VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

			-	_ / / 4
TO :	President and Village Boa	rd of Trustee	:S	
FROM :	David A. Hulseberg, Villa	ge Manager		
DATE :	October 9, 2012	Agenda Da	te October 18, 2	2012
TITLE :	FY 2012B & FY 2013 Sewe Waiver of Bids - Performa		• ,	
SUBMITTED BY:	Angela M. Podesta, Utiliti	es Superinte	ndent MM	
<u>RESULTS</u> : Date Bids Were Pul Total Number of Bi	ids Received	_	osed	
	idders Meeting Specification		_ ,.	
Bid Security Requi		_Yes	No	
Performance Bond	-	_Yes	No	
Were Any Bids Wit	thdrawn	$_{ m Yes}$	No	
Explanation:				
Waiver of Bids Req	[uested? <u>X</u>	_Yes	No	
If yes, explain:				
	ded to Lowest	_Yes	No	
Responsible Bidder	c?			•
If no, explain:				
PICCAI INTOACT.				
FISCAL IMPACT:	e/budget estimate \$30,000.	ᲘᲘ (EV)0112E\	. ¢ጳስ ስስስ ሰበ /ፔህ	2012)
				<u> 2013)</u>
Amount of Award	\$30,000.00 (FY2012B), \$30,0	JUU.UU (F 1 ZU.	<u>13)</u>	
BACKGROUND/I	RECOMMENDATION:			
	n the full budget amount of	\$30,000 for J	FY2012B and \$30	0,000 for FY2013 to
	ning, Inc. of Ottawa, IL for			
,	Ŭ	•	•	
	d Bidder Worked for Village	e Previously		_No
If yes, was quality				_No
	cordance with Public Act 85			_No
Waiver of bids - Pu	ıblic Act 85-1295 does not a	pply	<u>X</u> Yes	
REVI <u>EW</u> (as neede	d):			
	X	· .		
Finance Director X	X		 Date	
	X			

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

To:

David A. Hulseberg, Village Manager

From:

Angela M. Podesta, Utilities Superintendent

Through:

Carl S. Goldsmith, Director of Public Works

Date:

October 9, 2012

Subject:

FY 2012B & FY 2013 Sewer Lateral Lining Project

Waiver of Bids

The Department of Public Works sent a Request for Proposal to Performance Pipelining, Inc. (PPI) of Ottawa, IL for lining sewer laterals from the sewer main to the clean out. This lining process essentially inserts a new pipe inside the existing pipe without excavation. Public Works conducted a pilot project in 2005 to evaluate the T-Liner process and found it to be acceptable. The T-Liner lines a portion of the sewer main at the connection and shoots a liner up the lateral to the clean out. The T-Liner is a patented process.

Public Works has successfully used sewer lining for main line rehabilitation for many years. Public Works uses the sewer lateral lining process when a sewer lateral needs repair due to extensive root growth, cracks or other defects that can be remedied without replacing the pipe, thus reducing restoration costs and inconvenience to the residents. There are still instances when replacement is the only method that will fix the problem.

The prices submitted for the proposal are attached. PPI has performed satisfactorily in the past. The Village has \$30,000 budgeted for Sewer Lateral Lining in the Water & Sewer Capital Reserve Fund for both Fiscal Years 2012B and 2013. The quantities in the proposal are estimates in order to obtain pricing and work orders will be issued to identify the locations and quantities to remain within budget. Payment for work performed will be based upon measured quantities multiplied by the contract unit prices.

Please request the Board of Trustees waive bids and award a contract in an amount equal to the budgeted amount of \$30,000 for Fiscal Year 2012B and \$30,000 for Fiscal Year 2013 for sewer lateral lining to Performance Pipelining, Inc. of Ottawa, IL at their October 18, 2012 meeting.

FY 2012B Sewer Lateral Lining Project	Performance Piper Inc Ottaw			
Item	Qty	Unit	Unit Price	Total Price
"T Style" Lining System (base price, up to and				
including 15 ft length, 8" main, 6" lateral)	1	EA	\$3,500	\$3,500
"T Style" Lining System (base price, up to and				
including 15 ft length, 10" main, 6" lateral)	1	EA	\$3,700	\$3,700
"T Style" Lining System (base price, up to and				
including 15 ft length, 12" main, 6" lateral)	1	EA	\$3,900	\$3,900
"T Style" Lining System (base price, up to and				
including 15 ft length, 15" main, 6" lateral)	1	EA	\$4,500	\$4,500
"T Style" Lining System (base price, up to and				
including 15 ft length, 18" main, 6" lateral)	1	EA	\$4,800	\$4,800
"T Style" Lining System (base price, up to and				
including 15 ft length, 21" main, 6" lateral)	1	EA	\$5,500	\$5,500
"T Style" Lining System (base price, up to and				
including 15 ft length, 24" main, 6" lateral)	1	EA	\$6,200	\$6,200
lateral)	25	FT	\$35	\$875
Mobilization	2	EA	\$300	\$600
Total Proposal				\$33,575
Additional Items				
By-Pass Pumping	0	HR	\$0	\$0
Alternate Access (Backyards, Easements)	0	EA	\$0	\$0

			Performance Pipelining			
FY 2013 Sewer Lateral Lining Project			Inc	Ottawa IL		
<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	Total Price		
"T Style" Lining System (base price, up to and		:	i			
including 15 ft length, 8" main, 6" lateral)	1	EA	\$3,500	\$3,500		
"T Style" Lining System (base price, up to and			•			
including 15 ft length, 10" main, 6" lateral)	1	EA	\$3,700	\$3,700		
"T Style" Lining System (base price, up to and			,			
including 15 ft length, 12" main, 6" lateral)	1	EA	\$3,900	\$3,900		
"T Style" Lining System (base price, up to and			<u>. </u>			
including 15 ft length, 15" main, 6" lateral)	1	EA	\$4,600	\$4,600		
"T Style" Lining System (base price, up to and						
including 15 ft length, 18" main, 6" lateral)	1	EA	\$4,900	\$4,900		
"T Style" Lining System (base price, up to and						
including 15 ft length, 21" main, 6" lateral)	1	EA	\$5,600	\$5,600		
"T Style" Lining System (base price, up to and						
including 15 ft length, 24" main, 6" lateral)	1	EA	\$6,300	\$6,300		
lateral)	25	FT	\$38	\$950		
Mobilization	2	EA	\$350	\$700		
Total Proposa	<u></u>			\$34,150		

0

0

HR

EΑ

\$0

\$0

\$0

Additional Items

By-Pass Pumping

Alternate Access (Backyards, Easements)

FY 2012B & FY 2013 Sewer Lateral Lining Project

This agreement is made this 18th day of October, 2012, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Performance Pipelinia) 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 lateral lining in an amount not to exceed \$30,000 (FY 2012B) and not to exceed \$30,000 (FY 2013)

- 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 FY 2012B & FY2013 Sewer Lateral Lining Project, 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 October 5, 2012
 - c. 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 Peter Breen, Acting Village President and the Contractor have hereunto set their hands this 18th day of October, 2012.

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 12th day of October, 2012
Individual or Partnership Corporation
By Position/Title
Shelly I larary Vice President By Position/Title
Performance Pipelining Inc. Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of October, 2012.

Peter Breen

Acting Village President

Attest:

Brigitte O'Brien

Village Clerk

CONTRACTOR'S CERTIFICATION

<u>S</u>	helly Flanery, V.P., having been first duly sworn depose and states as follows: formance Pelining The., having submitted a proposal for:
lei	Formance Pelining, Inc., having submitted a proposal for: (Name of Company)
	2012B & FY 2013 Sewer Lateral Lining Project to the Village of Lombard, hereby certifies that said NTRACTOR:
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 (Name of employee driver or "all employee
is/a	drivers") tre currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.
	By: <u>Shelly Glanery V.R.</u> Authorized Agent of CONTRACTOR
bef day	oscribed and sworn to fore me this 1294 of October, 2012. OFFICIAL SEAL CHERYL TAPLIN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/11/16

Cher L. Saplin Notary Public



DATE (MM/DD/YYYY) 10/12/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to

	e terms and conditions of the policy rtificate holder in lieu of such endor						onfer r	ights to the	
PRO	DUCER	1-8	800-247-7756	CONTACT		··· ·· ·· ·· · · · · · · · · · · · · ·		-	
Hol	mes Murphy & Assoc - WDM			NAME: PHONE					
PO	3ox 9207			E-MAIL ADDRESS:					
Des	Moines, IA 50306-9207					RDING COVERAGE		NAIC#	
				INSURER A: United	Fire & Ca	asualty Company			
INSU	•—–			INSURER B :					
Per	Formance Pipelining, Inc.			INSURER C:					
PO	3ox 2396			INSURER D:					
OFF	awa, IL 61350			INSURER E:					
				INSURER F:					
CO	/ERAGES CER	RTIFICA	TE NUMBER: 29660868	REVISION NUMBER:					
IN C! E)	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN POLICIE	MENT, TERM OR CONDITION I, THE INSURANCE AFFORDI S. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT TO	OT TO	WHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL SUE		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S		
A	GENERAL LIABILITY		60403292	05/01/12	05/01/13	EACH OCCURRENCE	\$ 1,0	00,000	
	X COMMERCIAL GENERAL LIABILITY	ļ				DAMAGE TO RENTED PREMISES (Ea occurrence)	ş 100	,000	
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$ 5,0	00	
						PERSONAL & ADV INJURY	\$ 1,0	00,000	
	1	, 1		1	1				

LTR	TYPE OF INSURANCE	INSR V	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	\$
A	GENERAL LIABILITY		60403292	05/01/12	05/01/13	EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
[[CLAIMS-MADE X OCCUR		;			MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- X LOC			_			\$
A	AUTOMOBILE LIABILITY		60403292	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
ľ	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
A	X UMBRELLA LIAB X OCCUR		60403292	05/01/12	05/01/13	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB CLAIMS-MADE				1	AGGREGATE	\$5,000,000
	DED RETENTION\$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Village of Lombard

CERTIFICATE HOLDER	CANCELLATION
Village of Lombard	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
255 E. Wilson Avenue	AUTHORIZED REPRESENTATIVE
Lombard, IL 60148 USA	Znank 10 King

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DATE (MM/DD/YYYY) 10/12/2012

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 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/si.

င	ertifica	te holder in lieu d	of such endor	sem	ent(s).				mo our intouto ac	,co not t		ngna to the	
PRODUCER							CONTACT Sandra Nejmanowski							
AF	C Ins	surance Age	ncy, Ltd.				PHONE (A/C, No. Ext): (630) 539-3733 FAX (A/C, No): (630) 539-9723							
15	0 s.	Bloomingda	le Rd.				E-MAIL ADDRESS; Sandra@afcinsurance.com							
Su	ite #	#210								RDING COVERAGE			NAIC#	
Bl	oomir	ngdale	IL 60	108	3		INSURI			alty Insur	ance	Co	MAIO#	
INSL	JRED						INSURI	•				-		
Pe	rform	mance Pipel:	ining, Ir	ıc.			INSURE			•			L.	
r .		. Norris Dr					INSURE		****					
							INSURI							
Ot	tawa		IL 61	.350)		INSUR						· · · · · · · · · · · · · · · · · · ·	
CO	VERAC	GES				E NUMBER:2012-2013	INSURI	TRF:		REVISION NUM	BER.			
						RANCE LISTED BELOW HA	VE BE	EN ISSUED T				THE PO	ICY PERIOD	
≥ O E	IDICATE ERTIFIC XCLUSIO	ED. NOTWITHSTAI CATE MAY BE ISSI	NDING ANY RE UED OR MAY	EQUII PER POL	REME TAIN, ICIES	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	IY CONTRAC	T OR OTHER ES DESCRIBE	DOCUMENT WIT	H RESPE	CT TO	WHICH THIS	
INSR LTR		TYPE OF INSURA	NCE	INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s		
	GENER	AL LIABILITY								EACH OCCURRENC	E	\$		
	Co	MMERCIAL GENERAL	LIABILITY					[DAMAGE TO RENTE PREMISES (Ea occu	ΞD	\$		
		CLAIMS-MADE	OCCUR					f	1	MED EXP (Any one p		\$		
		_	_							PERSONAL & ADV I		\$		
	\Box]						GENERAL AGGREG		\$		
	GEN'L A	AGGREGATE LIMIT APP	PLIES PER:	1						PRODUCTS - COMP	VOP AGG	\$		
	PO	DLICY PRO-	Loc	ĺ	i							\$		
	AUTOM	OBILE LIABILITY						-		COMBINED SINGLE (Ea accident)	LIMIT	\$		
	AN	Y AUTO						!		BODILY INJURY (Pe	r person)	\$		
	ALI	LOWNED S	CHEDULED UTOS							BODILY INJURY (Pe	r accident)	\$, ,	
		N	ION-OWNED UTOS	1	1					PROPERTY DAMAG (Per accident)	E	\$	·····	
		— "								(rei accident)		\$		
	UM	IBRELLA LIAB	OCCUR							EACH OCCURRENC	:F	\$		
	EX	CESS LIAB	CLAIMS-MADE							AGGREGATE		\$		
	DE	D RETENTION	<u> </u>	1						7.001,20112		\$		
A	WORKE	RS COMPENSATION					i			X WC STATU- TORY LIMITS	отн-			
		IPLOYERS' LIABILITY OPRIETOR/PARTNER/E	XECUTIVE Y/N							E.L. EACH ACCIDEN	<u>ER</u>	\$	1,000,000	
i	OFFICER (Mandat	OPRIETOR/PARTNER/E R/MEMBER EXCLUDED TORY In NH)	7	N/A		 BNUWC0115910		2/1/2012	2/1/2013	E.L. DISEASE - EA E	-		1,000,000	
	if ves. de	escribe under PTION OF OPERATION	IS helow							E.L. DISEASE - POL			1,000,000	
	2.00.11	11011 01 01 21011101	10 00.017							E.E. DIOLAGE - FOL	OT LIMIT		1,000,000	
DESC	CRIPTION	OF OPERATIONS / LO	CATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Schedul	le, if more space	is required)					
CEF	RTIFICA	ATE HOLDER	·				CANC	ELLATION						
<u> </u>	(111 10)	ALL HOLDER					OAIIC	ALLEA HON					····	
(630) 629–2374						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								
	Vi]	llage of Lo	mbard				ACC	URDANCE W	ITH THE POLIC	Y PROVISIONS.				
		5 E. Wilson				}	AUTHO	RIZED REPRESI	ENTATIVE					
	Lor	mbard, IL	60148				A0100	MEED REPRESI	EN IN INC					
										0	,			
		1					R Mac	mone/SAN	DRI	Richard	C 200.	.mo	ignone	

FY 2012B & FY 2013 Sewer Lateral Lining Project

This agreement is made this 18th day of October, 2012, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Performance Tipelinia) 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 lateral lining in an amount not to exceed \$30,000 (FY 2012B) and not to exceed \$30,000 (FY 2013)

- 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 FY 2012B & FY2013 Sewer Lateral Lining Project, 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 October 5, 2012
 - c. 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 Peter Breen, Acting Village President and the Contractor have hereunto set their hands this 18th day of October, 2012.

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 12th day of October, 201.2
Individual or Partnership Corporation
By Position/Title
Shelly Flanery Vice President By Position/Title
Performance Pipelining, Inc. Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of October, 2012.

Peter Breen

Acting Village President

Attest:

Brigitte Ø'Brien Village Clerk

CONTRACTOR'S CERTIFICATION

<u></u>	helly Flanery, V.P., having been first duly sworn depose and states as follows: (Officer or Owner of Company)								
R	CFORMACE TIPELINIA, Inc., having submitted a proposal for: (Name of Company)								
	FY 2012B & FY 2013 Sewer Lateral Lining 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 <u>Olices</u> (Namelof employee/driver or "all employee								
is/a	drivers") re currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.								
	By: Sheller Flanery, V.P. Authorized Agent of CONTRACTOR								
bef	ore me this 12 Control of October, 2012. OFFICIAL SEAL CHERYL TAPLIN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/11/16								



DATE (MM/DD/YYYY) 10/12/2012

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 be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy ertificate holder in lieu of such endor				ndorse	ment. A stat	ement on th	is certificate does not c	onfer r	ights to the	
PRO	DUCER			00-247-7756	CONTA NAME:	CT				•	
Holmes Murphy & Assoc - WDM					PHONE (A/C, No, Ext); (A/C, No):						
PO	Box 9207				E-MAIL ADDRE			1 (470,130).			
Des	Moines, IA 50306-9207					ins	URER(S) AFFOR	RDING COVERAGE		NAIC#	
					INSURI	ERA: United	Fire & Ca	sualty Company			
	JRED formance Pipelining, Inc.				INSURI	ERB:					
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PO	Box 2396				INSURI	RD:					
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255	E. Wilson Avenue				AUTHORIZED REPRESENTATIVE						
Lom	bard, IL 60148						Z	me as king_			
	USA					0					



DATE (MM/DD/YYYY) 10/12/2012

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 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).

ARC Insurance Agency, Ltd. 150 S. BLOomingdale Rd. Suite #210 BLOomingdale II. 60108 BLOOMIngdale II. 60108 BLOOMIngdale II. 60108 BLOOMINGGALE III.	PRO	DUCER						<i>γ</i>	CONTA	ACT Sandra	Neimanow	eki			
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