

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER CFB #2014-002

Municipal Partnering Initiative (MPI) Hydrant Painting Project for the Municipalities of: Bensenville, Lombard, Glen Ellyn, West Chicago, and Winfield

This agreement is made 17th day of July, 2014 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and DMD Consultants of Mosheim, TN 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:

(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. CFB #2014-002 Municipal Partnering Initiative (MPI) Hydrant Painting Project for the Municipalities of: Bensenville, Lombard, Glen Ellyn, West Chicago, and Winfield, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document – Village of Glen Ellyn; Municipal Partnering Initiative (MPI)
No. CFB #2014-002 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated June 30, 2014.
 - 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 not to exceed \$50,000.00 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 Keith T. Giagnoria, Village President, and the Contractor have hereunto set their hands this 17th day of June, 2014.

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 28 day of July, 2014

Individual or Partnership _____ Corporation

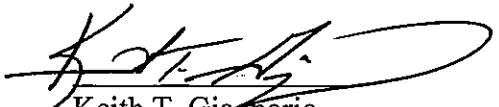
By Jamie Durva Sect/Treasurer
Position/Title

By _____ Position/Title

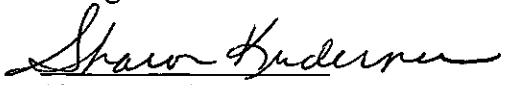
DMD Consultants Inc
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of June, 2014.


Keith T. Giagnorio
Village President

Attest:


Sharon Kuderna
Village Clerk

AUG - 1 2014

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Jamie L Durrva, having been first duly sworn, depose and states as follows:
(Officer or Owner of Company)

I am the Sect. Treasurer for IMD Consultants Inc.
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for MPI Hydrant Painting
(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")

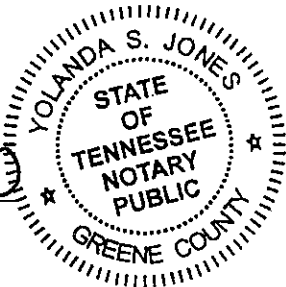
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and

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: Jamie L Durrva
Authorized Agent of Contractor

Subscribed and sworn to before me this 28 day of July, 2014.

Yolanda Jones
Notary Public



expires March 27, 2018