and Recurring Special Provisions Check Sheet (Appendix A)
 - viii) Contractor's Certification
 - b. The Contractor's Bid Proposal Dated: May 28, 2020
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance.
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 90 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 1st day of June, 2020.

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

Chicagoland Paving Contractors, Inc.

Print Company Name

Individual or Partnership _____ Corporation ✓

Accepted this 3rd day of June, 2020.

By William R. Bowes

V.P.

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1st day of June, 2020.

Keith T. Giagnorio
Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna
Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Chicagoland Paving Contractors, Inc., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and West Bend Mutual Insurance Company, a corporation organized and existing under the laws of the State of Wisconsin, 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 Seventy-Five Thousand and 00/100 dollars (\$75,000.00) 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 June 1 2020, for the construction of the work designated:

FY2020 COMMUTER PARKING LOTS PROGRAM

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.

APPROVED this 1st day of

June, 2020.

IN WITNESS WHEREOF, We have

duly executed the foregoing

obligation this 2nd day of

June, 2020.

VILLAGE OF LOMBARD

PRINCIPAL:

Chicagoland Paving Contractors, Inc.

BY:

Keith T. Giagnorio, Village President

BY:

William R. Bowes V.P.

ATTEST:

Sharon Kuderna
Sharon Kuderna, Village Clerk

ATTEST:

Julie Anderson

SURETY: West Bend Mutual Insurance Company

BY:

(Title)

BY:

Attorney in Fact

BY:

Paul F. Praxmarer

(SEAL)