

VILLAGE OF LOMBARD
CONTRACT
Ambulance Billing Services

THIS CONTRACT, made this 5th day of November, 2014, by and between the VILLAGE OF LOMBARD (hereinafter called the "Village") a Municipal Corporation acting through its President, and Board of Trustees, and Andres Medical Billing, Ltd., hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Village has heretofore solicited Proposals for all the work and services and for the doing of all things included within the hereinafter specified service, and the Village of Lombard did award the Contractor a contract for said services:

NOW THEREFORE, for and in consideration of their mutual promises, covenant undertaking and Contract, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

Contractor agrees, at its own cost and expense, to do all work and to furnish all the labor, materials, equipment and other property to do, construct, install, and complete all the works and services included, all in full accordance with and in compliance with and as required by the hereinafter specified Specifications and Contract Documents for said works and services, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein mentioned include all of the Contract Documents, including but not limited to the following:

1. Village of Lombard Ambulance Billing Proposal Specifications
2. The General Conditions of the Contract
3. The Contract
4. The Specifications
5. Public Contract Statements
6. Schedule of Prices
7. Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
8. Any and all other documents or papers included or referred to in the foregoing documents all of which documents are on file in the Office of the Village Clerk, 255 E. Wilson Ave., Lombard, Illinois, all said documents being hereby incorporated herein and made a part herein by reference the same as if set forth herein.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit price as set forth in the Schedule of Prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in the Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the Village, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Specifications and Contract Documents and the requirements of the Village Fire Chief.

ARTICLE IV – CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part which follows it numerically except as may be otherwise specifically stated applies. Said component parts are the following:

1. General Conditions of Contract
2. Proposal Documents and Specifications
3. Schedule of Prices
4. The Contract

This Contract is intended to conform in all respects to applicable statutes of the State in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V

The Village agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove mentioned, according to the terms and conditions hereinabove contained or referred to, for the prices aforementioned, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Specifications and Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI – MISCELLANEOUS PROVISIONS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lombard.

B. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

C. Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

VILLAGE OF LOMBARD CONTRACT

Ambulance Billing Services

Andres Medical Billing, Ltd.

CONTRACTOR

Pat Mannix

Pat Mannix

BY

Owner/CEO

TITLE

ATTEST:

Sharon Kuderna

BY Sharon Kuderna

Village Clerk

TITLE

THE VILLAGE OF LOMBARD

Scott Michale

VILLAGE MANAGER