

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER PES-04-12

This agreement is made this 4th day of November, 2004, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Pezza Landscaping 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:

The project is officially known as "SEAT WALL FOR THE HAMMERSCHMIDT COMMUTER PARKING LOT". The base bid for the project will include the installation of 70 lineal feet of seat wall and landscape restoration, for a total contract award amount of \$21,900.00.

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 Letter Dated October 12, 2004 for - **SEAT WALL FOR THE HAMMERSCHMIDT COMMUTER PARKING LOT CONSTRUCTION & LANDSCAPING** , consisting of the following:
 - i) Cover Sheet
 - ii) Plans and Specifications
 - b. The Contractor's Proposal Dated October 14, 2004.
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 from the Village and shall substantially complete work on this project by December 17, 2004. 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. 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.

6. 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.
7. 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 4th day of November, 2004.

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 ___ day of _____, 20__.

Individual or Partnership _____ Corporation _____

_____ Print Company Name

By _____ Position/Title

By _____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 20__.

 William J. Mueller, Village President

Attest:

 Barbara A. Johnson, Acting Village Clerk