

**VILLAGE OF LOMBARD  
BID PROPOSAL**

**VILLAGE OF LOMBARD**

Contract for

CONTRACT DOCUMENT NUMBER PWO-20-17A

This agreement is made this 19<sup>th</sup> day of December, 2019 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Beary Landscape Management) hereinafter 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:

<b>Annual Grass &amp; Weed Mowing Lump Sum (First Year)</b>	\$ <u>71,100.00</u>
<b>Annual Lilac Parade Route Mowing Option (First Year)</b>	\$ _____

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. PWO-20-17A for Grass & Weed Mowing, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO-20-17A - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated November 21, 2019

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 the total sum of \$ 71,100.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project as scheduled. 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.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. 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. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
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.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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 3 day of January 2020.

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

By [Signature] UD [Signature]  
Position/Title

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

Bayer LANDSCAPE MANAGEMENT  
Print Company Name

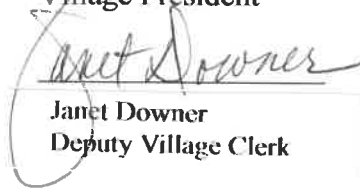
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19<sup>th</sup> day of December, 2019.



Keith Giagnorio  
Village President

Attest:



Janet Downer  
Deputy Village Clerk

Approved contents of contractual documents:

\_\_\_\_\_  
Thomas P. Bayer  
Village Attorney

\_\_\_\_\_  
Date

## **EXHIBIT E**

**VILLAGE OF LOMBARD  
255 E WILSON AVE  
LOMBARD, IL 60148**

### **ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability  
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.