



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS 15-01

This agreement is made this 4th day of May 2017, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Glenbrook Excavating & Concrete, 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 proposed work is officially known as "North Broadway Interim Pump Station and Force Main". The North Broadway Interim Pump Station and Force Main Project is located on E. North Broadway Street between S. Fairfield Avenue and S. Grace Street, and S. Grace Street between E. North Broadway Street and E. Hickory Street. The project consists installation of one centrifugal pump and controls with piping to accommodate two axial pumps. The project also includes installation of approximate 1,500 lineal feet of a storm water force main, installation of a new precast concrete control building, and installation of a new diesel fuel generator with base fuel tank. 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 ESI Consultants, 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 SS 15-01 for North Broadway Interim Pump Station, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number SS 15-01 and SS 16-01 Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum #1 dated April 18, 2017
 - viii) Addendum #2 dated April 19, 2017
 - ix) Addendum #3 dated April 20, 2017
 - b. The Contractor's Bid Proposal Dated: April 25, 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 60 calendar days from the date of the

Notice to Proceed substantially complete the force main improvement, Punch list items including Final Inspection per Section 105.13 are to be completed within 120 calendar days of substantial completion. The Village anticipates the sidewalk restoration work to be performed no sooner than 90 days after substantial completion of the force main to allow for the backfill to settle. In the event the Contractor does not complete the work within the 180 calendar days allotted by Contract, liquidated damages will accrue per Section 108.09.

The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within 225 calendar days of notice to proceed for the standby generator and pump improvements. Punch list items including Final Inspection per Section 105.13 are to be completed within 20 calendar days of substantial completion.

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 4th day of May 2017.

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

**GLENBROOK EXCAVATING &
CONCRETE INC.**

**1350 N. Old Rand Road
Wauconda, Illinois 60084**

Print Company Name

Individual or Partnership _____ Corporation ☒

Accepted this 4th day of May, 2017.



By



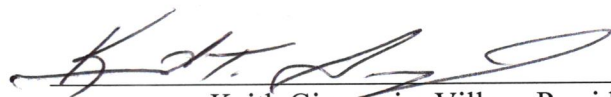
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Position/Title

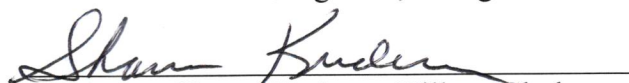
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of May, 2017.



Keith Giagnorio, Village President

Attest:



Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

Terry R. BARNETT, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Glenbrook Excavating & Concrete, Inc., having submitted a proposal for:
(Name of Company)

North Broadway Interim Pump Station and Force Main Project and Gatz Pond Outfall Project 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.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: Terry R. Barnett
Authorized Agent of Contractor

Subscribed and sworn to
before me this 11
day of May, 2017.

