

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER ST-17-05/06 C

This agreement is made this 6th 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 Alliance Contractors, 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:

The improvements include curb and gutter removal, sidewalk removal, new drainage structures with connections to the existing storm sewer system, new curb and gutter, PCC pavement widening, new concrete sidewalk, moving existing light poles and replacing associated wiring, removing and replacing PCC driveway aprons, modernizing existing traffic signals at the Roosevelt Road (Illinois Route 38)/Finley Road intersection, constructing new traffic signals at the Roosevelt Road (Illinois Route 38)/Mariano's Main Entrance intersection, traffic signal electrical service, interconnecting traffic signals, traffic control and protection, erosion control, removing and replacing pavement markings and reflective pavement markers, removal, storage, and erection of existing signage and new signage, landscape restoration, and all appurtenant items necessary for the completion of the work.

All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Christopher B. Burke Engineering, Ltd.

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-17-05/06 for Roosevelt Rd/Finley Rd Intersection Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: March 27, 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 within 141 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 6th 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.

Alliance Contractors, Inc.

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 17th day of April, 2017.

By 

 By _____

Michael J. Paulson, President

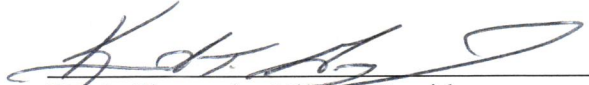

Position/Title

Debra L. Klein, Asst. Secretary

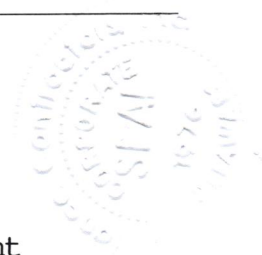
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6th day of April, 2017.


 Keith Giagnorio, Village President

 Sharon Kuderna, Village Clerk

Attest:



VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Michael J. Paulson, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Alliance Contractors, Inc., having submitted a proposal for:
(Name of Company)

Roosevelt Rd/Finley Rd Intersection Improvements 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: *Michael Paulson*
Authorized Agent of Contractor

Subscribed and sworn to
before me this 17th
day of April, 2017.

Renée Behrens
Notary Public

