VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWU-1734

This agreement is made this 20th day of April, 2017 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and National Power Rodding Corp of Chicago, IL 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:

Catch Basin Cleaning in an amount not to exceed \$59,950 to clean 1,000 catch basins

- 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.PWU-1734 for Catch Basin Cleaning Project, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. PWU-1734 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated March 31, 2017
 - c. Required 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 \$59,950 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 20th day of April, 2017.

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 __day of April_____, 2017.

Individual or Partnership

_ Corporation _ X

William T. Kreidler, President

Position/Title

Reid W. Ruprecht, Secretary

Position/Title

National Power Rodding Corp.

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20th day of April, 2017.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna Village Clerk

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

William T. Kreidler, having been first duly sworn depose and states as follows: (Officer or Owner of Company)
National Power Rodding Corp. , having submitted a proposal for: (Name of Company)
Catch Basin Cleaning 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 <u>all employee drivers</u> (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: Authorized Agent of Contractor William 1. Kreidler, President
Subscribed and sworn to before me this 20th day of April , 2017. Mando Mando Mando Notary Public

AMANDA MEZA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/20/2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2017

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).

Continuate mender in near or one				
PRODUCER MARSH USA INC. 540 W. MADISON		CONTACT NAME: PHONE (A/C, No, Ext1:	FAX (A/C, No):	
CHICAGO, IL 60661		E-MAIL ADDRESS:		
Attn: chicago.CertRequest@marsh.com		INSURER(S) AFFORDING COVERAGE	N.F	AIC#
3	NPRC	INSURER A : Zurich American Insurance Company	16535	
INSURED		INSURER B: American Zurich Insurance Company	40142	
NATIONAL POWER RODDING CORP. 2500 W. ARTHINGTON STREET		INSURER C: American Guarantee and Liability Insurance Com	pany 26247	:-
CHICAGO, IL 60612		INSURER D :		
		INSURER E :		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: CHI-007047807-01 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.

	TYPE OF INSURANCE	ADDL S	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Х	COMMERCIAL GENERAL LIABILITY			GLO 9377201-13	10/31/2016	10/31/2017	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR					1	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
X	XCU INCLUDED				1 1		MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-			11			PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						-	\$	
AUT	TOMOBILE LIABILITY			BAP 9377199-13	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
X	ANY AUTO			, , , , , , , , , , , , , , , , , , ,		į į	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
	NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
	A0105							\$	
Х	UMBRELLA LIAB X OCCUR			AUC591694711	10/31/2016	10/31/2017	EACH OCCURRENCE	\$	2,000,000
							AGGREGATE	\$	2,000,000
	DED X RETENTION \$ 10,000	1						\$	
	RKERS COMPENSATION			WC 9377202-13	10/31/2016	10/31/2017	X PER OTH- STATUTE ER		
1	PROPRIETOR/PARTHER/FYFOLITIVE	i					E.L. EACH ACCIDENT	\$	1,000,000
	ICEK/MEMBER EXCLUDED?	N/A				14	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
					-	7 22			
	X GEN AUT X WOI AND ANY OFF (Mail If yee	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10,000 WORKERS COMPENSATION	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS HIRED AUTOS LAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OMERICANISM NH) If yes, describe under	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JRC- OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OMERICANISM N/A (Mandatory in NH) If yes, describe under	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS NON-OWNED AUTOS AUTOS CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POPPLIETOR/PARTNER/EXECUTIVE OMERANDE FOR CIVIL AND	CLAIMS-MADE X OCCUR X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS AUTOS HIRED AUTOS A	CLAIMS-MADE X OCCUR X XCU INCLUDED CEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRODUCTS - COMP/OP AGG \$ PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PRODUCTS - COMP/

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE VILLAGE, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS ARE ADDITIONAL INSUREDS UNDER GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. A WAIVER OF SUBROGATION IS INCLUDED IN FAVOR OF THE ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION COVERAGES, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER	CANCELLATION
VILLAGE OF LOMBARD 1051 S. HAMMERSCHMIDT LOMBARD, IL 60148	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 Manashi Mukherjee



Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-9377201-13	10/31/2016	10/31/2017	10/31/2016	30060000		N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, OTHER	ANY LOCATION OR PROJECT, OTHER THAN A	N/A
THAN AN ARCHITECT, ENGINEER, OR	WRAP-UP OR CONSOLIDATED INSURANCE	N/A
SURVEYOR, WHOM YOU ARE REQUIRED TO	PROGRAM LOCATION OR PROJECT FOR	
ADD AS AN ADDITIONAL INSURED UNDER	WHICH INSURANCE IS OTHERWISE	
THIS POLICY UNDER A WRITTEN CONTRACT	SEPARATELY PROVIDED TO YOU BY A WRAP-	
OR WRITTEN AGREEMENT EXECUTED PRIOR	UP OR OTHER CONSOLIDATED INSURANCE	
TO LOSS, EXCEPT WHERE SUCH	PROGRAM.	
REQUIREMENT IS PROHIBITED BY LAW.		

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding Location designated and described in the Schedule.

However,

- 1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a written contract or written agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-9377201-13	10/31/2016	10/31/2017	10/31/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER, OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by

All other terms and conditions of this policy remain unchanged.