

OWNER-CONTRACTOR AGREEMENT
(Specification Section 00850)

**Fuel Dispensing Facility
UST System Installation and Removal Work
Village of Lombard
Public Works Facility
1051 South Hammerschmidt Avenue
Lombard, Illinois**

Contract Document No. PW 14-05

This agreement is made this 3RD day of SEPTEMBER, 2014, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (ACCURATE TANK CONSTRUCTION, INC.) hereinafter referred to as (the "Contractor").

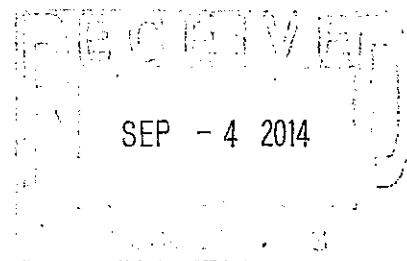
Witnessed and in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to furnish and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

(Description, quantities and proposal prices to be stated above)

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. PW 14-05 for the Fuel Dispensing Facility, UST System Installation and Removal project at the Village of Lombard Public Works Facility, 1051 South Hammerschmidt Avenue, Lombard, Illinois consisting of the following:

Specification Sections-

- 00035 - Proposal Notice
- 00100 - General Terms, Conditions, and Instructions
- 00300 - Contractor Proposal Form (dated: AUG 13, 2014)
- 00450 - Contractor's Certification
(Exhibit A, Proposal Certification)
- 00500 - Contractor's Certification
(Exhibit B, Sexual Harassment Policy)
- 00550 - Contractor's Certification
(Exhibit C; IDOR Tax Compliance)
- 00600 - Contractor's Certification
(Exhibit D; FHA Rules)
- 00650 - Contractor's Certification
(Exhibit E, Contract Execution)
- 00700 - Additional Insured Endorsement



00750 - Specification Deviation Form
00850 - Owner-Contractor Agreement
01010 - Project Summary
01260 - Contract Modification Procedures
01290 - Payment Procedures
01310 - Project Management and Coordination
02080 - UST System Installation Work
02081 - UST System Removal Work
02082 - Soil Remediation Work
03001 - Concrete Pavement and Curb Work
13125 - Canopy Installation and Lighting Work
32120 - Asphalt Pavement Work
32140 - Permeable Paver System Installation Work

List of Drawings-

C-1 - Cover Sheet
C-2 - Existing Condition and Demolition Plan
C-3 - Geometry and Utility Plan
C-4 - Grading and Erosion Control Plan
C-5 - General Notes (Civil)
C-6 - Details (Civil)
C-7 - Details (Civil)
UST-1 - UST System Installation Plan
UST-2 - UST System Removal Plan

Other-

Performance Bond
Labor and Material Payment Bond
Certificate(s) 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, the total Base Proposal sum of \$ 789,500.00, paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. 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, the total Alternate Proposal sum of \$ 64,840.00, paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
4. 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.
5. 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.
6. 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.

7. The Contractor shall deliver the goods under this Contract by NOVEMBER 30, 2014 and shall complete installation by NOVEMBER 30, 2014. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
8. 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.
9. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties per Section 01260, Contract Modification Procedures.
10. 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 Giagnorio, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 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 3RD day of SEPTEMBER, 2014.

Individual or Partnership _____ Corporation X
Steven Trabisy PRESIDENT
 By STEVEN TRABISY Position/Title

By _____ Position/Title
ACCURATE TANK CONSTRUCTION, INC.
 Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of September, 2014.

Keith Giagnorio
 Keith Giagnorio
 Village President

Attest: Sharon Kuderna
 Sharon Kuderna
 Village Clerk

OWNER-CONTRACTOR AGREEMENT
(Specification Section 00850)

**Fuel Dispensing Facility
UST System Installation and Removal Work
Village of Lombard
Public Works Facility
1051 South Hammerschmidt Avenue
Lombard, Illinois**

Contract Document No. PW 14-05

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Witnessed and in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to furnish 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:

(Description, quantities and proposal prices to be stated above)

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. PW 14-05 for the Fuel Dispensing Facility, UST System Installation and Removal project at the Village of Lombard Public Works Facility, 1051 South Hammerschmidt Avenue, Lombard, Illinois consisting of the following:

Specification Sections-

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Other-

Performance Bond
Labor and Material Payment Bond
Certificate(s) 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, the total Base Proposal sum of \$ 789,500.00, paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. 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, the total Alternate Proposal sum of \$ 64,840.00, paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
4. 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.
5. 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.
6. 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.

VILLAGE OF LOMBARD

CONTRACTOR PROPOSAL FORM

for:

**Fuel Dispensing Facility
UST System Installation and Removal Work
Village of Lombard
Public Works Facility
1051 South Hammerschmidt Avenue
Lombard, Illinois
Contract Document No. PW 14-05**

We, Contractor Name: Accurate Tank Construction, hereby agree to furnish to the Village of Lombard, all work associated with the above referenced project in accordance with all provisions, instructions, specifications, and drawings. Having familiarized ourselves with these Contract Documents and with the conditions affecting the work, we hereby propose to provide all of the labor, materials, necessary equipment, transportation, insurance, permitting, and other services necessary to perform and complete in a workmanlike manner all work required as specified herein for the construction of the Fuel Dispensing Facility project (UST System Installation and Removal Work) at the Village of Lombard Public Works Facility, 1051 South Hammerschmidt Avenue, Lombard, Illinois.

The undersigned acknowledges receipt of the Contract Documents (Project Specifications) for the work indicated above, including all Division 0 Sections, this Proposal Form (Section 000300), all Division 1 Sections, all Division 2, 3, 13, and 32 Site Work Sections, and Project Drawings C-1 through C-7 and UST-1 and UST-2.

The undersigned also acknowledges receipt of all Addenda as listed below:

Addenda:	No. _____	Dated _____
	No. _____	Dated _____
	No. _____	Dated _____
	No. _____	Dated _____

The Contractor Agrees:

To furnish the described labor, materials, equipment, services, insurance, etc. for the stated Base Proposal lump sum prices, The Alternate Proposal lump sum price, and all unit prices, as requested in this Contractor Proposal Form.

To hold this proposal open until sixty (60) calendar days after the proposal due date.

To accept the provisions of all Division 0, Division 1, and all Site Work Division specification sections.

To enter into and execute a contract with the Owner, if awarded the project on the basis of this proposal, and in connection therewith to:

1. Furnish all bonds and insurance required by these Contract Documents as defined herein.
2. Accomplish the work in accordance with the Contract Documents and the Contract.
3. Complete the work within the Contract time herein specified.

Project Schedule:

A project schedule has been provided as part of these Contract Documents (see Section 01010, Project Summary). This schedule indicates the sequence of work under this portion of the Contract only. The project schedule will be updated upon Contract award and/or scheduling of all other contracts, if applicable.

The Contractor is required to become familiar with the scope and schedule of other projects and consider this information when completing this proposal. The Owner will not be responsible for any additional costs or delays incurred by the Contractor or their Subcontractors for failing to accommodate the scope and schedules of the work to be performed by the other Contractors.

The Owner will not be responsible for any additional costs due to the Contractor or Subcontractors performing work on evenings, weekends, or holidays in order to complete the work of the Contract Documents on or before the required substantial completion date or final completion date agreed to and as noted herein.

Bid (Proposal) Deposit:

A Bid (Proposal) deposit, bond, or security is not required.

Other:

No additional charges over the total net Base Proposal price will be made during the specified Contract period.

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in proposal price(s).

All proposal prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

A. Base Proposal:

1. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the installation of two (2), new 12,000 gallon UST systems, including all components, features, etc. as specified in Section 02080, Sub-Section 1.02.A.1.a through s and as shown on Project Drawings.
2. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the removal of two (2), existing 10,000 gallon UST systems, including all components, features, etc. and designated pavement and backfill as specified in Section 02081, Sub-Section 1.02.A.1.a through j and as shown on Project Drawings.
3. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the installation of all specified concrete items, including backfill, foundations, structures, reinforcing steel, finish work, etc. as specified in Section 03001, Sub-Section 1.02.A.1.a through h and as shown on Project Drawings.

4. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the installation of all new UST system canopy and canopy lighting items, including all required electrical work, painting, decal installation, etc. as specified in Section 13125, Sub-Section 1.02.A.1.a through g and as shown on Project Drawings.
5. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the installation of all new flexible asphalt items, including backfill, finish work, etc. as specified in Section 32120, throughout and as shown on Project Drawings.
6. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the installation of all new permeable pavers for new parking areas and access drive, including backfill, drainage, finish work, etc. as specified in Section 32140, throughout and as shown on Project Drawings.

Provide Base Proposal Total (sum of Base Proposal items A.1 through 6):

seven Hundred Eighty Nine Thousand
Five Hundred & 00/100 dollars (\$ 789,500.00)

B. Alternate Proposal:

1. The Contractor agrees to furnish all labor, materials, equipment, insurance, services, etc. to fully complete all work associated with the remediation of impacted soil following the removal of the existing UST systems and in conjunction with the assignment of an IEMA incident number, as specified in Section 02082, Sub-Section 1.02.A.1 and 2.a through c and as shown on Project Drawings.

Provide Alternate Proposal Total (sum of Alternate Proposal item B.1):

Sixty Four Thousand Eight Hundred Forty & 00/100 dollars (\$ 64,840.00)

C. Unit Prices:

Provide Unit Prices for the following work which may or may not occur during the course of the project.

1. Provide all services necessary, as requested, and in accordance with these specifications and regulatory agencies to perform additional impacted excavation groundwater/surface water run-off removal work in existing UST area, including all pumping, transport, and manifested disposal, beyond (or less than) the 2,000 gallon Base Proposal estimate; (add to/deduct from Base Proposal):

\$ 1.00
 add/deduct per gallon

2. Provide all services necessary, as requested, and in accordance with these specifications and regulatory agencies to perform additional remediation of petroleum-impacted soils following existing UST system removal work, including all excavation, transport, and manifested disposal, beyond the 504 cubic yards (756 tons) Alternate Proposal estimate (add to Alternate Proposal):

\$ 56.00
add per ton

3. Provide all services necessary, as requested, and in accordance with these specifications to furnish and install additional 3" stone backfill material if soil remediation work is performed, including all transport (delivery), placement, etc. beyond the Base Proposal estimate (add to Base Proposal):

\$ 18.50
add per ton

4. Provide all services necessary, as requested, and in accordance with these specifications to furnish and install additional CA-6 grade gravel backfill material if additional soil remediation work is performed, including all transport (delivery), placement, etc. beyond the Base Proposal estimate (add to Base Proposal):

\$ 16.00
add per ton

5. Provide all services necessary, as requested, and in accordance with these specifications to furnish and install additional flexible asphalt pavement material if soil remediation work is performed or if needed or requested elsewhere on the project, including all transport (delivery); placement, etc. beyond the Base Proposal estimate (add to Base Proposal):

\$ 4.95
add per square foot

6. Provide all services necessary to perform the excavation, loading, transport, and proper disposal of CCDD-certified soils generated during this project, as directed/requested by the Owner (include CCDD testing and certification of IEPA LPC-863 Form) (add to Base Proposal):

\$ 19.50
add per ton

Is this proposal in compliance with the Specifications and Project Drawings?: Yes No

If answer is no, list deviations on the "Specification Deviation" Form, Section 00750.

PREVAILING WAGE. The Contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq. Pursuant to Illinois Revised Statutes, Chapter 48, Section 39s-5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be opened at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The Contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner, and the Owner's Representative(s), including Consultants and Engineers, from any and all claims, demands, liens or suites of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the Contractor or subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the Contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

Signed on this 13th day of August, 2014.

Type of Firm

 Individual Partnership X Corporation Joint Venture

Accurate Tank Construction
(Contractor Name)
204 Poplar Place
North Aurora, IL 60542
(Address)

(CORPORATE SEAL)

630-318-1813
(Telephone Number)

Juan Red
(Authorized Signature)

Construction Manager
(Title)

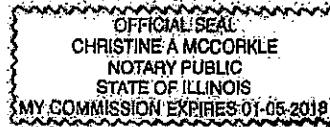
Subscribed and sworn to me

this 13th day of August, 2014.

Christine McCorkle

(NOTARY SEAL)

END Section 000300.



CONTRACTOR'S PROPOSAL CERTIFICATION

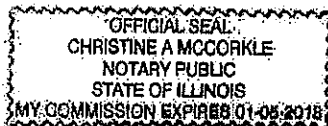
(EXHIBIT A)

Accurate Tank Construction (Name of Contractor), having submitted a proposal on the contract for Fuel System (Install & Removal) (general description of the project proposing) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: Jason Led Construction Manager
Authorized Agent of Contractor/Title

Subscribed and sworn to before me this 18th day of August, 2014.

Christine A. McCorkle
Notary Public



The Village of Lombard reserves the right to reject any portion of proposal, to waive technicalities, or to choose any combination of proposed work items, which are deemed to be in the best interest of the Village of Lombard.

CONTRACTOR'S CERTIFICATION

SEXUAL HARASSMENT POLICY

(EXHIBIT B)

Accurate Tank Construction (Contractor), having submitted a proposal for
Fuel system install & removal (general description of project), to the
Village of Lombard, hereby certifies that said contractor has a written Sexual Harassment Policy in-
place and in full compliance with 775 ILCS 5/2-105(A) (4).

By: *[Signature]* Construction Manager
Authorized Agent of Contractor/Title

Subscribed and sworn to before me this 18th day of August, 2014.

[Signature]
Notary Public



CONTRACTOR'S CERTIFICATION

ILLINOIS DEPARTMENT OF REVENUE-TAX COMPLIANCE

(EXHIBIT C)

Accurate Tank Construction (Contractor), having submitted a proposal for
Fuel system install & removal (general description of project), to the
Village of Lombard, hereby certifies that said contractor is not delinquent in the payment of any tax
administered by the Illinois Department of Revenue (IDOR), 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.

By: Juan Reed Construction Manager
Authorized Agent of Contractor/Title

Subscribed and sworn to before me this 18th day of August, 2014.

Christine A. McCorkle
Notary Public

OFFICIAL SEAL
CHRISTINE A MCCORKLE
NOTARY PUBLIC
STATE OF ILLINOIS
COMMISSION EXPIRES 01-05-2018

CONTRACTOR'S CERTIFICATION

FHA RULES (49 CFR 382)

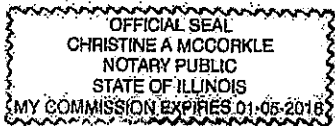
(EXHIBIT D)

Accurate Tank Construction (Contractor), having submitted a proposal for
Fuel System install & removal (general description of project), to the
Village of Lombard, hereby certifies that said contractor is in full compliance with the
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR
382 et.seq., 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: Jason Reed ^{Construction}
1 Manager
Authorized Agent of Contractor/Title

Subscribed and sworn to before me this 18th day of August, 2014.

Christine A. McCorkle
Notary Public



CONTRACTOR'S CERTIFICATION

CONTRACT EXECUTION

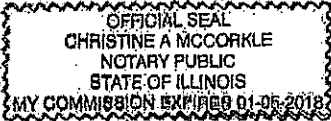
(EXHIBIT E)

Accurate Tank Construction (Name of Contractor), having submitted a proposal on the contract for Fuel System Install & Removal (general description of the project proposing) to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: Juan Led Construction Manager
Authorized Agent of Contractor/Title

Subscribed and sworn to before me this 18th day of August, 2014.

Christine A. McCorkle
Notary Public



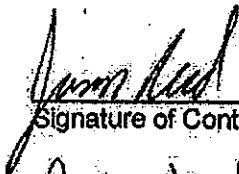
SPECIFICATION DEVIATION FORM

We deviated from the desired Specifications (items) of the subject Village of Lombard project in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE/ATTACH ADDITIONAL PAGES)

- Canopy would be by steel King

- Canopy would have 30" fascia to cover the structural steel


Signature of Contractor Representative
August 18th 2014
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
8/19/2014

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 MARST INSURANCE AGENCY 387 Argyle Ave Elmhurst, IL 60126		CONTACT NAME: PHONE (A/C No Ex): (630) 834-1161 FAX (A/C No): (630) 834-2995 E-MAIL ADDRESS: steve@marstinsurance.com	
INSURED DJK Technologies, Inc. dba Accurate Tank Construction 204 Poplar Place North Aurora, IL 60542 630-375-6121		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Indiana Insurance Company	NAIC#: 22659
		INSURER B: StarNet Insurance Company	40045
		INSURER C: Rockhill Insurance Company	28053
		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
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof/Poll Liability		Y	ENVP003527-02	7/19/2014	7/19/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		Y	55140796	7/19/2014	7/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		Y	55752008 Over Auto and WC	7/19/2014	7/19/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BNUWC0114028	7/19/2014	7/19/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)
 Named as Additional Insured on a Primary, Non-Controbutory basis: The Village of Lombard, its officers, agents, employees, representatives and assigns.

CERTIFICATE HOLDER Village of Lombard 255 East Wilson Avenue Lombard IL 60148	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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7. The Contractor shall deliver the goods under this Contract by NOVEMBER 30, 2014 and shall complete installation by NOVEMBER 30, 2014. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
8. 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.
9. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties per Section 01260, Contract Modification Procedures.
10. 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 Giagnorio, Village President, and the Contractor have hereunto set their hands this 4th day of September, 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 3RD day of SEPTEMBER, 2014.

Individual or Partnership _____ Corporation X

Steven Trabisky PRESIDENT
 BY STEVEN TRABISKY Position/Title

By _____ Position/Title

ACCURATE TANK CONSTRUCTION, INC.
 Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of September, 2014.

Keith Giagnorio
 Keith Giagnorio
 Village President

Attest:

Sharon Kuderna
 Sharon Kuderna
 Village Clerk