

**VILLAGE OF LOMBARD
CONTRACT**

CONTRACT DOCUMENT NUMBER FM 13 01

This agreement is made this 6th day of June, 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Dome Corporation of North America (hereinafter referred to as the "Contractor") and their respective 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 proposed work is officially known as "North Garfield Site Salt Dome and Conveyor System". The work, in general terms, shall consist of furnishing all labor, materials, related equipment, tools and supervision necessary for the complete construction of a one hundred (100) foot diameter panelized Dome Salt Storage Building and the associated Loading Conveyor and Hopper. The project is located within the north east portion of the Village of Lombard owned property located at 1135 North Garfield Street (also known as the North Garfield Public Works facility). All of the above as well as other project details are further described in the contract documents for the said work prepared by the Village of Lombard.

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 FM 13 01 for NORTH GARFIELD SITE SALT DOME AND CONVEYOR SYSTEM, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number FM 13 01- Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum #1 dated May 20, 2013
 - b. The Contractor's Bid Proposal Dated: May 23, 2013
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Bidder's Certification Form.

VILLAGE OF LOMBARD

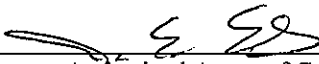
CONTRACTOR'S CERTIFICATION

Jeromy S. Estes, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Dome Corporation of North America, having submitted a proposal for:
(Name of Company)

NORTH GARFIELD SITE SALT DOME AND CONVEYOR SYSTEM 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 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: 
Authorized Agent of Contractor

Subscribed and sworn to
before me this 14th
day of June, 2013.


Notary Public

Teresa Bakke, Notary Public
State of Michigan, Saginaw County
My Commission Expires: 01/27/15

**VILLAGE OF LOMBARD
CONTRACT BOND**

Bond #929541888

KNOW ALL MEN BY THESE PRESENTS, that we Dome Corporation
of North America, a company
organized under the laws of the State of New York and licensed to do business in the State of
Illinois as Principal and Western Surety Company, a corporation organized and existing under the
laws of the State of South Dakota, 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
Five Hundred Seventy Thousand Seven Hundred Twenty Five and 00/100 dollars (\$ 570,725.00)
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 Date of BOT approval, for the construction of the work designated:

NORTH GARFIELD SITE SALT DOME AND CONVEYOR SYSTEM

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 6th day of
June, 2013.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
12 day of June, 2013.

VILLAGE OF LOMBARD

PRINCIPAL:

Dome Corporation of North America

BY: [Signature]
Village President

BY: [Signature]
Jeromy S. Estes, Vice President

ATTEST:
[Signature]
Village Clerk

ATTEST:
[Signature]
Teresa Bakke, Secretary

SURETY: Western Surety Company

BY: Kim Mayhew/Attorney-in-Fact
(Title)

BY: [Signature]
Attorney in Fact

BY: _____

(SEAL)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda L Campbell, Calvin C. leuter, Karl leuter, Kim Mayhew, Individually

of Midland, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2012.



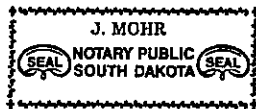
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of JUNE, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DOME-1

OP ID: KM

DATE (MM/DD/YYYY)

06/12/13

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 leuter Insurance Group 414 Townsend St. P.O. Box 552 Midland, MI 48640 Kurt O. leuter	989-835-6701	CONTACT NAME:	
	989-835-2964	PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Harleysville Lake States	NAIC # 23582
INSURED Dome Corporation of North Amer 5450 East Street Saginaw, MI 48601		INSURER B : Accident Fund Insurance Co.	10166
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	X		MPA84860C,85204C, GL7J674	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Explosion, Colps			CONTRACTUAL LIAB INCLUDED			PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Underground, XCU						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Hired Phys			BA85192C	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10000			CMB31685P	10/01/12	10/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV5020472, MI, NJ, FL,MA TN, ME	10/01/12	10/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Float			MPA84860C	10/01/12	10/01/13	Inst FI 150,000
A	Leased Equip			MPA84860C	10/01/12	10/01/13	Leased Eq 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Village of Lombard and its officers, agents and employees are named as Additional Insureds on a primary basis.

CERTIFICATE HOLDER**CANCELLATION**

VILL-2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Village of Lombard 1051 S. Hammerschmidt Ave Lombard, IL 60148	AUTHORIZED REPRESENTATIVE Kurt O. leuter

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NOTEPAD:

HOLDER CODE **VILL-2**
INSURED'S NAME **Dome Corporation of North Amer**

DOMEC-1
OP ID: **KM**

PAGE **2**
DATE **06/12/13**

Cancellation Clause: For the duration of the contract, the insurance policy shall not be cancelled, expired or changed as to the amount of coverage without written notification thirty (30) days in advance to the Village of Lombard.