

# CONTRACT

## Viomp Construction

Nov. 20, 2023

1551 SHERMER RD  
 NORTHBROOK, IL, 60062  
 To: Philippine Consulate of Chicago

Date 11/20/ 2023	Re: 945 Timber Hill, Highland Park, IL 60035 Chimney Renovation and Repairs	Payment Terms and Conditions		
	Scope of Work: 1) Crown replacement to prevent water/snow intrusion and damage. 2) Flue Liner replacement-- Since the current flue liner has not been replaced over several years, the existing flue liners were broken and removed from the chimney. 3) Remove the existing gas line and cap the line and run new electric line for fireplace 4) Frame the brick wall for electric fireplace 5) Install drywall on new wall, plaster, sand, primer and paint. 6) Build the new fireplace face and paint 7) Install tiles 8) Provide and install new electric fireplace 9) Tuckpointing and power-washing in several areas of the chimney as needed. 10) Remove all debris from the work site.  15,300.00  Thank you	Pls send 30% deposit to start the project and 70% upon completion. Completion of work is about 1 week from start date, weather permitting.  Pls make check payable to VIOMP Construction  One year warranty for labor. Permits will be pulled, if any.		

ly	Description	UNIT PRICE	QUANTITY	PRICE	
				15,300.00	

Thank you for your business!

### **Procedures**

- All work will be done according to local and state regulations
- All work will be done according to signed scope of work. Any additional repairs needed will be presented as a change order for approval before executing any work
- All workers and/or supervisors have proper licensing and insurance
- Signs will be posted indicating hazardous waste removal in progress if necessary
- All debris will be removed from the property and legally disposed

### **SITE CONDITIONS.**

In the description of services, Client is responsible to disclose locations of utilities, including but not limited to electricity, gas, and water and telecommunication lines within our work area. If such hidden conditions are discovered, **VIOMP Construction** will notify the **Owner Consulate General of the Philippines** and will attempt to reach an agreement for a change order to this contract that addresses those problems.

**PAYMENT.** Payment shall be made via Check payable to **VIOMP Construction**. **Owner Consulate General of the Philippines** agrees to pay **VIOMP Construction** as follows: A deposit of 30% is due before the start of the project and 70% is due upon completion of the job, passed inspections and final walkthrough.

**TERM.** This contract will terminate automatically upon receiving the final balance due and upon completion by **VIOMP Construction** of the Services required by this Contract.

**PERMITS.** **VIOMP Construction** shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government the cost thereof shall be included as part of the payment to **VIOMP Construction** under this Contract.

**INSURANCE.** VIOMP Construction shall maintain general liability, and workers compensation insurance. Before commencing the work, VIOMP Construction shall furnish a certificate of that insurance to the property owner, Consulate General of the Philippines. VIOMP Construction shall maintain their own insurance covering the replacement cost of the improvements under this Contract in the event of loss through fire casualty, storm or other disasters, and theft of materials from the site.

**SURVEY AND TITLE.** By authorizing the Services indicated in this Contract, Owner Consulate General of the Philippines is indicating that they are the owners of the property and/or are authorized to make such changes. Owner Consulate General of the Philippines shall provide VIOMP Construction copies of any covenants, conditions, or restrictions that affect the Property.

**CHANGE ORDERS.** Owner may make changes to the scope of the work from time to time during the term of this contract. However, any such change or modification shall only be made by written "Change Order", signed by both parties.

**ACCESS.** Owner Consulate General of the Philippines will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. VIOMP Construction will make reasonable efforts to protect driveways, lawns, shrubs and other vegetation. Further, such access to the Contractor shall be subject to any restrictions that may be imposed by any housing, village or local rules and regulations.

**WARRANTY.** VIOMP Construction shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in VIOMP Construction community and region, and will provide a standard of care equal to care used by service providers similar to VIOMP Construction on similar projects. VIOMP Construction further warrants that materials to be used are of good quality. The customer is limited to the manufacturer's warranties (unless an extended warranty has been purchased) for defects in the manufacture of equipment, components and materials. All VIOMP Construction warranties are limited to the cost of labor, and exclude ordinary wear and tear or abuse by others.

**COMPLETION OF SERVICES.** Upon the completion of the work services by the VIOMP Construction. VIOMP Construction shall see to it that owner's property is restored to the condition they were in prior to the entry by VIOMP Construction and shall see to it that all portions used by the VIOMP Construction during the term of this Contract shall be clean and free of debris.

**FORCE MAJEURE.** If performance of this Contractor any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots or wars, or strikes, lockouts, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An actor omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Contract may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Illinois.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of **Owner Consulate General of the Philippines** by **Ms. Jesusa Susana V. Paez, Consul General**, and on behalf of **VIOMP Construction** by **Mr. Viorel Muresan, President** and effective as of the date first above written.

**LETTER OF ACCEPTANCE**

Owner's Consulate General of the Philippines accepts **VIOMP Construction** proposal date 7/30/2023 for work at address 945 Timber Hill Road, Highland Park IL 60035. This Letter of Acceptance, when signed by both of the below named parties, constitutes a binding contract between such parties. The terms and conditions of this contract are set out in the attached proposal and constitute the entire agreement between parties.

Proposed by: Viorel Muresan

Signature



President of **VIOMP Construction**

Accepted by:

JESUSA SUSANA V. PAEZ

Consul General

Consulate General of the Philippines

122 S. Michigan Ave. Suite 1600

Chicago IL 60603

Signature

