### VILLAGE OF LOMBARD

### EMERGENCY STORM SEWER REPAIR – HICKORY/FINELY

This agreement is made this 20<sup>th</sup> day of April 2023 by and between, and shall be binding upon, the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as (the "Village") and Martam Construction Inc. of Elgin, IL 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 sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

Provide labor, equipment and materials for the emergency repair of the 30" Storm Sewer on Hickory St. and Finley Rd. in an amount not to exceed \$88,200

- 1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Request for Proposal for 30" Storm Sewer Repair Hickory Street / Finley Road consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Solicitation Letter
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions
    - vi) Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Proposal Dated April 12, 2023
  - c. Documentation of honoring schedule of pricing
  - d. Required 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, 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 installation and acceptance of the goods by the Village.
- 4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
- 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. Time is of the essence of this Contract and Contractor agrees to achieve completion of the work order within the Contract time by all proper and appropriate means including working overtime without additional compensation.
- 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 20<sup>th</sup> day of April 2023. 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 20 day of A	pul , 20 <u>23</u> .
Individual or Partnership _	Corporation
	President
Ву	Position/Title
By	Position/Title
Martan Construction	\
Print Company Name	ar ye

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20th day of April 2023

Keith Giagnorio
Village President

Attest:

Elizabeth Brezinsk Village Clerk

## VILLAGE OF LOMBARD

### **CONTRACTOR'S CERTIFICATION**

	Kobert	(Officer or Owner of Company)	, having been first duly sworn depose and states as follows:
-	Martar		, having submitted a proposal for:
FY	2015 Sewe	er Lateral Lining Project to the	Village of Lombard hereby certifies that said CONTRACTOR:
1.	has a writ	ten sexual harassment policy in	n place in full compliance with 775 ILCS 5/2-105(A) (4).
2.	a	a. it is contesting its liability established by the approve	ment with the Department of Revenue for payment of all taxes due
3.		compliance with the Federal Hi Jse and Testing, 49 CFR Parts	ighway Administration Rules on Controlled Substances and 40 and 382 and that
is/a	drivers") are currently	y participating in a drug and ald	By:  Authorized Agent of CONTRACTOR
	oscribed and ore me this of April		
Not	tary Public	hiskerick	
N My	Karo OTARY Pusi	FICIAL SEAL en Linkevich LIC, STATE OF ILLINOIS en Expires Dec 22, 2023	



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	g			
PRODUCER	4 a al	CONTACT NAME: CSU Construction		
HUB International Midwest Limi 1411 Opus Place, Suite 450		PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No):		
Downers Grove IL 60515		ADDRESS: CSUConstruction@hubinternational.com		
		INSURER(S) AFFORDING COVERAGE	NAIC#	
		INSURER A: Travelers Property Casualty Company of America	25674	
Martam Construction, Inc	MARTCON-09	INSURER B : Arch Insurance Company	11150	
1200 Gasket Drive		INSURER C: Starr Indemnity and Liability	38318	
Elgin IL 60120		INSURER D : Allied World Assurance Co Inc	19489	
	l l	INSURER E:		
		INSURER F :		
COVERAGES	CERTIFICATE NUMBER: 1940195940	DEVICION NUMBER		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SURVIVANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

SR R	TYPE OF INSURANCE	ADDL S INSD V		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
3	X COMMERCIAL GENERAL LIABILITY	Y		ZAGLB92428	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
- 1	CLAIMS-MADE X OCCUR				+		PREMISES (Ea occurrence)	\$ 300,000
-	X Contractual Liab						MED EXP (Any one person)	\$ 10,000
-	X XCU Cov Included						PERSONAL & ADV INJURY	\$ 1,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
-	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
4	OTHER:							\$
1	AUTOMOBILE LIABILITY			ZACAT92705	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
ŀ	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
1								\$
ļ	X UMBRELLA LIAB X OCCUR			CUP-4S63761A	10/1/2022	10/1/2023	EACH OCCURRENCE	\$ 10,000,000
ŀ	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
1	DED X RETENTION \$ 10,000						*FOLLOWS FORM*	\$
	NORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			ZAWCI94468	10/1/2022	10/1/2023	X PER OTH- STATUTE ER	
	NYPROPRIETOR/PARTNER/EXECUTIVE -	N/A			1		E.L. EACH ACCIDENT	\$ 1,000,000
b	Mandatory in NH) f yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
4	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
1	Excess Liability (15x10) Pollution Liability Professional Liability		- 1	10005854832 0312-8777 0312-8777	10/1/2022 10/1/2022 10/1/2022	10/1/2023 10/1/2023 10/1/2023	Occurrence/Aggregate occurence/aggregate claim/aggregate	\$15,000,000 5M/5M 5M/5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Emergency Storm Sewer Repair - Hickory/Finley Rd

Village of Lombard is included as an additional insured under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION			
Village of Lombard 255 E. Wilson Ave	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Lombard IL 60148	Authorized Representative  Lui K-Hugher			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s)			
Or Organization(s)	Location(s) Of Covered Operations		
AS AGREED PER WRITTEN CONTRACT			
OR WRITTEN AGREEMENT			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement, or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT	
OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not sho	own above, will be shown in the Declarations
The second secon	omi above, will be shown in the beclarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard". However:
  - 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:** 
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.