



**VILLAGE OF LOMBARD
CONTRACT**

**MANHOLE REHABILITATION PROGRAM 2019
CONTRACT DOCUMENT NUMBER: RM PROG 37**

This agreement is made this 17th day of May, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and KIM Construction Company, 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 rehabilitation of nineteen (19) structures.

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 37, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders
 - iv) Project Special Provisions
 - v) Instructions to Bidders
 - vi) Qualifications Form
 - vii) Appendices 1 - 8
 - b. Addendum #1 dated May 1, 2019
 - c. The Contractor's Bid Proposal Dated: May 7, 2019
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. 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 no later than 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 16th day of May 2019.

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

KIM CONSTRUCTION COMPANY INC

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 18th day of MAY, 2019.

By [Signature]
By [Signature]

PRES.
Position/Title
SEC.
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of May, 2019.

[Signature]
Keith Giagnorio, Village President

Attest:

[Signature]
Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

Kim A Vallow, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

KIM CONSTRUCTION COMPANY INC, having submitted a proposal for:
(Name of Company)

The Manhole Rehabilitation Program 2019 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 29th day of May, 2019.

[Signature]
Notary Public

