

VILLAGE OF LOMBARD

Total Landscape Restoration

CONTRACT DOCUMENT NUMBER PWO 1117A

This agreement is made this 20th day of May, 2010, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (The TLC Group, LTD.) 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 perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Sod Work – Prevailing Wages @ \$5.80 per sq. yd.
Sod Work – Non - Prevailing Wages @ \$5.25 per sq. yd.
Dirt & Seed Work – Prevailing Wages @ \$5.25 per sq. yd.
Dirt & Seed Work – Non - Prevailing Wages @ \$3.50 per sq. yd.

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 1117A for Total Landscape Restoration, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO 1117A - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated May 8, 2011
 - 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 services which are the subject matter of this Contract the total sum of

\$ 70,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. 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 20th day of May, 2011.

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 _____, 20__.

Individual or Partnership _____ Corporation _____

By _____ Position/Title _____

By _____ Position/Title _____

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20 day of May, 2010



William J. Mueller
Village President

Attest:



Brigitte O'Brien