

VILLAGE OF LOMBARD

Sewer Lateral Lining Project

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AUG 14 2007

This agreement is made this 9th day of August, 2007, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Performance Pipelining, 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:

Provide labor, equipment and materials for sewer lateral lining in an amount not to exceed \$30,000

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 for Sewer Lateral Lining, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Solicitation Letter
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions
 - vi) Proposal Form
 - vii) Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated July 24, 2007
 - c. Required 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, in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.

5. 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.
6. Time is of the essence of this Contract and Contractor agrees to achieve completion of the work order within the Contract time by all proper and appropriate means including working overtime without additional compensation.
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.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 9th day of August, 2007.

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 10th day of August, 2007.

Individual or Partnership _____ Corporation ✓

Shawn M. Flanery President
By Position/Title

Shelley Parrott Exec. Vice President
By Position/Title

Performance Pipelining, Inc.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 9th day of August, 2007.

William J. Mueller
William J. Mueller
Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien
Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

Shawn M Flanery, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Performance Pipelining, Inc., having submitted a proposal for:
(Name of Company)

Sewer Lateral Lining Project to the Village of Lombard, hereby certifies that said CONTRACTOR:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all employee drivers
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: Shawn M. Flanery President
Authorized Agent of CONTRACTOR

Subscribed and sworn to
before me this 10th
day of August, 2007.

Shelly K Parrott
Notary Public

