

## VILLAGE OF LOMBARD

### CONTRACT

#### CONTRACT DOCUMENT NUMBER RM PROG 49

This agreement is made this 12<sup>th</sup> day of May, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Globe Construction, 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:

#### FY 2020 CONCRETE REHABILITATION

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 RM PROG 49 FY 2020 CONCRETE REHABILITATION, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 49 Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 2, 2020
  - 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 on or before August 21, 2020. 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 12<sup>th</sup> day of May, 2020.

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

GLOBE CONSTRUCTION, INC.

Print Company Name

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

Accepted this 12<sup>th</sup> day of MAY, 2020.

Peter Martire  
By PETER MARTIRE

PRESIDENT

Position/Title

By \_\_\_\_\_

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18<sup>th</sup> day of June, 2020.

Keith T. Giagnorio

Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna

Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

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

GLOBE CONSTRUCTION, INC, having submitted a proposal for:  
(Name of Company)

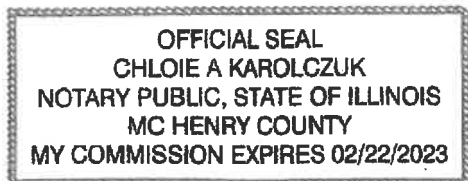
FY 2020 CONCRETE REHABILITATION, to the Village of Lombard, hereby certifies that said Contractor:

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 NINO DIFRONZO  
(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:   
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 12TH  
day of MAY, 2020.

Chloie A. Karolczuk  
Notary Public



**VILLAGE OF LOMBARD**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Globe Construction, Inc., a company organized under the laws of the State of IL and licensed to do business in the State of Illinois as Principal and Washington International Insurance Company, a corporation organized and existing under the laws of the State of NH, 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 Seven Hundred Twenty Thousand Six Hundred Fifteen Dollars and 40 Cents dollars (\$ 720,615.40) 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 5/12/2020, for the construction of the work designated:

**FY 2020 CONCRETE REHABILITATION**

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.

APPROVED this 18th day of JUNE, 2020.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 13st day of MAY, 2020.

VILLAGE OF LOMBARD

PRINCIPAL:

GLOBE CONSTRUCTION, INC.

BY: [Signature]  
Village President

BY: [Signature]

ATTEST:

[Signature]  
Village Clerk

ATTEST: [Signature]

WASHINGTON INTERNATIONAL SURETY: INSURANCE COMPANY

BY: [Signature]  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: Carl Dohn, Jr.

(SEAL)