#### VILLAGE OF LOMBARD

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

This agreement is made 15<sup>th</sup> 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 <u>ADS LLC of Huntsville</u>, <u>AL</u> 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. Giagnoria, Village President, and the Contractor have hereunto set their hands this 15<sup>th</sup> 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 Hay of July

\_\_\_\_, 20<u>\_</u>/

Individual or Rartnership

\_\_\_ Corporation \_\_\_\_\_ LLC

Position/Title

Secret Heseley

Position/Title

ADSULC

Bv

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of May, 2014.

Keith T. Giagnorio

Village President

Attest:

Sharon Kuderna Village Clerk

## **EXHIBIT A**

# VILLAGE OF LOMBARD

## CONTRACTOR'S CERTIFICATION

	CONTROL ON S CERTIFICATION
$\bigvee_{\text{(Of}}$	fficer or Owner of Company), having been first duly sworn, depose and states as follows:
	m the Assistant Secretary for Assistant Secretary for (Name of Company)  e "Contractor"), which has submitted a proposal for Water System Loak Detection Survey & Services  (Name of Village project)
	(Typhe of Vinage project)
to Co	the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the entractor 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
	employee/driver or "all employee drivers") (Name of
	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.
	Authorized Agent of Contractor
	oscribed and sworn to fore me this
	of July, 2014.
(	Justen Walter
Not	tary Public

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

#### **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.

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# 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.

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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  Village of Lombard 255 East Wilson Avenue Lombard, IL 60148-3926  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 of Marsh USA Inc.	DESCRIPTION OF ODERATIONS / LOCATIONS / VEHICLES	I ES (Attach	ACORD 101 Additional Pennster I	Sabadula	If more once in				
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255 East Wilson Avenue  Lombard, IL 60148-3926  THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.	CERTIFICATE HOLDER			CANC	ELLATION				
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Manashi Mukhoriga Managohi Maute na isa				of Mars	h USA Inc.			_	