VILLAGE OF LOMBARD

Contract for FY 2016 Water & Sewer Station Arc Flash Project

This agreement is made this 3rd day of March 2016, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and <u>Lewellyn Technology</u>, <u>LLC</u> of Indianapolis, IN hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

FY 2016 Water & Sewer Station Arc Flash Project in an amount not to exceed \$51,278.00

- 1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Proposal dated February 8, 2016
 - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$51,278.00 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 delivery of the goods to the Village and acceptance of the goods by the Village.
- 4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their quotation after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 3rd day of March 2016.

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 mech _____, 2016

Individual or Partnership _____ Corporation ____

By Position/Title