

# VILLAGE OF LOMBARD

## Sewer Root Control Program FY 2018

This agreement is made this 19<sup>th</sup> day of July, 2018, 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 sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Provide labor, equipment, and materials for Sewer Root Control in an amount not to exceed  
\$40,000

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 Proposal dated April 3, 2018.
  - 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 amount not to exceed \$40,000.00 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 quotation after the Notice to Proceed has been delivered. Time is of the essence of this Contract.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. The Contractor shall deliver the goods under this Contract by December 31, 2018.
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 Village Manager, and the Contractor have hereunto set their hands this 19<sup>th</sup> day of July, 2018.

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 X

Bradley R. Boyko vice President  
By Bradley R. Boyko Position/Title

Constance Wagniak Secretary  
By Constance Wagniak Position/Title

Duke's Root Control, inc  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19<sup>th</sup> day of July, 2018.

Keith Giagnorio  
Keith Giagnorio  
Village President

Attest:

Sharon Kuderna  
Sharon Kuderna  
Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

Braden L. Boyko, having been first duly sworn, depose and states as follows:

I am the vice presiden (Officer or Owner of Company) for Duke's Root Control, inc (Title) (Name of Company)

(the "Contractor"), which has submitted a proposal for 2016 SCADA Control Room Redesign 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: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to before me this 31<sup>st</sup> day of July, 2018.

Notary Public [Signature: Sonya Jones (Battilana)]

SONYAL JONES  
Notary Public, State of New York  
Qualified in Onondaga County  
No. 01JO6022423  
Commission Expires March 29, 2019