

## VILLAGE OF LOMBARD

### Sewer Root Control Program FY 2015

This agreement is made 7<sup>th</sup> day of May, 2015 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Duke's Root Control of Syracuse, NY 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:

Provide labor, equipment, and materials for Sewer Root Control in an amount not to exceed \$50,000

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 Bid Proposal Dated April 17, 2015.
  - 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 an amount not to exceed \$50,000 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 Keith T. Giagnoria, Village President, and the Contractor have hereunto set their hands this 7<sup>th</sup> day of May, 2015.

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 \_\_\_\_\_

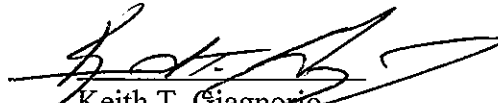
\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

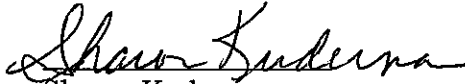
\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of May, 2015.

  
Keith T. Giagnoria  
Village President

Attest:

  
Sharon Kuderna  
Village Clerk

**EXHIBIT A**  
**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the \_\_\_\_\_ for \_\_\_\_\_,  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for \_\_\_\_\_,  
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105(A) (4);
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382, and that \_\_\_\_\_ (Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

## **EXHIBIT B**

### **ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.