## VILLAGE OF LOMBARD

## CONTRACT DOCUMENT NUMBER <u>FM15-04</u> Surveillance and Access Control System

This agreement is made this 17 day of May , 2018, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Imperial Surveillance) 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 perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

## Surveillance and Access Control Contract FM 15-04

- 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. <u>FM 15-04</u>
     for Video Surveillance and access control project, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. N/A 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 4, 2018
  - 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 \$\frac{301,125.12}{200} \text{ paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
- 3. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
- 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 120\_calendar days from the date of the Notice to Proceed. 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.
- 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
- 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 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 Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this <u>17</u> day of <u>Mayl</u>, 2018.

Accepted this 17 day of	May	_, <u>2018.</u>			
Individual or Partnership	Corporation	$\times$			
2:33	Presdent	-	<u>.</u>		
Ву	Posi	tion/Title			
	Des	4: a.v. /T:41 a	-		
Ву	Posi	ition/Title			
Imperial Surveillance					
Print Company Name					
Time Company Name					
THE VILLAGE OF LOME	BARD, ILLINOIS				
Accepted this 17 day of	<u>May</u> , 2018.		7	,	
		3	di	15	-
		Keith (	Giagnorio		
			e President		
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	Attest:	Nh	eno of	Si ele an	
	Allest.	Shar	on Kuderi	June -	-
			on kuderi Clerk	ıa	
		V 1112 (7)	- LIPTK		

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:

## VILLAGE OF LOMBARD

Surveillance and access control system

CONTRACT DOCUMENT NUMBER PWO-1504	J4
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CONTRACT DOCUMENT NUMBER PWO-1504						
This agreement is made this 17 day of May, 2018 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Line Surveillance 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 and Ice Removal for areas indicated by map in contract documents						
<ol> <li>This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:</li> </ol>						
Specification and Contract Document no. <u>PWO-1504</u> for <u>Surveillance and Access Control System</u> , consisting of the following:						
i) Cover Sheet						
ii) Table of Contents						
iii) General Terms, Conditions and Instructions						
iv) Specific Terms, Conditions and Instructions and Blue Prints						
v) Bid Proposal Form						
vi) Plans and Specifications and Specification Deviation Form						
b. The Contractor's Proposal Dated						
c. Required Performance and Payment Bonds and Certificate of Insurance						

The Village agrees to pay, and the Contractor agrees to accept as full payment for the services 2. which are the subject matter of this Contract the total sum of the submitted and approved invoice for services requested, paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

Contract Document Number PWO-1504 Surveillance and access control system Page 31

- 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.

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 thisday of Mry, 2018.						
Individual or Partnership _						
By By	Presition/Title					
By	Position/Title					
Print Company Name						
THE VILLAGE OF LOMBARD, ILLINOIS						
Accepted this 17th day of May, 2018.						

Attest:

Sharon Kuderna Village Clerk

Keith Giagnorio Village President