



## InterOffice Memo

**To:** Barb Johnson, Deputy Village Clerk  
**From:** Paul Becvar, Civil Engineering Technician  
**Date:** June 9, 2009  
**Subject:** FY2010 Driveway Apron, Curb and Sidewalk Restoration Contract

---

**PROJECT NAME: FY2010 Driveway Apron and Sidewalk Restoration**

**PROJECT NO.: M-10-02**

**HTE PROJECT NO.: 5503, 5505, 5506 & 5544**

**VENDOR: Lorusso Cement Contractors**

**PURCHASE ORDER NO: 063495**

Attached is a copy of the Contract for FY2010 Driveway Apron,  
Curb and Sidewalk Restoration.



## Interoffice Memo

**To:** David A. Hulseberg, AICP, ICMA-CM, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *Cy*  
**From:** David A. Dratnol, P.E., Village Engineer  
**Date:** May 11, 2009  
**Subject:** FY 2010 Driveway Apron, Curb and Sidewalk Restoration Program  
 Project Number: M-10-02

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs and the Curb Replacement Program.

Twelve (12) potential bidders purchased plans for the referenced project. Eight (8) bids were received and opened at 11:00 a.m. on May 8<sup>th</sup>, 2009. Due to the performance reference form not being filled out properly, one bid was deemed non-responsive and disqualified. The bid results are summarized below:

<i>Company</i>	<b>Total</b>
Lorusso Cement Contractors, INC	<b><i>\$168,130.00</i></b>
Noel Ramos Construction Co, INC	<b><i>\$174,986.00</i></b>
Globe Construction INC	<b><i>\$177,500.50</i></b>
Carrera Concrete Construction	<b><i>\$196,100.50</i></b>
Kings Point	<b><i>\$222,280.00</i></b>
ALamp Concrete Contractors INC	<b><i>\$224,999.00</i></b>
Davis Concrete Construction	<b><i>\$234,260.00</i></b>
Strada Construction	<b><i>Disqualified</i></b>
<b><i>Engineer's Estimate</i></b>	<b><i>\$224,166.60</i></b>

The contract documents identify that the awarded contract will be based on the Village's project budget of \$225,000.00. Work will be performed on a work order basis. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices. The Engineering Division recommends awarding this contract to Lorusso Cement Contractors Inc., in the amount of \$225,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 21, 2009. If approved, please return three (3) executed copies of the contract to PW Engineering for further processing.

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**



TO: President and Village Board of Trustees  
FROM: David A. Hulseberg, AICP, ICMA-CM, Village Manager  
DATE: May 11, 2009 (COW) (B of T) AGENDA DATE: May 21, 2009  
TITLE: Waiver of Bid: FY 2010 Driveway Apron, Curb and Sidewalk Restoration  
Project Number M-10-02  
SUBMITTED BY: David A. Dratnol, P.E., Village Engineer

**RESULTS:**

Date Bids Were Published 3/18/09 Bidding Closed 5/8/09  
Total Number of Bids Received 8  
Total Number of Bidders Meeting Specifications 7  
Bid Security Required X Yes          No  
Performance Bond Required X Yes          No  
Were Any Bids Withdrawn          Yes X No  
Explanation:  
Waiver of Bids Requested?          Yes X No  
If yes, explain:  
Award Recommended to Lowest Responsible Bidder? X Yes          No  
If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$222,461.00 / \$225,000.00  
Amount of Award \$225,000.00

Parkway Restoration:	\$70,000.00	Capital Project Fund	FIN 5503
Deteriorated Sidewalk:	\$15,000.00	Capital Project Fund	FIN 5505
Deteriorated Sidewalk:	\$15,000.00	Resident Contribution	
Trip Hazard Repairs:	\$75,000.00	Capital Project Fund	FIN 5506
Curb Program:	\$50,000.00	Capital Project Fund	FIN 5544

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously          Yes X No  
If yes, was quality of work acceptable          Yes          No  
Was item bid in accordance with Public Act 85-1295? X Yes          No  
Waiver of bids - Public Act 85-1295 does not apply          Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-10-02

This agreement is made this 21st day of May, 2009, between and shall be binding upon the **Village of Lombard**, an Illinois municipal Corporation hereinafter referred to as the "Village" and **Lorusso Cement Contractors, INC.** hereinafter referred to as the "Contractor" and its successors.

Witnessed, 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 removal and replacement of concrete sidewalks, concrete driveway aprons, asphalt driveway aprons, concrete curb and gutter, placement of new concrete sidewalks, landscape restoration and traffic control.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number M-10-02 for FY 2010 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-10-02 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: May 8th, 2009
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.

- 3. The Contractor shall commence work under this Contract upon written Notice to Proceed and Work Order from the Village and shall complete work on this project within 30 calendar days from the receipt of any work order. 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.
- 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 5. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_ 2009.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

LOUISO CONCRETE CONTRACTORS, INC.  
Print Company Name

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

Accepted this 2nd day of JUNE, 2009.

By [Signature] Position/Title SECRETARY

By \_\_\_\_\_ Position/Title \_\_\_\_\_

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of MAY, 2009.

[Signature]  
William J. Mueller, Village President

Attest: [Signature]  
Brigitte O'Brien, Village Clerk

## VILLAGE OF LOMBARD

### CONTRACT BOND

Bond# 9061632

KNOW ALL MEN BY THESE PRESENTS, that we Lorusso Cement Contractors Inc, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Two Hundred and Twenty-Five Thousand Dollars and 00/100 (\$225,000.00) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated May 21, 2009 for the construction of the work designated:

#### FY 2010 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION

in Lombard, Illinois which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 21st day of  
MAY, 2009.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
3rd day of June, 2009.

VILLAGE OF LOMBARD

PRINCIPAL:

Lorusso Cement Contractors Inc.

BY:

[Signature]  
Village President

BY:

[Signature]

ATTEST:

[Signature]  
Village Clerk

ATTEST:

[Signature]

Washington International  
SURETY: Insurance Company

BY:

[Signature]  
Sherene L. (Title)  
Hemler, Attorney In Fact

BY: N/A

Attorney in Fact

BY: N/A

(SEAL)



Surety Company Acknowledgement

STATE OF **ILLINOIS**  
COUNTY OF **COOK** SS:

On this **3rd day of June, 2009**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of Washington International Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

*Sarah Green*

Notary Public in and for the above County and State

My Commission Expires: **04/17/12**



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

J.S. POHL, ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY,
ROBERT E. KAPPUS, SHERENE L. HEMLER and SARAH GREEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



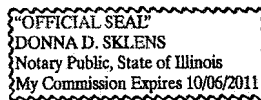
By [Signature]
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of September, 2008.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 30th day of September, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of June, 2009.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## VILLAGE OF LOMBARD

### CONTRACTOR'S CERTIFICATION

Onofrio Lorusso, having been first duly sworn depose and states as follows:

(Officer or Owner of Company)

Lorusso Cement Contractors Inc., having submitted a proposal for:  
(Name of Company)

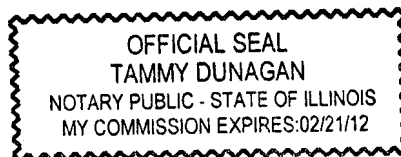
The FY 2009 Driveway Apron, Curb and Sidewalk Restoration Program to the Village of Lombard, hereby certifies that said Contractor:

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 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 employees  
(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 4th  
day of JUNE, 2009.

[Signature]  
Notary Public



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2009

<b>PRODUCER</b> DSP Insurance 1530 E. Dundee Palatine IL 60074	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.												
<b>INSURED</b> Lorusso Cement Contractors, Inc.  1090 Carolina Drive West Chicago IL 60185	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Cincinnati Casualty</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company		INSURER B: Cincinnati Casualty		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Cincinnati Insurance Company													
INSURER B: Cincinnati Casualty													
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	CPP5570036	12/31/2008	12/31/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> INC CONTRACTUAL LIAB				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU INCLUDED				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
					XCU INCLUDED
A	AUTOMOBILE LIABILITY	CPP5570036	12/31/2008	12/31/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
<input checked="" type="checkbox"/> COMP \$250					
<input checked="" type="checkbox"/> COLL \$500					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	CPP5570036	12/31/2008	12/31/2009	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1920374	12/31/2008	12/31/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CONTRACT #M-10-02 FY 2010 DRIVEWAY APRON, CURB & SIDEWALK RESTORATION PROGRAM.  
 ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT: VILLAGE OF LOMBARD AND ITS OFFICERS, AGENTS AND EMPLOYEES.

<b>CERTIFICATE HOLDER</b>  VILLAGE OF LOMBARD DEPT OF PUBLIC WORKS 255 E. WILSON AVE.  LOMBARD IL 60148-3931	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
--	--

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.