

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

Handwritten signature and initials, possibly 'VMM' and 'km', with a circled '0' below.

TO : President and Village Board of Trustees
FROM : David A. Hulseberg, Village Manager
DATE : October 9, 2012 Agenda Date October 18, 2012
TITLE : FY 2012B & FY 2013 Sewer Lateral Lining Project- Waiver of Bids - Performance Pipelining, Inc.
SUBMITTED BY: Angela M. Podesta, Utilities Superintendent

RESULTS:

Date Bids Were Published Bidding Closed
Total Number of Bids Received
Total Number of Bidders Meeting Specifications
Bid Security Required Yes No
Performance Bond Required Yes No
Were Any Bids Withdrawn Yes No
Explanation:
Waiver of Bids Requested? X Yes No
If yes, explain:
Award Recommended to Lowest Responsible Bidder? Yes No
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$30,000.00 (FY2012B), \$30,000.00 (FY2013)
Amount of Award \$30,000.00 (FY2012B), \$30,000.00 (FY2013)

BACKGROUND/RECOMMENDATION:

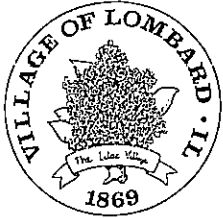
Award a contract in the full budget amount of \$30,000 for FY2012B and \$30,000 for FY2013 to Performance Pipelining, Inc. of Ottawa, IL for lining sanitary sewer laterals.

Has Recommended Bidder Worked for Village Previously X Yes No
If yes, was quality of work acceptable X Yes No
Was item bid in accordance with Public Act 85-1295? Yes X No
Waiver of bids - Public Act 85-1295 does not apply X Yes

REVIEW (as needed):

Village Attorney XX Date
Finance Director XX Date
Village Manager XX Date

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 *AMP*

**Through:** Carl S. Goldsmith, Director of Public Works *CSG*

**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.

<b>FY 2012B Sewer Lateral Lining Project</b>			Performance Pipelining Inc Ottawa IL	
<b>Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
"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
<b>Total Proposal</b>			<b>\$33,575</b>	

**Additional Items**

By-Pass Pumping	0	HR	\$0	\$0
Alternate Access (Backyards, Easements)	0	EA	\$0	\$0

<b>FY 2013 Sewer Lateral Lining Project</b>			Performance Pipelining Inc Ottawa IL	
<b>Item</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
"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	\$4,600	\$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
<b>Total Proposal</b>			<b>\$34,150</b>	

**Additional Items**

By-Pass Pumping	0	HR	\$0	\$0
Alternate Access (Backyards, Easements)	0	EA	\$0	\$0

## VILLAGE OF LOMBARD

### FY 2012B & FY 2013 Sewer Lateral Lining Project

This agreement is made this 18<sup>th</sup> 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 Pipeline) 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 18<sup>th</sup> 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 12<sup>th</sup> day of October, 2012

Individual or Partnership \_\_\_\_\_ Corporation

By \_\_\_\_\_ Position/Title

Shelly T. Lanery Vice President

By \_\_\_\_\_ Position/Title

Performance Pipelining, Inc.  
Print Company Name

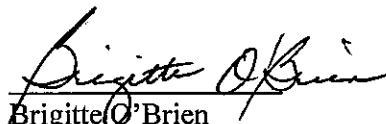
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18<sup>th</sup> day of October, 2012.



Peter Breen  
Acting Village President

Attest:

  
Brigitte O'Brien  
Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Shelly Flanery, V.P., having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

Performance Peeling, 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 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: Shelly Flanery, V.P.  
Authorized Agent of CONTRACTOR

Subscribed and sworn to  
before me this 12th  
day of October, 2012.

Cheryl Taplin  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

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).

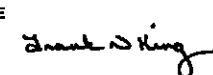
<b>PRODUCER</b> 1-800-247-7756 Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Performance Pipelining, Inc. PO Box 2396 Ottawa, IL 61350	<b>INSURER A:</b> United Fire & Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 29660868                      **REVISION 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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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





# CERTIFICATE OF LIABILITY INSURANCE

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

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<b>PRODUCER</b> AFC Insurance Agency, Ltd. 150 S. Bloomingdale Rd. Suite #210 Bloomingdale IL 60108	<b>CONTACT NAME:</b> Sandra Nejmanowski	<b>PHONE (A/C, No, Ext):</b> (630) 539-3733	<b>FAX (A/C, No):</b> (630) 539-9723
	<b>E-MAIL ADDRESS:</b> Sandra@afcinsurance.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Carolina Casualty Insurance Co		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER: 2012-2013** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
<input type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
<input type="checkbox"/>	<b>CLAIMS-MADE</b>	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/>				PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/>	<b>ANY AUTO</b>						BODILY INJURY (Per person)	\$
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>					\$
<input type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>					\$
								\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
<input type="checkbox"/>								\$
	DED							\$
	RETENTION \$							\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A	BNUWC0115910	2/1/2012	2/1/2013	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**CERTIFICATE HOLDER**

(630) 629-2374

Village of Lombard  
255 E. Wilson  
Lombard, IL 60148**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R Magnone/SANDRI

*Richard M. Magnone*

## VILLAGE OF LOMBARD

### FY 2012B & FY 2013 Sewer Lateral Lining Project

This agreement is made this 18<sup>th</sup> 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 Pipelining, 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 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 18<sup>th</sup> 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 12<sup>th</sup> day of October, 2012

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 18<sup>th</sup> day of October, 2012.



Peter Breen  
Acting Village President

Attest:



Brigitte O'Brien  
Village Clerk

**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

Shelly Flanery, V.P., having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

Performance Pipelining, 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 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: Shelly Flanery, V.P.  
Authorized Agent of CONTRACTOR

Subscribed and sworn to  
before me this 12<sup>th</sup>  
day of October, 2012.

Cheryl Taplin  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

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

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**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).

<b>PRODUCER</b> Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207 1-800-247-7756	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>														
<b>INSURED</b> Performance Pipelining, Inc. PO Box 2396 Ottawa, IL 61350	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: United Fire &amp; Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Fire & Casualty Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 29660868

REVISION NUMBER:

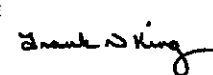
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			60403292	05/01/12	05/01/13	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			60403292	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTIONS			60403292	05/01/12	05/01/13	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							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 255 E. Wilson Avenue Lombard, IL 60148 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER</b> AFC Insurance Agency, Ltd. 150 S. Bloomingdale Rd. Suite #210 Bloomingdale IL 60108	<b>CONTACT NAME:</b> Sandra Nejmanowski	
	<b>PHONE (A/C, No, Ext):</b> (630) 539-3733	<b>FAX (A/C, No):</b> (630) 539-9723
<b>E-MAIL ADDRESS:</b> Sandra@afcinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Carolina Casualty Insurance Co		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 2012-2013 **REVISION 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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				BNUWC0115910	2/1/2012	2/1/2013	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> (630) 629-2374 Village of Lombard 255 E. Wilson Lombard, IL 60148	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R Magnone/SANDRI <i>Richard M. Magnone</i>
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