

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-11-05

This agreement is made this 7<sup>th</sup> day of October, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., 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:

Alley Improvements Lombard to Elm: Work will include the installation of approximately 350 ft of storm sewer and the reshaping an existing gravel alley.

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 M-11-05 for Alley improvements Lombard to Elm, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-11-05 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Proposal Dated September 28, 2010
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. 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 within 60 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 7<sup>th</sup> day of October, 2010.

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

John Neri Construction Company Inc.

Individual or Partnership \_\_\_\_\_ Corporation

Accepted this \_\_\_\_\_ day of October, 2010.

By Nicholas Neri  
By Anthony Neri

Nicholas Neri, President  
Position/Title  
Anthony Neri, V. President/Secretary  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of October, 2010.

William J. Mueller  
William J. Mueller, Village President

Attest:

Brigitte O'Brien  
Brigitte O'Brien, Village Clerk