

APPENDIX A

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER RM PROG 34

This agreement is made this 18th day of August, 2022, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Superior Road Striping, 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:

The removal of existing pavement markings and the replacement with thermoplastic or modified urethane pavement markings consisting of various colors, sizes, and shapes. Project quantities are attached for various sections of concrete and asphalt throughout Village limits.

- School crossings/ crosswalks;
- Grace Street (parking stalls from Sunset Avenue to Prairie Avenue);
- Maple Street (Finley Road to Main Street);
- Madison Street (Main Street to Addison Avenue);
- Westmore-Meyers Road (St. Charles Road to Roosevelt Road).

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-34 for 2022 Pavement Marking Replacement Program, consisting of the following:
 - i) DuPage County Division of Transportation
2022 Pavement Marking Maintenance
22-PVMKG-10-GM
Plans and Specifications
Printed 2/02/2022
 - ii) DuPage County Resolution DT-R-0134-22 (March 22, 2022 reference only)
Awarding to Superior Road Striping, Inc. of Melrose Park, IL
 - iii) Village of Lombard quantities (attached)
 - b. Bid Tabulation of County Awarded Schedule of Prices Dated: March 22, 2022 (attached)
 - c. Required 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.

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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 40 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 18th day of August, 2022.

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

Superior Road Striping Inc

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 18th day of August, 2022.

By

By

Joan Yario, President

Position/Title

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of August, 2022.

Keith T. Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk

(SEAL)