

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER RM PROG 11&31

This agreement is made this 18<sup>th</sup> day of JUNE, 2015, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and SAK Construction, LLC. (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:

#### FY 2015 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 RFB 2015-103 for FY 2015 SEWER LINING
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RFB 2015-103 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: 5/29/2015
  - 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 180 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 18th day of JUNE 2015.

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

SAK Construction, LLC \_\_\_\_\_  
Print Company Name

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

Accepted this 4 day of June, 2015.

By Boyd Hirtz \_\_\_\_\_  
 By Roger Archibald \_\_\_\_\_

Vice President \_\_\_\_\_  
Position/Title  
Secretary \_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of JUNE, 2015.

Keith Giagnorio \_\_\_\_\_  
 Keith Giagnorio, Village President

Attest: Sharon Kuderna \_\_\_\_\_  
 Sharon Kuderna, Village Clerk

# VILLAGE OF LOMBARD

Bond No. 106296491

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we SAK Construction, LLC, a company organized under the laws of the State of Missouri and licensed to do business in the State of Illinois as Principal and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of One Hundred Seventy-One Thousand Two Hundred Sixty-Six Dollars and NO/100 dollars (\$171,266.00) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated JUNE 18, 2015, for the construction of the work designated:

### FY 2015 SEWER LINING

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 18<sup>th</sup> day of  
JUNE, 2015.

VILLAGE OF LOMBARD

BY: [Signature]  
Village President

ATTEST:  
[Signature]  
Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
4 day of June, 2015.

PRINCIPAL: SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

BY: [Signature]  
Boyd Hertz, Vice President

ATTEST:  
[Signature]

Travelers Casualty and Surety Company of America  
SURETY: One Tower Square, Hartford, CT 06183

BY: Dana A. Dragoy, Attorney-in-Fact  
(Title)

BY: [Signature]  
Attorney in Fact

BY: [Signature]  
Crystal Weston, Witness

(SEAL)

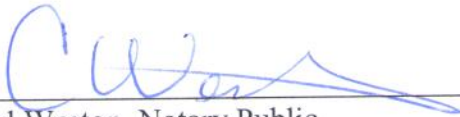
State of Missouri  
County of St. Louis

On \_\_\_\_\_, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dana A. Dragoy known to me to be Attorney-in-Fact of

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Crystal Weston, Notary Public



My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI

COUNTY OF ST. CHARLES

ON THE 4 DAY OF June, 2015, BEFORE ME  
PERSONALLY APPEARED Boyd Hirtz TO ME KNOWN AND  
KNOWN TO ME TO BE THE Vice President OF SAK CONSTRUCTION, LLC,  
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING  
INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED  
OF SAID LIMITED LIABILITY COMPANY.

Barbara Trende

NOTARY PUBLIC

|                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BARBARA TRENDE<br>Notary Public - Notary Seal<br>State of Missouri<br>Commissioned for St. Charles County<br>My Commission Expires: December 19, 2018<br>Commission Number: 14126252 |
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