

VILLAGE OF LOMBARD

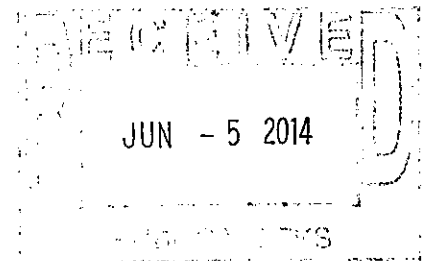
CONTRACT DOCUMENT NUMBER RFB #2014-105 Water Meter Testing and Repair

This agreement is made 15th day of May, 2014 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Vanguard Utility Service of Owensboro, KY 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 perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

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. RFB #2014-105 for Water Meter Testing and Repair, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. RFB #2014-105 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated May 9, 2014.
 - 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 services which are the subject matter of this Contract the total sum of \$12,500.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.



3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
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 Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this 15th day of May, 2014.

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 2 day of JUNE, 2014

Individual or Partnership _____ Corporation

Robert Slutt _____ CFO
 By Position/Title

By _____ Position/Title

vanquard utility service, Inc.
 Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of May, 2014.

Keith T. Giagnorio
 Keith T. Giagnorio
 Village President

Attest:

Sharon Kuderna
 Sharon Kuderna
 Village Clerk

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

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

I am the CFO for Vanguard Utility Service Inc.
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for water meter testing and repair
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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 appropriate 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 driver") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: Robert Shelton, CFO
Authorized Agent of Contractor

Subscribed and sworn to before me this 2nd day of June, 2014.

Will [Signature]
Notary Public

MY COMMISSION EXPIRES SEPTEMBER #427177

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

Policy Number CPP2068686	Agency Number 636795	Policy Effective Date 04/01/2014
Policy Expiration/Cancellation Date 04/01/2015	Date 5-5-14	Account Number 20044819
Named Insured VANGUARD UTILITY SERVICE, INC.	Agency BB&T-OLD COLONY INS.	Issuing Company AMERISURE MUTUAL INS. CO.

1. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - a. Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - b. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, written agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

If the additional insured is:

 - a. An individual, their spouse is also an additional insured.
 - b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - c. A limited liability company, members and managers are also additional insureds.
 - d. An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - e. A trust, trustees are also insureds, but only with respect to their duties as trustees.
3. The insurance provided to the additional insured under this endorsement is limited as follows:
 - a. That person or organization is only an additional insured with respect to liability arising out of:
 - (1) Premises you own, rent, lease, or occupy; or
 - (2) Your ongoing operations, unless the written contract, written agreement or certificate of insurance also requires completed operations coverage (or wording to the same effect), in which case the coverage provided shall extend to your completed operations for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or written agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (a) 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 site of the covered operations has been completed; or
 - (b) 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.
- b. The limits of insurance applicable to the additional insured are the least of those specified in the:
- (1) Written contract or written agreement;
 - (2) Certificate of insurance; or
 - (3) Declarations of this policy.
- The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- c. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
- d. If a written contract, written agreement or certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE**

Name of Person or Organization: Blanket Where Required by Written Contract,
Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be
shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or
organization shown in the Schedule, but only with respect to liability arising out of
"your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

CG 20 10 11 85

- e. 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 but not limited to:
- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
 - (2) Supervisory, inspection, or engineering services.

- f. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, written agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

EXHIBIT B

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

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).

PRODUCER BB&T Insurance Services, Inc. 2600 Eastpoint Parkway (40223) P O Box 436869 Louisville, KY 40253	CONTACT NAME:
	PHONE (A/C, No, Ext): 502 489-5900 FAX (A/C, No): 8668812184
INSURED Vanguard Utility Service Inc P.O. Box 21595 Owensboro, KY 42304	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Amerisure Mutual Insurance Co. 23396
	INSURER B : Amerisure Insurance Company 19488
	INSURER C :
	INSURER D :
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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	GENERAL LIABILITY			CPP2068686	04/01/2014	04/01/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY			CA2068688	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU2068685	04/01/2014	04/01/2015	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2068760	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y	N/A				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
A	Rented/Leased Equ Installation Floater			IM2076272	04/01/2014	04/01/2015	\$100,000 Lim \$500 Ded	
				IM2076272	04/01/2014	04/01/2015	\$1,500,000 One Location	\$2,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Village of Lombard and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives are recognized as Additional Insureds under General Liability and Auto Liability coverage when required by written contract with the named insured. Coverage is primary and non-contributory under General Liability. Coverage will not extend to any additional insured that is not provided by the insurance policy nor that is any broader coverage than the requirement of the written contract or agreement.

CERTIFICATE HOLDER Village of Lombard 255 E. Wilson Ave. 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 