

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER SAN-10-01

This agreement is made this 01st day of AUGUST, 2009, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and United Septic, Inc. (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 FY 2010 Sewer Televising and Cleaning will entail the televising and cleaning of various sanitary, storm and combined sewers all located within the Village of Lombard. The quantities in the bid proposal are estimates since the locations of the future locations are unknown. Actual quantities may increase or decrease from the bid proposals. Work orders will be issued to identify locations and quantities. The contract will be awarded to the lowest responsible bidder based on the quantities and unit prices in the bid proposal. The awarded contract will be the Village's budgeted amount. Payment for work performed will be based on measured quantities multiplied by the contract unit prices.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:

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- a. Contract Document Number SAN-10-01 for FY 2010 Sewer Televising and Cleaning, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number SAN-10-01 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: 8/11/09

- 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 the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
 3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract by May 31, 2010. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted 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 to the Contractor under 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 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, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 21st day of August, 2009.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

United Septic, Inc.

Print Company Name

Individual or Partnership _____ Corporation

Accepted this 21st day of August; 2009.

By [Signature]
 By Joseph P. McManey

President Position/Title
Secretary Position/Title

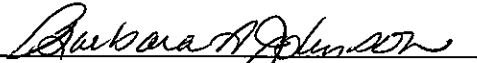
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20th day of August, 2009.



William J. Mueller, Village President

Attest:



Brigitte O'Brien, Village Clerk



Western Surety Company

PERFORMANCE BOND

Bond Number: 70781604

KNOW ALL PERSONS BY THESE PRESENTS, That we United Septic, Inc.
 _____ of
1327 W. Beecher Rd., Bristol, IL 60512, hereinafter
 referred to as the Principal, and _____ Western Surety Company
 _____,
 as Surety, are held and firmly bound unto Village of Lombard

 of 1051 S. Hammerschmidt Ave., Lombard, IL 60148, hereinafter
 referred to as the Oblige, in the sum of Ninety-Nine Thousand One Hundred Eighty-One and
60/100
 Dollars (\$ 99,181.60). for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 24th day of Aug.,
2009, for FY2010 Sewer Televising & Cleaning

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
 the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
 and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction
 in the location in which the work or part of the work is located and shall be instituted within two years after
 Contractor Default or within two years after the Contractor ceased working or within two years after the Surety
 refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this
 Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
 jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
 Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 21st day of August, 2009.

United Septic, Inc.

 (Principal)
 By [Signature] (Seal)

Western Surety Company

 (Surety)
 By [Signature] (Seal)
 HEATHER E GRIBBLE Attorney-in-F





Western Surety Company

PAYMENT BOND

Bond Number: 70781604

KNOW ALL PERSONS BY THESE PRESENTS, That we United Septic, Inc.

_____ of
1327 W. Beecher Rd., Bristol, IL 60512

referred to as the Principal, and Western Surety Company

as Surety, are held and firmly bound unto Village of Lombard

of 1051 S. Hammerschmidt Ave., Lombard, IL 60148, hereinafter

referred to as the Obligee, in the sum of Ninety-Nine Thousand One Hundred Eighty-One and 60/100

Dollars (\$99,181.60), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 24th day of Aug.,
2009, for FY2010 Sewer Televising & Cleaning

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 21st day of August, 2009

United Septic, Inc.
(Principal)

By [Signature] (Seal)

Western Surety Company
(Surety)

By [Signature] (Seal)
HEATHER E CRIBBLE Attorney-in-Fact

STATE OF Illinois }
COUNTY OF Kendall } ss

**ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)**

Bond No. 70781604

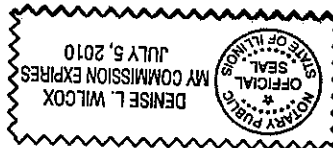
On this 24th day of Aug., 2009, before me, a notary public in and for said County, personally appeared HEATHER E GRIBBLE to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said HEATHER E GRIBBLE

acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Oswegg, Illinois, the day and year last above written.

My commission expires July 5, 2010

Denise L. Wilcox
Notary Public



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70781604

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint HEATHER E GRIBBLE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: United Septic, Inc.

Obligee: Village of Lombard

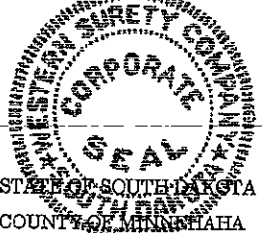
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 28, 2010, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 21st day of August, 2009.



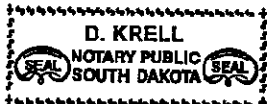
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of August, in the year 2009, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 21st day of August, 2009.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 MIDWEST COMMERCIAL SPECIALTIES
 502 BENT TREE COURT
 OSWEGO, IL 60543
 (630)554-8892 P#; (630)554-8860 F#

INSURED
 UNITED SEPTIC, INC. & GREASE BUSTERS, INC.
 1327 W. BEECHER RD.
 BRISTOL, IL 60512
 (630)553-7807 PHONE
 (630)553-3305 FAX #

DATE (MM/DD/YY)
 8-24-09

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.

- COMPANIES AFFORDING COVERAGE**
- COMPANY A SOCIETY INSURANCE COMPANY
 - COMPANY B
 - COMPANY C
 - COMPANY D

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNER'S & CONTRACTOR'S PROT	CRP 512543	6/30/00	6/30/10	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CAP 512544	6/30/09	6/30/10	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ **AGGREGATE \$
A	GARAGE LIABILITY ANY AUTO				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 SELF INSD RETENTION \$ 10,000
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	UXL 512546	6/30/09	6/30/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 SELF INSD RETENTION \$ 10,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL OTHER	WC 512545	6/30/09	6/30/10	X WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000

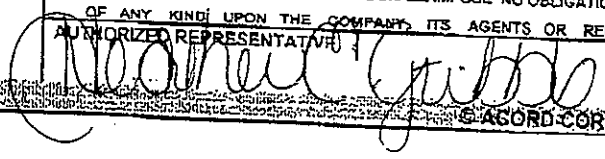
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Additional Insured-Village of Lombard and its officers, agents and employees.

CERTIFICATE HOLDER

VILLAGE OF LOMBARD
 1051 SOUTH HAMMERSCHMIDT AVENUE
 LOMBARD, IL 60148

CANCELLATION

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


 AUTHORIZED REPRESENTATIVE