

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER SAN-08-03

This agreement is made this the 20th day of September, 2007, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and Kings Point General Cement, Inc. hereinafter referred to as the "Contractor" and its 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 2008 CONCRETE REHABILITATION AND UTILITY CUTS PATCHING**

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 ST 08-01 for the FY 2008 Concrete Rehabilitation and Utility Cuts Patching project, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST 08-01 - Legal Notice
    - iv) Special Provisions
    - v) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 5, 2007 & Contractor's Proposal dated September 5, 2007
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance for Contract ST-08-01
  - d. Executed Bidder's Certification Form for Contract ST-08-01
2. The Village agrees to pay, and the Contractor agrees to accept as full payment as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 15 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time 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 on 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 on 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 by William J. Mueller, Village President, and the Contractor have hereunto set their hands this the 20th day of September 2007.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

KINGS POINT Cement Inc  
Print Company Name

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

Accepted this the 20<sup>th</sup> day of Sept, 2007.

By [Signature]

President  
Position/Title

By \_\_\_\_\_

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 20<sup>th</sup> day of September, 2007.

[Signature]  
 William J. Mueller, Village President

Attest:

[Signature]  
 Brigitte O'Brien, Village Clerk