

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER RFB #2014-103 Water System Leak Detection Survey & Services

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 ADS LLC of Huntsville, AL 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 #2014-103 for Water System Leak Detection Survey & Services, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. RFB #2014-103 - 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 \$11,347.50 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 15 day of July, 2014

Individual or Partnership _____ Corporation _____ LLC

[Signature] Treasurer
By _____ Position/Title

[Signature] Assistant Secretary
By _____ Position/Title

ADS LLC
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of May, 2014.

[Signature]
Keith T. Giagnorio
Village President

Attest:

[Signature]
Sharon Kuderna
Village Clerk

EXHIBIT A

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Vickie A. Gesellschaft, having been first duly sworn, depose and states as follows:
(Officer or Owner of Company)

I am the Assistant Secretary for ADS LLC,
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for Water System Leak Detection Survey & Services
(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 drivers")
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 Vickie A. Gesellschaft
Authorized Agent of Contractor

Subscribed and sworn to
before me this 25
day of July, 2014.

Cassidy Walker
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 3, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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.

Eid Opening Tabulation Form

| DATE: 9-May-14 TIME: 11:30 AM | | NAME & ADDRESS OF BIDDER | | Year 1 | | | Year 2 | | | Year 3 | | | |
|---|-------------------------------------|---|--------------|--------------|--|--------------|--------------|-------------|--------------|--------------|-------------|--------------|--------------------------------|
| DOCUMENT # 2014-103 | | Water System Leak Detection & Survey Services | | Year 1 | | | Year 2 | | | Year 3 | | | |
| EXCEPTIONS | | Year 1 | | | Year 2 | | | Year 3 | | | | | |
| NO | ITEM | Year 1 | Year 2 | Year 3 | Year 1 | Year 2 | Year 3 | Year 1 | Year 2 | Year 3 | Year 1 | Year 2 | Year 3 |
| Water System Leak Detection & Survey Services | | | | | | | | | | | | | |
| 1 | Burr Ridge | | \$22,925.00 | | | \$14,250.00 | | | | | | | |
| 2 | Carol Stream | | \$32,900.00 | | | \$22,900.00 | | | | | | | |
| 3 | Glen Ellyn | \$34,545.00 | \$34,545.00 | \$34,545.00 | \$23,000.00 | \$23,000.00 | \$23,000.00 | \$22,050.00 | \$21,050.00 | \$21,050.00 | \$19,219.20 | \$19,041.60 | |
| 4 | Hinsdale | \$19,270.00 | \$19,270.00 | \$19,270.00 | \$12,300.00 | \$12,300.00 | \$12,300.00 | \$13,300.00 | \$13,300.00 | \$13,300.00 | \$10,947.00 | \$11,958.98 | \$20,785.80 |
| 5 | Lombard | \$39,950.00 | \$39,950.00 | \$39,950.00 | \$25,500.00 | \$25,500.00 | \$25,500.00 | \$25,600.00 | \$25,500.00 | \$25,500.00 | \$22,685.00 | \$23,337.50 | \$11,994.60 |
| 6 | Villa Park | \$18,800.00 | \$18,800.00 | \$18,800.00 | \$12,000.00 | \$12,000.00 | \$12,000.00 | \$13,200.00 | \$13,200.00 | \$13,200.00 | \$10,680.00 | \$10,982.40 | \$24,038.00 |
| 7 | Winfield | \$10,128.00 | \$10,128.00 | \$10,128.00 | \$6,450.00 | \$6,450.00 | \$6,450.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$5,753.85 | \$5,916.77 | \$11,312.00 |
| | Total Per Year | \$122,893.00 | \$177,918.00 | \$177,918.00 | \$79,250.00 | \$116,400.00 | \$116,400.00 | \$84,050.00 | \$120,725.00 | \$120,725.00 | \$69,700.35 | \$103,934.89 | \$5,084.34 |
| | Total for Contract | | \$423,304.00 | | | \$274,800.00 | | | \$288,825.00 | | | \$247,458.88 | \$73,824.94 |
| DISCOUNT | | | | | | | | | | | | | |
| 1 | Burr Ridge | | | | | | | | | | | | |
| 2 | Carol Stream | Y or N | N | | Y or N | N | | | | | Y or N | N | |
| 3 | Glen Ellyn | Y or N | N | | Y or N | N | | | | | Y or N | N | |
| 4 | Hinsdale | Y or N | N | | Y or N | N | | | | | Y or N | N | |
| 5 | Lombard | Y or N | N | | Y or N | N | | | | | Y or N | N | |
| 6 | Villa Park | Y or N | N | | Y or N | N | | | | | Y or N | N | |
| 7 | Winfield | Y or N | N | | Y or N | N | | | | | Y or N | N | |
| EMERGENCY RESPONSE RATE | | | | | | | | | | | | | |
| 1 | Regular Hours (Hour) | \$195.00 | | | \$375.00 1st hour \$195.00 each hour after | | | | | | \$500.00 | | \$225.00 per hour - 2 hour min |
| 2 | After Hours (Hour) | \$294.00 | | | \$500.00 1st hour \$215.00 each hour after | | | | | | \$750.00 | | \$350.00 per hour - 2 hour min |
| 3 | After Hours Response Time (Minutes) | 90 min | | | 90 min | | | | | | 90 min | | 120 min |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2014

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 MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Fax: 212-948-0770 or Chicago.CertRequest@marsh.com ADS | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED ADS LLC 1300 MERIDIAN STREET, SUITE 3000 HUNTSVILLE, AL 35801 | INSURER A: Liberty Mutual Fire Ins Co | | 23035 |
| | INSURER B: XL Specialty Insurance Company | | 37885 |
| | INSURER C: Liberty Insurance Corporation | | 42404 |
| | INSURER D: | | |
| | INSURER E: | | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CHI-004962317-01 **REVISION NUMBER:** 4

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | TB2-681-004088-044 | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | AS2-681-004088-034 | 01/01/2014 | 01/01/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 100,000 | | | US00066380L114A | 01/01/2014 | 01/01/2015 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WA7-68D-004088-514 (AOS) WC7-681-004088-014 (OR, WI) | 01/01/2014 | 01/01/2015 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

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 included as Additional Insured with respect to General and Automobile Liability coverages as required by written contract, subject to policy terms and conditions. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Named Insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Village of Lombard 255 East Wilson Avenue Lombard, IL 60148-3926 | 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|--|--|