

VILLAGE OF LOMBARD

Sewer Root Control Project

This agreement is made this 9th day of August, 2007, 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 Inc. 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 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. Request for Proposal for Sewer Root Control, 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) Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated July 25, 2007
 - 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 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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this 9th day of August, 2007.

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 2nd day of August, 2007.

Individual or Partnership _____ Corporation X


 Vice President
By: **William J. Anderson** Position/Title

By Position/Title


Duke's Root Control, Inc.
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 9th day of August, 2007.


William J. Mueller
Village President

Attest:


Brigitte O'Brien
Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

William J. Anderson, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)


Duke's Root Control, Inc., having submitted a proposal for:
(Name of Company)

Sewer Root Control Project to the Village of Lombard, 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 approve 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 employees
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: , VP
Authorized Agent of CONTRACTOR

Subscribed and sworn to
before me this 2nd
day of August, 2007.


Notary Public
GAIL A. DAILEY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01DA6073015
QUALIFIED IN ONONDAGA COUNTY
MY COMMISSION EXPIRES APRIL 15, 2010

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AP
DUKES-1

DATE (MM/DD/YYYY)
08/02/07

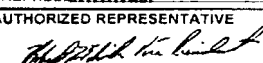
PRODUCER McLaughlin-Kehoe Assoc., Inc. PO Box 130 / 225 W Manlius St. East Syracuse NY 13057 Phone: 315-437-2821 Fax: 315-437-5272	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	INSURERS AFFORDING COVERAGE	NAIC #	
INSURED Dukes Root Control, Inc & Dukes Sales & Service, Inc 1020 Hiawatha Blvd West Syracuse NY 13204	INSURER A	National Fire Ins. Co. of Hart	20478
	INSURER B	Continental Casualty	20443
	INSURER C	The Hartford	
	INSURER D	Continental Casualty	20443
	INSURER E		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises/Opp <input checked="" type="checkbox"/> Contractual Lia GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C6004239018	01/01/07	01/01/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C1002379701	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
D	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	2090460194	01/01/07	01/01/08	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC1098619051	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000
C	NYS Disability	2P63996A3AA	01/01/07	01/01/08	Statutory
A	Stop Gap	C6004239018	01/01/07	01/01/08	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Village of Lombard, its officers, agents, employees, representatives and assigns are included as additional insured on a primary basis.

CERTIFICATE HOLDER LOMBARD Village of Lombard 255 East Wilson Avenue Lombard IL 60148	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER
C 6004239018

INSURED NAME AND ADDRESS
DUKES ROOT CONTROL INC.
1020 HIAWATHA BLVD WEST
SYRACUSE, NY 13204

FORMS AND ENDORSEMENTS SCHEDULE

Form Number		Form Title
G56015B	11/1991	BLANKET WORDING FOR FORM CG2404
G56015B	11/1991	ENDORSEMENT
G56015B	11/1991	ENDORSEMENT
G56015B	11/1991	ENDORSEMENT EFFECTIVE 10/09/2006
CG0001	10/2001	Commercial General Liability Coverage Form
CG0062	12/2002	War Liability Exclusion
CG0067	03/2005	Excl-Violation E-mail,Fax, Phone Call,ETC Statutes
CG0104	12/2001	New York Changes-Premium Audit
CG2010	07/2004	Add Ins-Owners, Lessees or Contractors
CG2012	07/1998	Additional Insured-State or Political Subdivisions
CG2026	07/2004	Add Insured-Designated Person or Organization
CG2116	07/1998	Exclusion - Designated Professional Services
CG2147	07/1998	Employment-Related Practices Exclusion
CG2149	07/1998	Total Pollution Exclusion Endorsement
CG2170	11/2002	Cap on Losses for Certified Acts of Terrorism
CG2264	07/1998	Pesticide or Herbicide Applicator Coverage
CG2279	07/1998	Exclusion - Contractors - Professional Liability
CG2404	10/1993	Waiver-Trans Rights Recovery Against Others To Us
CG2503	03/1997	Designated Construction Project(s) - Genl Agg
CG2621	10/1991	NY Changes-Trans Duties When Limit of Ins Used Up
CG2624	08/1992	New York Changes - Legal Action Against Us
G114050A	02/1995	Stop Gap Liability Coverage Supplemental Schedule
G114057A34	02/1995	Ohio Amendatory Stop Gap Liability Coverage Endt
G129991E	11/2003	Exterior Finish System Exclusion
G132263A	08/1998	Amendatory Endorsement - Pollution Exclusion
G134802B	06/2001	Noncontractors Additional Insured Endorsement
G136080A31	05/2000	New York Changes - Commercial GL Coverage Form
G136106C	11/2003	Residential Construction Defect PCO Exclusion
G136107A	03/2000	Exclusion - Construction Wrap-Up Program
G144291A	03/2003	Economic And Trade Sanctions Condition
G145658A31	08/2004	Exclusion - Silica
G146874A	03/2005	Important Notice
G17957G	01/2001	Contractors Blanket Additional Insured Endorsement
G18652E	03/2001	Contractors General Liability Extension Endt
G22614A	12/1994	Stop Gap Liability Coverage Endorsement
G43316B	05/1989	Exclusion - Asbestos
G43939A31		Amendatory Endorsement - NY Collateral Business
G55157B	02/1988	Premium Bases
IL0017	11/1998	Common Policy Conditions
IL0023	04/1998	Nuclear Energy Liab Exclusion Endt (Broad Form)
IL0185	04/1998	New York Changes - Calculation Of Premium
IL0268	07/2000	New York Changes - Cancellation And Nonrenewal

*** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY ***

Form Number		Form Title
G144233E	08/2006	Notice - Offer of Terrorism Disclosure of Premium
G145041A	05/2003	IMP INF Economic And Trade Sanctions Condition
G44128B	11/2004	Imp Info For Insureds Who Hire Subcontractors

AGENT



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED
ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Designated Project:

Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
 - a. The period of time required by the written contract or written agreement; or

- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,

whichever is less.

- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
 - e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

- f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

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