

## VILLAGE OF LOMBARD

### PIPE GALLERY AND CONCRETE REHABILITATION PROJECT

CONTRACT DOCUMENT NUMBER WA 26 04

This agreement is made this 1<sup>st</sup> day of October 2020, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Utility Service Co., 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 provide asset management and tank maintenance/rehabilitation services and the Village agrees to pay for the following described items as set forth in the Contract Documents:

North Avenue Standpipe Rehabilitation Project  
in an amount not to exceed \$2,500.00 for Year 1

1. This Contract shall embrace and include all the applicable Contract Documents listed below as if attached hereto or repeated herein. Each September, the Board of Trustees will take executive action to approve each payment in the respective year it is due. This agreement and payments are subject to available funding.
  - a. The Contractor's Proposal dated August 8, 2020
    - a. Year 1: \$2,500.00
    - b. Year 2: \$2,500.00
    - c. Year 3: \$2,500.00
    - d. Year 4: \$265,003.00 – Tank Rehabilitation (2024)
    - e. Year 5: \$265,003.00
    - f. Year 6: \$265,003.00
    - g. Year 7: \$48,220.00
    - h. Year 8: \$49,927.00
    - i. Year 9: \$51,694.00
    - j. Year 10: \$53,524.00
    - k. Year 11: \$55,419.00
    - l. Year 12: \$57,381.00
    - m. Year 13: \$59,412.00
    - n. Year 14: \$61,515.00
    - o. Year 15: \$63,693.00
    - p. Year 16: TBD
    - q. Year 17: TBD
    - r. Year 18: TBD – Tank Rehabilitation (2038)

b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities

- 2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of ~~\$351,300.00~~ <sup>\$2,500.00</sup> 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 delivery of the goods to the Village and acceptance of the goods by the Village.
- 4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their proposal after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 1<sup>st</sup> day of October 2020.

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 9<sup>th</sup> day of October, 2020

Individual or Partnership \_\_\_\_\_ Corporation X

By [Signature] \_\_\_\_\_ Secretary \_\_\_\_\_  
Position/Title

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

Utility Service Co., Inc. \_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1<sup>st</sup> day of October 2020.

  
Keith T. Giagnorio  
Village President

Attest:

  
Sharon Kuderna  
Village Clerk

VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION

J. Shane Albritten, having been first duly sworn, depose and states as follows:

I (Officer or Owner of Company)  
am the Secretary for  
Utility Service Co., Inc.  
(Title) (Name of Company)

(the "Contractor"), which has submitted a proposal for North Avenue Standpipe Rehabilitation 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

all employee drivers  
(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: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 9th  
day of October, 2020.

Notary Public Diana N. Riner

