



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER WA 16-02

This agreement is made this 19th day of May 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Swallow Construction Corporation (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 proposed work is officially known as "Transmission Main". The project is located on E. Wilson Avenue from S. Stewart Avenue to S. School Street; S. School Street from E. Wilson Avenue to 14th Street; and 14th Street from S. School Street to approximate 100 feet east of S. School Street. The scope of the project is to install approximately 8,500 linear feet of 16" ductile iron water main on the residential streets. The project also includes removal and reconstruction of existing pavement on Wilson Ave from Stewart Ave. to Edgewood Ave, resurfacing of existing pavement along the path of the transmission main on Wilson Ave. from Edgewood Ave to School St., and resurfacing of existing pavement along the path of the transmission main on School St. from Morris Ave. to Roosevelt Rd. 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 Thomas Engineering Group, LLC.

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 WA 16-02 for Transmission Main, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number WA 16-02 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum #1 dated January 7, 2016
 - viii) Addendum #2 dated January 14, 2016
 - b. The Contractor's Bid Proposal Dated: February 5, 2016
 - c. The Revised Contractor's Bid Proposal Dated: May 10, 2016
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. 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 210 calendar days from the date of the Notice to Proceed (200 calendar days to substantial completion with 10 calendar days for punch list work). 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 19th day of May 2016.

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

Swallow Construction Corporation
Print Company Name

Individual or Partnership _____ Corporation x

Accepted this 16 day of May, 2016.

[Signature]
By Anthony Rinaldi

President
Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of May, 2016.

[Signature]
Keith Giagnorio, Village President

Attest:

[Signature]
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Swallow Construction Corporation, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Hudson Insurance Company, a corporation organized and existing under the laws of the State of Delaware, 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 ---Two Million Nine Hundred Fifteen Thousand Eight Hundred Seventy and 01/100--- dollars (\$2,915,870.01) 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 May 19, 2016, for the construction of the work designated:

Transmission Main

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.

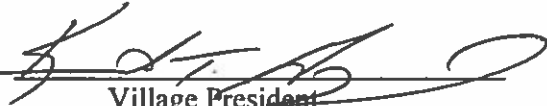
APPROVED this 19th day of
May, 2016.


IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
12th day of May, 2016.

VILLAGE OF LOMBARD

PRINCIPAL:


Swallow Construction Corporation

BY: 
Village President


BY: 
Anthony Rendina, President

ATTEST:

Village Clerk

ATTEST:


SURETY: Hudson Insurance Company

BY: 
(Title) Kevin J. Scanlon,
Attorney-in-fact

BY: _____
Attorney in Fact

BY: _____

(SEAL)