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PROPOSAL NO. 15-0406E

April 27, 2015

Village of Lombard
Mr. Ray Schwab
255 E. Wilson Ave
Lombard, IL 60148
(630) 620-5740 / schwabr@villageoflombard.org

RE: Terrace View Pond - Pond Maintenance (COMBINED)

#	DESCRIPTION OF WORK/ POTENTIAL TASKS	UNIT	# OF UNITS	UNIT COST	COST
1a	Woody Clearing (Full ENCAP, Inc. Crew)*	LS	1	\$4,000.00	\$4,000.00
1b	Woody Clearing (ENCAP, Inc. Supervisor with 4 man Village Crew)	LS	1	\$1,850.00	\$1,850.00
2a	Spot Mowing/Herbicide Application Visits (Full ENCAP, Inc. Crew)*	EA	3	\$1,200.00	\$3,600.00
2b	Spot Mowing/Herbicide Application Visits (ENCAP, Inc. supervisor with 4 man Village Crew)	EA	3	\$700.00	\$2,100.00
3a	Public Relations for Residents/Meetings (ENCAP, Inc. supplied)*	LS	1	\$2,800.00	\$2,800.00
3b	Public Relations for Residents/Meetings (ENCAP, Inc. assisted)	LS	1	\$1,375.00	\$1,375.00
4a	Fall 2015 Prescribed Burn (Full ENCAP Crew)*	Each	1	\$2,900.00	\$2,900.00
4b	Fall 2015 Prescribed Burn (ENCAP, Inc. Supervisor with 5 man Village Crew)	Each	1	\$1,000.00	\$1,000.00

***Prices include herbicide, application equipment, and/or other materials as necessary.**

Prices do not reflect IL prevailing wages. Burn includes obtaining local and state permits and notifications for adjacent residents. If Village conducts the burn, Village Insurance coverage is required.

Payment Agreement

Village of Lombard, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

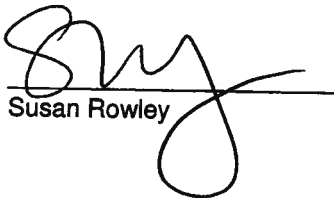
If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: Village of Lombard


Susan Rowley

5/19/15
Date


Authorized Rep.

5.7-15
Date