

VILLAGE OF LOMBARD

CONTRACT BOND

Water Well Solutions Illinois
KNOW ALL MEN BY THESE PRESENTS, that we Division, LLC, a company organized under the laws of the State of Wisconsin and licensed to do business in the State of Illinois as Principal and Granite Re, Inc., a corporation organized and existing under the laws of the State of Oklahoma, 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 Twelve Thousand One Hundred Ninety-Seven & 50/100 dollars (\$ 212,197.50) 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:

2009 CIVIC CENTER RESERVOIR FACILITY PUMP & MOTOR REHABILITATION

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.

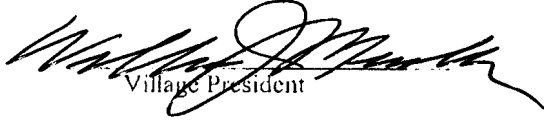
APPROVED this 3rd day of
September, 2009.

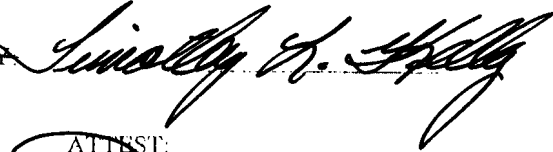
IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
15th day of September, 2009.

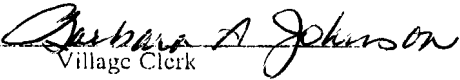
VILLAGE OF LOMBARD

PRINCIPAL:

Water Well Solutions Illinois Division, LLC

BY: 
Village President

BY: 

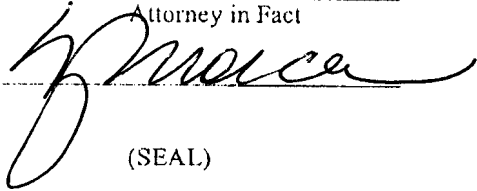
ATTEST:

Village Clerk

ATTEST:


SURETY: Granite Re, Inc.

BY: Attorney-in-Fact
(Title)

BY: Liz Mosca
Attorney in Fact

BY: 
(SEAL)

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year 20____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument, and acknowledge(s) to me that he executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year 20____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

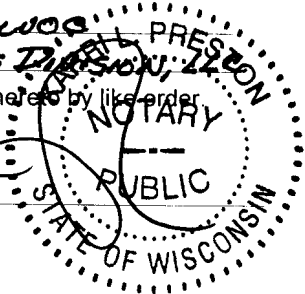
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of WISCONSIN }
County of WAUKESHA }

On this 17th day of SEPTEMBER, in the year 2009, before me personally come(s) TIMOTHY L. KELLY, to me known, who, being duly sworn, deposes and says that he resides in the City of OGDONOMONONG that he is the VICE PRESIDENT of the WATER WELL SOLUTIONS ILLINOIS DIVISION, LLC the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

Notary Public



ACKNOWLEDGMENT OF SURETY

State of Wisconsin }
County of St. Croix }

On this 15th day of September, in the year 2009, before me personally come(s) Liz Mosca

Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Hudson, WI that he/she is (are) the Attorney(s)-in-Fact of company Granite Re, Inc., the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

CONNIE S. SMITH
NOTARY PUBLIC
STATE OF WISCONSIN

Connie S. Smith
Notary Public 16-Jan-11

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; BRYAN JAY HUFT; LIZ MOSCA its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

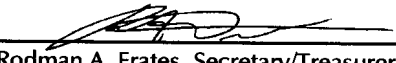
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; BRYAN JAY HUFT; LIZ MOSCA may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 2nd day of December, 2008.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Rodman A. Frates, Secretary/Treasurer

On this 2nd day of December, 2008, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission #: 00005708





Notary Public

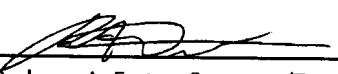
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
15th day of Sep 2009.





Rodman A. Frates, Secretary/Treasurer