

VILLAGE OF LOMBARD
CONTRACT
CONTRACT DOCUMENT NUMBER ST 17-07

This agreement is made this 6th day of October, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Thorne Electric 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:

Removal and replacement of cable, modification/repairs to three lighting controller, cleaning and rodding of conduit and traffic control all as further described within the specifications as prepared by the Village of Lombard.

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 ST 17-07 for TIF District Lighting Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Invited Contractors
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. Addendum #1 dated September 23, 2016
 - c. Addendum #2 dated September 26, 2016
 - d. The Contractor's Bid Proposal Dated: September 29, 2016
 - e. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - f. 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 substantially complete work under this contract by December 30, 2016 and have the work fully accepted by no later than January 20, 2017. 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 6th day of October 2016.

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

Thorne Electric Inc.

Individual or Partnership _____ Corporation X

Accepted this 14th day of October, 2016.

By LuAnne Thorne
By Shelly Thorne

LuAnne Thorne, President
Position/Title
Shelly Thorne, Vice President
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6th day of October, 2016.

Keith Giagnorio
Keith Giagnorio, Village President
Sharon Kuderna
Sharon Kuderna, Village Clerk

Attest:

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

Thorne Electric Inc., having submitted a proposal for:

TIF DISTRICT LIGHTING IMPROVEMENTS 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: LuAnne Thorne President
Authorized Agent of Contractor

Subscribed and sworn to
before me this 14th
day of October, 2016.

Julie Felski
Notary Public

