

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1215

This agreement is made this ____ day of _____, 20__, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (ATP Enterprise Group, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no. _____
for _____, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document
No. _____ - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated May 11, 2012
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$ _____ paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. The Contractor shall deliver the goods under this Contract by 69 days, and shall complete installation by November 5, 2012. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this ___ day of _____, 20__.


If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 20__.

Individual or Partnership _____ Corporation _____

~~_____~~
By _____ PETER KIS PRESIDENT
Position/Title

By _____
Position/Title

Print C  ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17 day of May, 20 .



William E. Mueller
Village President

Attest:



Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

Contract Execution

(Name of Contractor) having submitted a bid on a contract (Name of Contractor)
for Carriage House Addition (General description of item(s) bid on) to the Village of Lombard,
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result
of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any
similar statute of another state or of a federal statute containing the same or similar elements.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of May 1, 2012

J. Ildiko Kuti
Notary Public

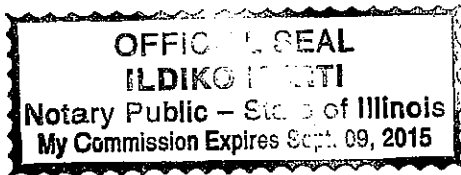


Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

_____, having submitted a bid/proposal
for Carriage House Addition, to the Village of Lombard, hereby certifies that said contractor
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of May, 2012

Ildiko Kurti

Notary Public



Exhibit "C"

CONTRACTOR'S CERTIFICATION:

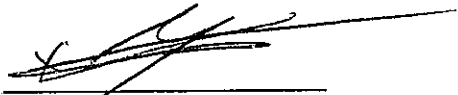
Department of Revenue - Tax Compliance



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

_____, having submitted a bid/proposal
for Carriage House Addition, to the Village of Lombard, hereby certifies that said contractor
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.

By: 

Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of May, 2012

Jiiko Kuti

Notary Public

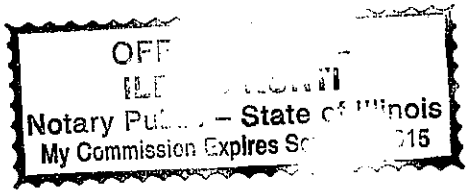


Exhibit "D"

ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

_____ hereby certifies that it is in full compliance with the

[Company Name]

Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et.seq., and that

_____ [name of employee/driver or "all employee drivers"]

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

[Company Name]

By: _____

Its: PETER KIS PRESIDENT

SUBSCRIBED AND SWORN TO

before me this day 11

of May, 2012

J. L. KO KAUF

NOTARY PUBLIC

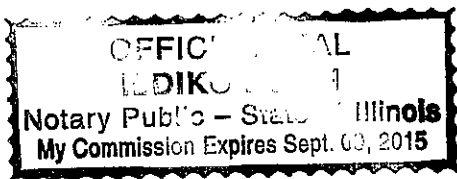


Exhibit "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:



ATP Enterprises Group, Inc
400 Central Ave. Suite 250
Northfield, IL 60093

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.