

**VILLAGE OF LOMBARD
CONTRACT**

CONTRACT DOCUMENT NUMBER RFB #2016-102

This agreement is made this 10 day of May, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and PIPE-VIEW LLC (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 set forth in the Contract Documents:

Sanitary and Storm Sewer Cleaning and Closed Circuit Televising (CCTV) Inspection, approx. 11,120 LF, of mains varying from 8"- 72" in diameter. Flushing, (no camera) approx. 28,500 LF of mains varying from 15" – 108".

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - b. Contract Document Number RFB # 2016-102 for 2016 Sanitary and Storm Sewer Cleaning and CCTV Inspection, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RFB # 2016-102 - Legal Notice
 - iv) Schedule of Prices (Village of Lombard)
 - v) General Terms and Conditions
 - vi) Labor Statutes
 - vii) 2016 Municipal Partnering Initiative Summary of Work
 - viii) Project Special Provisions
 - ix) Addendum # 1
 - x) Appendix A – Additional Government Agency – specific information
 - xi) Appendix B – Documents Returned with Bid Submission
 - Performance Reference Form
 - Disqualification of Certain Bidders Form
 - Bidder's Certification Form
 - Anti - Collusion Affidavit and Contractors' Certification Form
 - Conflict of Interest Form
 - Tax Compliance Affidavit Form
 - Sub – Contractor Information Form
 - National Security/USA Patriot Act
 - xii) Appendix C – Project Locations
 - b. The Contractor's Bid Proposal Dated: 4/6/16
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
2. The Village of Lombard agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid 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 work under this contract on or before September 15, 2016. Time is of the essence in regard to 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.

Legistar #160164

- 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to 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.
- 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, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 10 day of May 2016.

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

Pipe-View LLC

Print Company Name

Individual or Partnership _____ Corporation

Accepted this 10 day of May, 2016.

By:	<u>Nick Zarantonello</u>	<u>President</u>
Sign Name		Position/Title
	<u>Nick Zarantonello</u>	<u>President</u>
	Print Name	Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of April, 2016.

[Signature]
Keith Giagnorio, Village President

[Signature]
Sharon Kuderna, Village Clerk

Attest: