

VILLAGE OF LOMBARD

CONTRACT DOCUMENT

Highland Estates & Prairie LaLonde Lift Station Improvements Generator & Control Panel Installation

This agreement is made this 7th day of March, 2013, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (_____) 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:

Labor and material to install control panels, generators and associated electrical conduit/wiring at the Highland Estates and Prairie LaLonde Lift Stations in an amount not to exceed \$85,100.00

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 December 28, 2012 Lift Station Improvements -- Highland Estates
 - b. The Contractor's Proposal Dated December 28, 2012 Lift Station Improvements -- Prairie & LaLonde
 - c. Exhibit "A": Insurance, Indemnification, Venue, Other Contractor Responsibilities
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 \$85,100.00 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 goods under this Contract by July 15, 2013, and shall complete installation by August 30, 2013. 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 Ware, Acting Village President, and the Contractor have hereunto set their hands this 7th day of March, 2013.

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

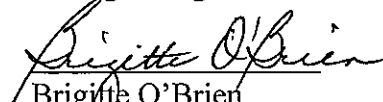
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7th day of March, 2013.


William Ware
Acting Village President

Attest:


Brigitte O'Brien
Village Clerk

OKEH ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

825 University Drive

Arlington Heights, Illinois 60004

P (847) 577-7744

F (847) 577-7764

December 28, 2012

Mr. Tom Ryan
Village of Lombard
Dept. of Public Works
1051 S. Hammerschmidt
Lombard, IL 60148

RE: LIFT STATION IMPROVEMENTS – HIGHLAND ESTATES

Tom following is our proposal per site meeting, inclusions and exclusions.

5 HIGHLAND ESTATES

Includes

1. Electrical demolition.
2. Temporary wiring as necessary to keep the station operational.
3. Support and reuse the 277/480 3PH 4W 100A meter fitting.
4. Install, feed and terminate Owner supplied: Main circuit breaker, Control Panel, Automatic transfer switch, Pull box, Pump, float and transducer cables and Generator.
5. Feed and terminate sump pump and flow meter.
6. Furnish and install Owner supplied Main circuit breaker, ATS, Generator, Junction box, Floats and Transducer.
7. Coring and patching.
8. Stainless kellem grips on pump cables in wet well.
9. Stainless steel anchors in wet well and to anchor Generator and Pump Control Panel.
10. Ground grid.
11. Existing Light Pole - Remove, reinstall and reefed in new location.
12. All underground conduit to be PVC coated RGS, exposed conduit to be RGS, all wire to be XHHW CU and all flexible connections to be seal tight.
13. Apply for Electric permit.

Page 2

RE: LIFT STATION IMPROVEMENTS – HIGHLAND ESTATES

Excludes

1. Sales tax, Performance bond, Utility charges, Permit fees & premium time.
2. Trench, backfill, spoils removal ad surface restoration.
3. Main breaker, control panel, ATS, pull box at wet well, pumps, floats, transducer, sump pump, generator, intrusion switches, flow meter and light pole.
4. Concrete work.

TOTAL.....\$ 34,700.00

Alternate A

Furnish and install new meter fitting and conduit stub for Com Ed.....ADD \$1,000.00

Sincerely,
Okeh Electric Company

Peter Zack

OKEH ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

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December 28, 2012

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1051 S. Hammerschmidt
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RE: LIFT STATION IMPROVEMENTS - PRAIRIE & LALONDE

Tom following is our proposal per site meeting, inclusions and exclusions.

4 PRAIRIE & LALONDE

Includes

1. Electrical demolition.
2. Temporary wiring as necessary to keep the station operational.
3. Furnish and install new 120/240 3PH 4W 200A meter fitting.
4. Relocate and reuse the existing Pump Control Panel.
5. Install Owner supplied: Main circuit breaker, Automatic transfer switch, Pull box, Pump, float and transducer cables and Generator.
6. Furnish and install 1 - 2 1/2" PVC coated RGS conduit and 4 - 3/0 XHHW cables from the new meter fitting to the existing Com Ed pole along Prairie Street.
7. Furnish and install Owner supplied Main circuit breaker, ATS, Generator, Junction box, Floats and Transducer.
8. Coring and patching.
9. Stainless kellem grips on pump cables in wet well.
10. Stainless steel anchors in wet well and to anchor Generator and Pump Control Panel.
11. Ground grid.
12. All underground conduit to be PVC coated RGS, exposed conduit to be RGS, all wire to be XHHW CU and all flexible connections to be seal tight.
13. Apply for Electric permit.

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RE: LIFT STATION IMPROVEMENTS - PRAIRIE & LALONDE (cont)

Excludes

1. Sales tax, Performance bond, Utility charges, Permit fees & premium time.
2. Trench, backfill, spoils removal ad surface restoration.
3. Main breaker, control panel, ATS, pull box at wet well, pumps, floats, transducer, sump pump, generator, intrusion switches and flow meter.
4. Concrete work.

Total.....\$ 49,400.00

Sincerely,
Okeh Electric Company

Peter Zack

CONTRACT FOR HIGHLAND ESTATES & PRAIRIE LALONDE LIFT STATION IMPROVEMENTS
GENERATOR & CONTROL PANEL INSTALLATION

EXHIBIT "A"

INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
 4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
 5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

CONTRACT FOR HIGHLAND ESTATES & PRAIRIE LALONDE LIFT STATION IMPROVEMENTS
GENERATOR & CONTROL PANEL INSTALLATION
EXHIBIT "A" (CON'T)

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

OTHER CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.

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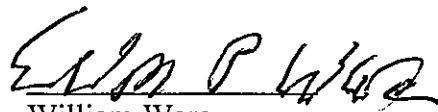
By _____ Position/Title

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Print Company Name

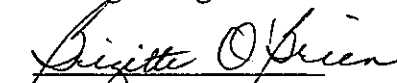
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Brigitte O'Brien
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Village of Lombard
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1051 S. Hammerschmidt
Lombard, IL 60148

RE: LIFT STATION IMPROVEMENTS – HIGHLAND ESTATES

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TOTAL.....\$ 34,700.00

Alternate A

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Peter Zack

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Total.....\$ 49,400.00

Sincerely,
Okeh Electric Company

Peter Zack

CONTRACT FOR HIGHLAND ESTATES & PRAIRIE LA LONDE LIFT STATION IMPROVEMENTS
GENERATOR & CONTROL PANEL INSTALLATION

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CONTRACT FOR HIGHLAND ESTATES & PRAIRIE LALONDE LIFT STATION IMPROVEMENTS
GENERATOR & CONTROL PANEL INSTALLATION
EXHIBIT "A" (CON'T)

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INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

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