

## VILLAGE OF LOMBARD

### CONTRACT

#### CONTRACT DOCUMENT NUMBER RM PROG 11 & 31

This agreement is made this 20<sup>th</sup> day of April, 2017, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Hoerr Construction, 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:

#### RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining

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 11 & 31 RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: March 24, 2017
  - 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 on or before November 22, 2017. 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 20th day of April, 2017.

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

Heerr Construction, Inc.

Print Company Name

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

Accepted this 31 day of March, 2017.

By Robert J. Kilbick

By

Vice President

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20<sup>th</sup> day of April, 2017.

Keith T. Giagnorio  
Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna  
Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Max P. Hoerr II, having been first duly ~~sworn~~ <sup>affirmed</sup> depose and states as follows:  
(Officer or Owner of Company)

Hoerr Construction, Inc., having submitted a proposal for:  
(Name of Company)

FY 2017 CONCRETE REHABILITATION, 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 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.

By:   
Authorized Agent of Contractor

Subscribed and ~~sworn~~ <sup>affirmed</sup> to  
before me this 31  
day of March, 2017.

Rebecca C. Wiegand  
Notary Public