



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 50 (FY 24)

This agreement is made this 7th day of MARCH 2024, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Sewertech LLC (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, 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 outlined in the Contract Documents:

Contract quantities and the associated unit prices within the bid proposal for CCTV Inspection - Sanitary (6" - 12", 15" & 21"), Storm (10"-12", 21" & 27") Heavy Cleaning - Sanitary (6" - 12", 15" & 21"), Heavy Cleaning Storm (10"-12", 21" & 27") Sewer Condition Evaluation (6" - 12", 15", 21" - 27") and Maintenance of Traffic for a total of \$86,541.50,

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number RM PROG 50 (FY 24) for Sanitary Sewer Closed Circuit Television (CCTV) Inspection and Cleaning, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 50 (FY 24)
 - iv) General Terms & Conditions
 - v) Labor Statutes, Records, and Rates Construction Contracts
 - vi) Special Provisions
 - vii) Appendix A (Summary of Quantities)
 - viii) Appendix B (Documents to be Submitted with Bid)
 - ix) Appendix C (Sample Data Forms)
 - x) Appendix D (Project Maps)
 - b. The Contractor's Bid Proposal Dated: February 27, 2024
 - c. Required Performance, Payment, Maintenance Bonds, and Certificate(s) of Insurance
 - d. Executed Bid Proposal Form
 - e. Executed Performance Reference Form
 - f. Executed Persons and Entities Subject to Disqualification
 - g. Executed Bidder's Certification Form
 - h. Executed Anti-Collusion Affidavit
 - i. Executed Conflict of Interest
 - j. Executed Tax Compliance Affidavit
 - k. Executed Sub-Contractor Information
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. All televising, cleaning, and agreement to final contract quantities must be completed by October 31st of each year (Substantial Completion Date). All videos and deliverables must be submitted by no later than November 15th of each year (Final Completion Date). Sewers marked as a priority (per Appendix A) must have videos and all associated required submittals delivered by August 1st (Assignment Completion Date) of each year. Time is of the essence regarding this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.

4. According to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due to each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 7th day of March 2024.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Sewertech LLC

Individual or Partnership X Corporation _____

Accepted this 2ND day of APRIL, 2024.

By <u>Jakub Kano</u>	<u>PARTNER</u>
	Position/Title
By <u>Karal Nasuto</u>	<u>PARTNER</u>
	Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7th day of March 2024.

Keith Giagnorio
Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski
Elizabeth Brezinski, Village Clerk