

## VILLAGE OF LOMBARD

### CONTRACT

#### CONTRACT DOCUMENT NUMBER RM PROG 11 & 31

This agreement is made this 19<sup>th</sup> day of April, 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Hoerr 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:

#### 2018 Contract Extension for RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining

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 11 & 31 RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: March 24, 2017
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
  - e. Contract Renewal Proposal dated March 16, 2018
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the

Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Sewer Lining and Rear Yard Lining

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 November 2, 2018. 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 April, 2018.

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

Hoern Construction, Inc.

Print Company Name

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

Accepted this 23 day of March, 2018.

By [Signature]

President

Position/Title

By [Signature]

Vice President

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19<sup>th</sup> day of April, 2018.

[Signature]  
Keith T. Giagnorio, Village President

Attest:

[Signature]  
Sharon Kuderna, Village Clerk

ID	Upstream MH	Downstream MH	Street	Dia.	Unit Price	Length	Service Re-	Easement	
SAN609A006	SN609132	SN609130	Kenilworth Ct	8	\$ 31.59	315	7	Yes	\$ 9,950.85
SAN609A065	SN609130	SN609801	Kenilworth Ct	8	\$ 31.59	323	0	Yes	\$ 10,203.57
SAN618D068	SN618062	SN618061	Ann St East of Pond	8	\$ 31.59	159		No	\$ 5,022.81
SAN618D070	SN618074	SN618062	Morris East of Pond	8	\$ 31.59	162		No	\$ 5,117.58
SAN619B082	SN619320	SN619274	S Elizabeth St/Finley Ap	8	\$ 31.59	368		No	\$ 11,625.12
SAN607C011	SN607245	SN607235	Edson/Finley Rear Yard	10	\$ 33.63	70		No	\$ 2,354.10
SAN607C012	SN607235	SN607284	Finley Rd	10	\$ 33.63	296		No	\$ 9,954.48
SAN607D046	SN607065	SN607084	Edson to Brewster Ally	10	\$ 33.63	411		No	\$ 13,821.93
SAN607D093	SN607083	SN607245	506/512 Edson	10	\$ 33.63	318		No	\$ 10,694.34
SAN620D026	SN620070	SN620074	Rosebud to Ainsley	10	\$ 33.63	116	1	No	\$ 3,901.08
SAN620D028	SN620074	SN620073	Rosebud to Ainsley	10	\$ 33.63	134		No	\$ 4,506.42
Sub Total Rear Yard Lining									<b>\$ 87,152.28</b>

SAN609C088	SN609800	SN609112	Kelly CT.	8	\$ 24.97	335	13		\$ 8,364.95
SAN618A020	SN618151	SN618150	Harrison Rd. West of Fir	8	\$ 24.97	263	0		\$ 6,567.11
SAN608C089	SN608013	SN608801	Morningside Ave	15	\$ 42.29	387	4		\$ 16,366.23
SAN608C066	SN608014	SN608013	Lombard Ave	8	\$ 24.97	303	4		\$ 7,565.91
SAN608C067	SN608015	SN608013	Morningside Ave	10	\$ 27.00	252	3		\$ 6,804.00
SAN608C065	SN608016	SN608017	Stewart Ave	10	\$ 27.00	281	9		\$ 7,587.00
SAN608C063	SN608017	SN608018	Stewart Ave	10	\$ 27.00	341	11		\$ 9,207.00
SAN617A028	SN68332	SN617059	E Taylor	18	\$ 55.03	173	0		\$ 9,520.19
SAN617A046	SN617059	SN617058	E Taylor	18	\$ 55.03	59	0		\$ 3,246.77
SAN605B081	SN605112	SN605092	E PLEASANT LN	8	\$ 24.97	333	0		\$ 8,315.01
Subtotal Lining									<b>\$ 83,544.17</b>
Unit Price End Seals									
\$ 122.28							42		<b>\$ 5,135.76</b>
Unit Price Service Re-instatement									
\$ 50.95							52		<b>\$ 2,649.40</b>
<b>Total Price</b>									<b>\$ 178,481.61</b>

**VILLAGE OF LOMBARD**

**CONTRACTOR'S CERTIFICATION**

Robert J. Kilbride, having been first duly sworn <sup>affirmed</sup> and states as follows:  
(Officer or Owner of Company)

Hoehn Construction, Inc., having submitted a proposal for:  
(Name of Company)

FY 2018 Sewer Lining RM PROG 11 & 31, 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: Robert J. Kilbride  
Authorized Agent of Contractor

Subscribed and sworn to <sup>affirmed</sup>  
before me this 23  
day of March, 2018.

Rebecca C. Wiegand  
Notary Public

