

VILLAGE OF LOMBARD

Sidewalk Snow and Ice Removal

CONTRACT DOCUMENT NUMBER PWO-1116

This agreement is made this 18th day of November, 2010 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Beverly Snow & Ice, Inc.) 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:

Snow & Ice Removal from Various Sidewalks throughout the Village according to the list and map included in the bid document. This work will be performed at a cost of \$48.00 per man hour not to exceed \$30,970. This will be paid on a per event invoice. De-icing material will be provided to the contractor for use on the listed sidewalks.

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-1116 for Snow & Ice Removal on Various Sidewalks, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWO-1116 - 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 November 7, 2010
 - 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 \$ 30,970 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 18th day of November, 2010.

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 21 day of November, 2010

Individual or Partnership _____ Corporation

Jane Estro _____ President
By Position/Title

By _____ Position/Title

Beverly Snow & Ice
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of November 2010

William J. Mueller
William J. Mueller
Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien
Village Clerk