

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER SAN-11-01

This agreement is made this the 16 day of Sept. 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and United Septic, Inc. hereinafter referred to as the "Contractor" and its 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:

#### FY2011 SEWER TELEVISIONING AND CLEANING PROGRAM

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 SAN-11-01 for FY 2011 FY2011 SEWER TELEVISIONING AND CLEANING PROGRAM, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number SAN-11-01 - Legal Notice
    - iv) Special Provisions
    - v) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: September 1, 2010
  - 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 as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed and a Work Order from the Village and shall complete work on this project within 30 calendar days from the date of the issuance of a work order. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time 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 on 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 on 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 by William J. Mueller, Village President, and the Contractor have hereunto set their hands this the 10<sup>th</sup> day of Sept., 2010.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

United Septic Inc.  
Print Company Name

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

Accepted this the 4<sup>th</sup> day of Oct., 2010.

By Mary E. Auer  
By [Signature]

President  
Secretary  
Position/Title  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 16 day of Sept 2010.

[Signature]  
William J. Mueller, Village President

Attest: [Signature]  
Brigitte O'Brien, Village Clerk