

## VILLAGE OF LOMBARD

### Cross Connection Program & Grease Control Program

This agreement is made this 21<sup>st</sup> day of June, 2007, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Aqua Backflow, Inc. hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell 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:

Provide all labor, materials and equipment as necessary to complete cross connection and grease control inspections, data management and public education in an amount not to exceed \$72,030

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Request for Proposal for Cross Connection Program & Grease Control Program, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Solicitation Letter
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions
    - vi) Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated June 12, 2007
  - 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, 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 installation and acceptance of the goods by the Village.
4. 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.
5. 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.
6. Time is of the essence of this Contract and Contractor agrees to achieve completion of the work order within the Contract time by all proper and appropriate means including working overtime without additional compensation.
7. 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.
8. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
9. 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 Mueller, Village President, and the Contractor have hereunto set their hands this 21<sup>st</sup> day of June, 2007.

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 13 day of June, 2007

Individual or Partnership \_\_\_\_\_ Corporation X

By John Skirmont \_\_\_\_\_ President  
Position/Title

By [Signature] \_\_\_\_\_ PRESIDENT  
Position/Title

Agua Backflow, Inc  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of June, 2007.

[Signature]  
William Mueller  
Village President

Attest:

Barbara A. Johnson Deputy  
Brigitte O'Brien  
Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

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

Aqua Backflow, Inc, having submitted a proposal for:
(Name of Company)

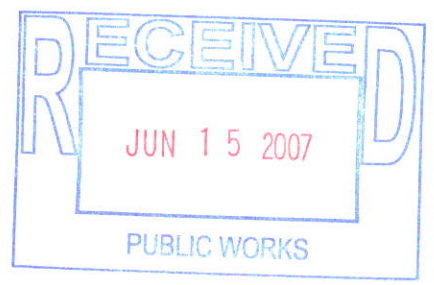
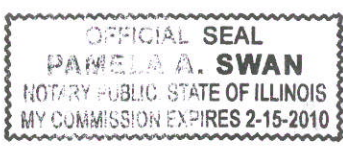
Cross Connection Program and Grease Control Program to the Village of Lombard, hereby certifies that said CONTRACTOR:

- 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 13th day of June, 2007.

Pamela A. Swan
Notary Public



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**OP ID KIT  
AQUAB-1DATE (MM/DD/YYYY)  
04/02/07

## PRODUCER

Esser Hayes Insurance Group, I  
1811 High Grove, Suite 139  
Naperville IL 60540-2830  
Phone: 630-355-2077

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

## INSURED

Aqua Backflow Inc  
977 Elizabeth Street  
Elgin IL 60120INSURER A: **The Hartford**

22357

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	83SBMUQ6637	03/30/07	03/30/08	EACH OCCURRENCE	\$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 2000000
					GENERAL AGGREGATE	\$ 4000000
					PRODUCTS - COMP/OP AGG	\$ 4000000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	83SBMUQ6637	03/30/07	03/30/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 2000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY						
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
EXCESS/UMBRELLA LIABILITY						
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				OTHER THAN EA ACC	\$
	<input type="checkbox"/> DEDUCTIBLE				AUTO ONLY: AGG	\$
	RETENTION \$				EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83WECTD3461	03/30/07	03/30/08	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Lombard, its officers, agents, employees, representatives and assigns are added as additional insured with a waiver of subrogation to the general liability.

## CERTIFICATE HOLDER

VILOFLO

Village of Lombard  
235 E Wilson Ave  
Lombard IL 60148

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kelly Hazen

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