

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWU-0919

This agreement is made this 5th day of June, 2008, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and CHD Supply Waterworks LTD hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Water/Sewer System Supplies in an amount not to exceed \$100,000

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no.PWU-0919 for Water/Sewer System Supplies, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No.PWU-0919- Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated May 22, 2008
 - 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 which are the subject matter of this Contract the total sum of \$100,000 paid 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 delivery of the goods to the Village and acceptance of the goods by the Village.
4. Contractor agrees to perform the terms of this Contract by May 31, 2009. Time is of the essence of this Contract.
5. 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 5th day of June, 2008.

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 4 day of June, 2008

Individual or Partnership _____ Corporation

William J. Mueller Branch Manager
By _____ Position/Title

By _____ Position/Title

HD Supply Waterworks, LTD
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of June, 2008.

William J. Mueller
William J. Mueller
Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien
Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

Robert Bollin, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

HO Supply Waterworks LTD, having submitted a proposal for:
(Name of Company)

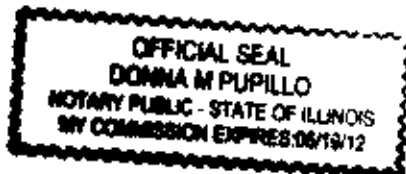
Water/Sewer System Supplies to the Village of Lombard, hereby certifies that said CONTRACTOR:

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 Employee Drivers
(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: [Signature]
Authorized Agent of CONTRACTOR

Subscribed and sworn to
before me this 4th
day of June, 2008.

Donna M. Pupillo
Notary Public



INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Professional Liability - \$1,000,000.00 (Required only where contracts are for professional services);
 4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
 5. Umbrella Coverage - \$1,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability). Such insurance shall be primary with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
ATL-001386674-01

PRODUCER

MARSH USA, INC
hdsupply.centrequest@marsh.com
FAX (212) 948-1142
3475 PIEDMONT ROAD, SUITE 1200
ATLANTA, GA 30305

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A AMERICAN HOME ASSURANCE COMPANY
- COMPANY
B NEW HAMPSHIRE INS COMPANY
- COMPANY
C N/A
- COMPANY
D N/A

775978-HD-GAWX-2007 WATE

INSURED

HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

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

CO LYR	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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT	1595485	08/30/07	08/30/08	<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$</td><td>100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>50,000</td></tr> <tr><td>COMBINED SINGLE LIMIT</td><td>\$</td><td>5,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE</td><td>\$</td><td></td></tr> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td><td></td></tr> <tr><td>OTHER THAN AUTO ONLY</td><td>\$</td><td></td></tr> <tr><td>EACH ACCIDENT</td><td>\$</td><td></td></tr> <tr><td>AGGREGATE</td><td>\$</td><td></td></tr> <tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr> <tr><td>AGGREGATE</td><td>\$</td><td></td></tr> </table>	GENERAL AGGREGATE	\$	5,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000	PERSONAL & ADV INJURY	\$	2,000,000	EACH OCCURRENCE	\$	2,000,000	FIRE DAMAGE (Any one fire)	\$	100,000	MED EXP (Any one person)	\$	50,000	COMBINED SINGLE LIMIT	\$	5,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE	\$		AUTO ONLY - EA ACCIDENT	\$		OTHER THAN AUTO ONLY	\$		EACH ACCIDENT	\$		AGGREGATE	\$		EACH OCCURRENCE	\$		AGGREGATE	\$	
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE VILLAGE OF LOMBARD INC., ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS ARE INCLUDED AS ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

VILLAGE OF LOMBARD INC
ATTN: ANGELA PODESTA
255 E. WILSON AVE.
LOMBARD, IL 60148

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Mary Radaszewski

Mary Radaszewski

MM1(3/02)

VALID AS OF: 08/02/08

ADDITIONAL INFORMATION

ATL-001388674-01 DATE (MM/DD/YY) 06/02/08

PRODUCER

MARSH USA, INC
 hdsupply.certrequest@marsh.com
 FAX (212) 948-1142
 3475 PIEDMONT ROAD, SUITE 1200
 ATLANTA, GA 30305

COMPANIES AFFORDING COVERAGE

COMPANY
 E N/A

COMPANY
 F

COMPANY
 G

COMPANY
 H

775978-HD-GAWX-2007

WATE

INSURED

HD SUPPLY, INC.
 CUMBERLAND CENTER II
 3100 CUMBERLAND BOULEVARD
 ATLANTA, GA 30339

TEXT

HD SUPPLY INSURED
 HD Supply, Inc. Entity List

- Apex Supply Company
- APEX Supply Company, Inc.
- Apex Supply Company, Inc. DBA The Home Depot Supply, Inc.
- Brafasco Holdings II, Inc.
- Brafasco Holdings, Inc.
- Brampton Fasteners Company, Ltd.
- Burus Contractors Supply
- C&J Fasteners, Inc.
- Contractors' Warehouse, LLC
- Crown Bolt, LLC
- Economy Maintenance Supply
- Edson Electric Supply, Inc.
- GSI General Materials
- HD Builders Solutions Group, Inc.
- HD Supply Construction Supply Group, Inc.
- HD Supply Construction Supply, Ltd. d/b/a HD Supply White Cap Construction Supply
- HD Supply Distribution Services, LLC
- HD Supply Electrical, Ltd.
- HD Supply Facilities Maintenance Group, Inc.
- HD Supply Facilities Maintenance, Ltd.
- HD Supply Fasteners & Tools, Inc.
- HD Supply GP & Management, Inc.
- HD Supply Holdings, LLC
- HD Supply International Holdings, Inc.
- HD Supply Management, Inc.
- HD Supply Plumbing/HVAC Group, Inc.
- HD Supply Plumbing/HVAC, Ltd.
- HD Supply Repair & Remodel, LLC
- HD Supply Support Services, Inc.
- HD Supply Utilities Group, Inc.
- HD Supply Utilities, Ltd.
- HD Supply Waterworks Group, Inc.
- HD Supply Waterworks, Ltd.
- HD Supply, Inc.
- HDS Acquisition Subsidiary, Inc.
- HDS Holding Corporation
- HDS Investment Holding, Inc.
- Heartland Waterworks Supply, Inc.
- HSI IP, Inc.
- Hughes Building Materials, Inc.
- Hughes Building Materials, Ltd.
- Hughes Electric Supply, Ltd.
- Hughes GP & Management, Inc.
- Hughes Holdings, LLC
- Hughes MRO Group, Inc.
- Hughes Plumbing Supply, Ltd.
- Hughes Supply Management, Inc.

CERTIFICATE HOLDER

VILLAGE OF LOMBARD INC
 ATTN: ANGELA PODESTA
 255 E. WILSON AVE.
 LOMBARD, IL 60148

Marsh USA Inc.

Mary Redaszewski

Mary Redaszewski

ADDITIONAL INFORMATION

ATL-001386674-01 DATE (MM/DD/YY) 06/02/08

PRODUCER

MARSH USA, INC
hdsupply.certrequest@marsh.com
FAX (212) 948-1142
3475 PIEDMONT ROAD, SUITE 1200
ATLANTA, GA 30305

775978-HD-GAWX-2007

WATE

INSURED

HD SUPPLY, INC.
CUMBERLAND CENTER II
3100 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

COMPANIES AFFORDING COVERAGE

COMPANY

E N/A

COMPANY

F

COMPANY

G

COMPANY

H

TEXT

Hughes Supply Shared Services, Inc.
Hughes Supply, Inc.
Hughes Supply, Inc. DBA Hughes Building Materials, Ltd.
Hughes Supply, Inc. DBA Hughes Electric Supply, Ltd.
Hughes Supply, Inc. DBA Hughes Plumbing Supply, Ltd.
Hughes Supply, Inc. DBA Hughes Water & Sewer Ltd.
Hughes Supply, Inc. DBA Southwest Stainless LP
Hughes Supply, Inc. DBA Sunbelt Supply Co.
Hughes Utilities Group, Inc.
Hughes Utilities, Ltd.
Hughes Water & Sewer, Ltd.
Litemor, Inc.
Maintenance Warehouse International, Inc.
Maintenance Warehouse/America Corp.
National Waterworks, Inc.
Ohio Water and Waste Supply Co.
ProValue, LLC
Southwest Stainless Supply, LP
Southwest Stainless, LP d/b/a HD Supply Industrial PVF
The Home Depot Supply, Inc.
The Home Depot Supply, Inc. DBA Hughes Supply, Inc.
The Home Depot, Inc. DBA White Cap Industries, Inc.
USA Bluebook Utility Supply of America, Inc.
Utility Supply of America, Inc.
Western Fasteners, LLC
White Cap Construction Supply, Inc.
White Cap Construction Supply, Inc. d/b/a Greenwald Industrial Products Company, Inc.
White Cap Construction Supply, Inc. d/b/a Southwest Rebar Fabricators & Accessories, Inc.
White Cap Construction Supply, Inc. DBA Texas Contractors Supply, LP
White Cap Industries, Inc.
Yardbirds Electric & Plumbing Supply, Inc.

CERTIFICATE HOLDER

VILLAGE OF LOMBARD INC
ATTN: ANGELA PODESTA
255 E. WILSON AVE.
LOMBARD, IL 60148

Marsh USA Inc.

Mary Radaszewski

Mary Radaszewski

Page

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
Name of Person or Organization: Only those persons or organizations where required by written contract.	Designation of Premises: Only those premises where required by written contract.
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
2. 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.

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:

1. 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.


CERTIFICATE OF AUTHORITY
(Branch Managers/District Managers)

Name of Company: HD Supply Waterworks, Ltd., a Florida limited partnership
Reference: Contracts, Bids and Related Matters
Date: November 28, 2006

THE UNDERSIGNED DOES HEREBY CERTIFY that I am an Officer of HD Supply GP & Management, Inc., a Delaware corporation and the general partner of HD Supply Waterworks, Ltd., a Florida limited partnership; as the general partner, HD Supply GP & Management, Inc. is authorized to sign on behalf of HD Supply Waterworks, Ltd. As an Officer, I am authorized to make and deliver this certificate. I do hereby designate each of the Branch Managers and District Managers of HD Supply Waterworks, Ltd. as my designees, and authorize each of them acting either alone or together to execute and deliver, or cause to be executed and delivered, any and all bids and offers for furnishing materials and/or services, including related non-disclosure agreements, supply agreements, distributor agreements, purchase orders and similar agreements, provided that the annualized bid or contract price is not in excess of \$200,000 (the "Documents"), and to take or cause to be taken any and all actions in connection therewith as such individual or individuals may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken. Further I hereby ratify and approve all previous actions taken with respect to the execution and delivery of such Documents in the name of and on behalf of the company.

The authorization hereunder is effective as of the date hereof, and shall continue until the earlier of the undersigned's revocation of such authorization in writing, or the last date of the applicable employee's employment with the company.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 28th day of November, 2006.


Terry Howell
President - HD Supply Waterworks