

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1203

This agreement is made this 18th day of August, 2011 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Berkeley Trucking, Inc., 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:

Snow & Material Hauling in an amount not to exceed \$5,460.00

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-1203 for Snow & Debris Hauling, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No.PWO-1203 - 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 July 20, 2011
 - 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 \$5,460.00 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 J. Mueller, Village President, and the Contractor have hereunto set their hands this 18th day of August, 2011.

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 31 day of AUGUST, 2011

Individual or Partnership _____ Corporation X

Jim Patrick _____
By Position/Title
PRES

By Position/Title

BERKELEY TRUCKING INC.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of August, 2011.

William J. Mueller
William J. Mueller
Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

Contract Execution

BERKELEY TRUCKING INC, (Name of Contractor) having submitted a bid on a contract for Snow & Material Hauling to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E 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: Jim Partezilo
Authorized Agent of Contractor

Subscribed and sworn to
before me this 1st
day of September, 2011.

Laura L Thilk
Notary Public



Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

BERKELEY TRUCKING INC., having submitted a bid/proposal for Snow & Material Hauling, to the Village of Lombard, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: *Jm Partipilo*
Authorized Agent of Contractor

Subscribed and sworn to
before me this 1st
day of September, 2011.

Laura L Thilk
Notary Public



Exhibit "C"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

BERKELEY TRUCKING INC., having submitted a bid/proposal for Snow & Material Hauling, to the Village of Lombard, hereby certifies that said contractor 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.

By: *Jim Portezuelo*
Authorized Agent of Contractor

Subscribed and sworn to
before me this 1st
day of September, 2011.

Laura L. Thilk
Notary Public



Exhibit "D"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

BERKELEY TRUCKING INC hereby certifies that it is in full compliance with the
[Company Name]

Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq., and that _____

[name of employee/driver or "all employee drivers"]

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

BERKELEY TRUCKING INC
[Company Name]

By: Jim Partipilo

Its: Pres

DRIVER'S

SUBSCRIBED AND SWORN TO
before me this 31st day
of August, 2011.

[Signature]
NOTARY PUBLIC

- Samuel Carbone
- Michael Carroll Sr.
- Joseph Partipilo
- Allen Karalus
- Michael Janikowski
- Reynaldo Arreola
- Cleotha Young
- Raymond Caruso
- John Romanelli
- Alfonse Wingfield



Exhibit "E"

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.