

# VILLAGE OF LOMBARD

## FY 2010 Sewer Lateral Lining Project

This agreement is made this 15<sup>th</sup> day of April, 2010, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Performance Pipelining, Inc. hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

Provide labor, equipment and materials for sewer lateral lining for a total contact amount of \$60,000, in an amount not to exceed \$30,000 prior to May 31, 2010 and in an amount not to exceed \$30,000 between June 1, 2010 and May 31, 2011.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Request for Proposal for Sewer Lateral Lining, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Solicitation Letter
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions
    - vi) Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated April 5, 2010
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract, in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.

5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. Time is of the essence of this Contract and Contractor agrees to achieve completion of the work order within the Contract time by all proper and appropriate means including working overtime without additional compensation.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 15<sup>th</sup> day of April, 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 here:

Accepted this 14<sup>th</sup> day of April, 2010

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

William J. Mueller VP of Operations  
By Position/Title

\_\_\_\_\_  
By Position/Title

Performance Pipelining, Inc.  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15<sup>th</sup> day of April, 2010.

William J. Mueller  
William J. Mueller  
Village President

Attest:

Brigitte O'Brien Deputy  
Brigitte O'Brien  
Village Clerk