

VILLAGE OF LOMBARD

Demolition Services Contract

CONTRACT DOCUMENT NUMBER PWO 13-09

This agreement is made this 21st day of February, 2013 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Anthem Excavation & Demolition hereinafter referred to as (the "Contractor").

Witnesseth 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:

Demolition and restoration of Village owned facilities within the bid document Pages 16 through 18 according to the following pricing:

115 W. Crystal Avenue	\$11,000
249 N. LaLonde Avenue	\$10,000
525 Phillips Court	\$16,000
63 S. Columbine	\$16,000

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. PWO 13-09 for Demolition Services, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO 13-09 - 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 February 1, 2013
- 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 services which are the subject matter of this Contract the total sum of \$ 53,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
- 3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
- 4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
- 5. 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 Ware, Acting Village President, and the Contractor have hereunto set their hands this 21st day of February, 2013.

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 14 day of FEBRUARY, 2013.

Individual or Partnership _____ Corporation _____





By _____

Position/Title

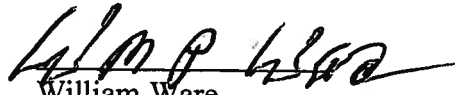
By _____

Position/Title

ANTHEM EXCAVATION & DEMOLITION
Print Company Name

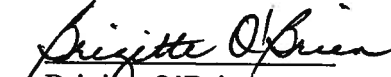
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of February, 2013.



William Ware
Acting Village President

Attest:



Brigitte O'Brien
Village Clerk

VILLAGE OF LOMBARD
BID PROPOSAL

Proposal for Contract Document Number PWO 13-09.

We hereby agree to furnish to the Village of Lombard **Demolition Services** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

DEMOLITION SERVICES

Site Number	Address	Quantity	Unit	Total
1	115 W. Crystal Avenue	1	Lump Sum	\$ <u>11,000.00</u>
2	249 N. LaLonde Avenue	1	Lump Sum	\$ <u>10,000.00</u>
3	525 Philips Court	1	Lump Sum	\$ <u>16,000.00</u>
4	63 S. Columbine Road	1	Lump Sum	\$ <u>16,000.00</u>
5	126 W. Maple Street	1	Lump Sum	\$ <u>19,000.00</u>
Total Demolition Proposal				\$ <u>72,000.00</u>

The Village reserves the right to award a contract for all demolition sites to one contractor or award separate contracts for Demolition Services.

Delivery of the item(s) will be within 45 day(s) following notification of bid award.

State length and terms of warranty(s): Contract award through final inspection(s).

Is your bid in compliance with specifications?: Yes No

If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 1st day of February, 2013.

If an individual or partnership, all individual names of each partner shall be signed:

By: _____

Print Name: _____

Position/Title: _____

By: _____

Print Name: _____

Position/Title: _____

Company Name: _____

Address line 1: _____

Address line 2: _____

Telephone: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: _____

Print Name: _____

Position/Title.....: _____

Company Name: _____

Address line 1: _____

Telephone: _____

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

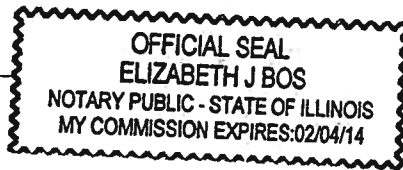
**CONTRACTOR'S CERTIFICATION
PROPOSAL**

Anthem Excavation + Demolition, Inc. (Name of Contractor/Proposer), having submitted a proposal on a contract for Demolition Services (General description of item(s) proposed on) to the Village of Lombard, hereby certifies that said Contractor/proposer is not barred from proposing on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 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: 
Authorized Agent of Contractor/Proposer

Subscribed and sworn to before me this 1st day of February, 2013.

Elizabeth Bos
Notary Public



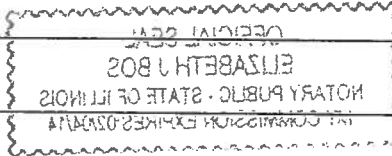
The Village of Lombard reserves the right to reject any or all proposals, to waive technicalities in proposing, or to choose any combination of proposals which are deemed to be in the best interest of the Village of Lombard.

VILLAGE OF LOMBARD
SPECIFICATION DEVIATION

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

N/A



Signature of Bidder

Date

EXHIBIT A

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

Daniel Bos, having been first duly sworn, depose and states as follows:
(Officer or Owner of Company)

I am the Vice President for Anthem Excavation & Demolition, Inc.
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for Demolition Services - Contract PWO-13-09
(Name of Village project)
to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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 employee 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; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 1st
day of February, 2013.

Elizabeth Bos
Notary Public

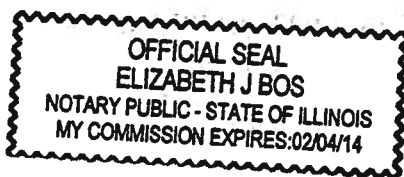


EXHIBIT B

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:

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.

