

# VILLAGE OF LOMBARD

## CONTRACT DOCUMENT NUMBER PWO-1502

This agreement is made this 22<sup>nd</sup> day of January, 2015, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Marcott Enterprises of Villa Park, IL, 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 sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Supply Course Aggregate (CA-6) material, including delivery, at a unit cost of \$11.00/ton in an amount not to exceed \$44,500.00.

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-1502 for Course Aggregate (CA-6), consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO-1502- 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 January 9, 2015
  - 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 items which are the subject matter of this Contract in an amount not to exceed \$44,500.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. Contractor agrees to perform the terms of this Contract by December 31, 2015. Time is of the essence of this Contract.

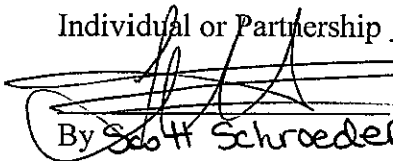
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William Ware, Acting Village President, and the Contractor have hereunto set their hands this 22<sup>nd</sup> day of January, 2015.

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 9<sup>th</sup> day of FEBRUARY, 2015.

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

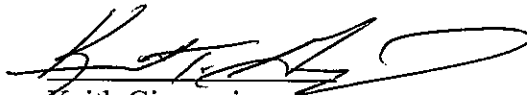
 \_\_\_\_\_  
By Scott Schroeder Position/Title PRESIDENT

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

MARUOTT ENT INC  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 22<sup>nd</sup> day of January, 2015.

  
Keith Giagnorio  
Village President

Attest:

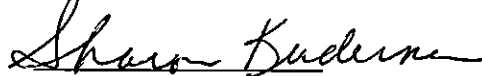
  
Sharon Kuderna  
Village Clerk

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Scott Schroeder, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the President for Marcott Enterprises, Inc.,  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for Supply Coarse Aggregate (CA6),  
(Name of Village project)  
to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to before me this 9th day of February, 2015.

Patricia A Kohl  
Notary Public

