



**Village of Lombard**  
**Contract**  
**Sanitary Sewer Lining Program (FY 24)**

Contract Document Number: RM PROG 11

This agreement is made this 15th day of February 2024, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Performance Pipelining (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 outlined in the Request for Proposal:

Performance Work Statement, Cleaning and Televising -Sanitary 8", 10" & 15", Heavy Cleaning Sanitary 8", 10" & 15", Sanitary Sewer Lining 8", 10" & 15" Reinstatement of Service Connections, Post Lining Televising 8", 10", & 15" and Maintenance Of Traffic in quantities as stated in the proposal schedule for a total cost of \$87,676.00

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 RM PROG 11 (FY 24) for the Sanitary Sewer Lining Program (FY 24), consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
    - v) Appendices A- F
  - b. The Contractor's Proposal Dated: February 5, 2024
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Persons and Entities Subject to Disqualification
  - e. Proposer's Certification Form
  - e. Anti-Collusion Affidavit
  - f. Conflict Of Interest
  - g. Tax Compliance Affidavit
  - h. Subcontractor Identification
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown in the Contractor's 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 complete all work under this Contract by December 13, 2024. Time is of the essence regarding 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.

- Under the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before 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.
- 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 15<sup>th</sup> day of February 2024.

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

Performance Pipelining  
Print Company Name

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

Accepted this 15<sup>th</sup> day of February, 2024.

By [Signature] Position/Title Chad Wilson, CEO

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of February 2024.

[Signature]  
Keith Giagnorio, Village President

Attest: [Signature]  
Liz Breznanski, Village Clerk