

VILLAGE OF LOMBARD

(Contract for Goods and Installation Services)

CONTRACT DOCUMENT NUMBER PWO – 0817M (modified)

This agreement is made this 21 day of June, 2007 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Green Horizons, Inc. hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, 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:

FY 2008 Landscape Maintenance Contract, beginning 1 July 2007 and ending 31 May 2008.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and contract document no. PWO-0817M (Modified) for Landscape Maintenance, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Proposal on Contract Document No. _____ - Legal Notice (Not Applicable)
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Proposal Dated May 30, 2007.
 - c. Required Performance and Payment Bonds and 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 the total sum of \$76,780.00 paid 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. The Contractor shall deliver the services under this contract by 1 July 2007, and shall complete the services by 31 May 2008. 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.
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 21 day of June, 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 7th day of JUNE, 2007

Individual or Partnership _____ Corporation X

GREEN HORIZON, INC.
EDWARD WALENDY

