

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER ENV-08-01A

This agreement is made this 7th 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 Anthem Excavation and Demolition, 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: 101 S. Main Street Remediation Stage 2: the work will include removing approximately 45 cubic yards of petroleum affected soils and restoration of the site. 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 ENV-08-01A for 101 S. Main Street Remediation Stage 2, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ENV-08-01A Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: April 24, 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 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 substantially complete work under this contract within 30 consecutive calendar

days from receiving the Notice to Proceed. 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 7th day of May, 2009.

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

Anthem Excavation + Demolition, Inc.

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 18 day of May, 2009.

By
 By

President
 Position/Title
Vice-President
 Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7th day of MAY, 2009.

William J. Mueller, Village President

Attest:

Brigitte O'Brien, Village Clerk

**VILLAGE OF LOMBARD
CONTRACT BOND**

#70724707

KNOW ALL MEN BY THESE PRESENTS, that we Anthem Excavation & Demolition, 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 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 Fourteen Thousand Nine Hundred Ninety Five & no/100----- dollars (\$ 14,995.00) 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 7, 2009, for the construction of the work designated:

101 S. Main Street Remediation Stage 2

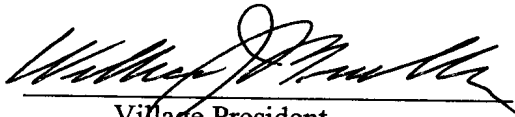
in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, 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 7 day of
MAY, 2009.

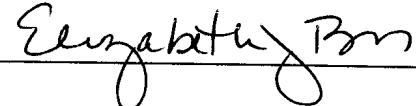
VILLAGE OF LOMBARD


BY: 
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
22nd day of May, 2009.

PRINCIPAL:
Anthem Excavation & Demolition, Inc.

BY: 

ATTEST:


SURETY: Western Surety Company

BY: John D. Weisbrot, Attorney-In-Fact
(Title)

BY: 
Attorney in Fact

BY: 

(SEAL)

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

Elizabeth Bos, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

Anthem Excavation & Demolition, Inc., having submitted a proposal for:
(Name of Company)

101 S. Main Street Remediation Stage 2 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.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

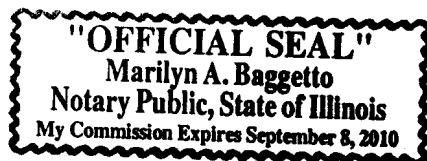
4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: Elizabeth Bos
Authorized Agent of Contractor

Subscribed and sworn to
before me this 26
day of MAY, 2009.

Marilyn A. Baggetto
Notary Public



POWER OF ATTORNEY

Know All Men by These Presents:

(Irrevocable)

No. SP-

43383718

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TWO 2 authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
JOHN D WEISBROT	PATRICIA A TINSMAN
VOID-VOID-VOID	VOID-VOID-VOID
VOID-VOID-VOID	VOID-VOID-VOID
VOID-VOID-VOID	VOID-VOID-VOID
VOID-VOID-VOID	VOID-VOID-VOID

in the City of PIPERSVILLE, State of PENNSYLVANIA, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

ONE SURETY BOND, UNDERTAKING, OR OTHER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT EXCEEDING ONE MILLION AND NO/100 DOLLARS (1,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

APRIL 30 2014, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "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."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Senior Vice President with its corporate seal affixed this 11th day of December, 2006.

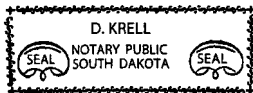
WESTERN SURETY COMPANY

By

Paul T. Bruflat
Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss.

On this 11th day of December, in the year 2006, before me, a Notary Public, personally appeared Paul T. Bruflat, who being by 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 By-Laws 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 the seal of Western Surety Company this 11th day of May, 2009

WESTERN SURETY COMPANY

By

Paul T. Bruflat
Senior Vice President

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Condition and Affairs
December 31, 2008
Unaudited
ASSETS

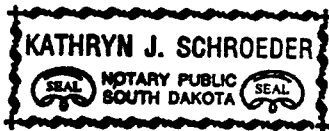
Bonds	\$1,008,502,414
Stocks	20,960,267
Cash and short-term investments	73,631,995
Uncollected premiums and agents' balances	36,880,707
Amounts recoverable from reinsurers	3,378,807
Funds held by or deposited with reinsured companies	29,505,820
Net deferred tax asset	19,970,930
Electronic data processing equipment and software	1,806,700
Investment income due and accrued	13,053,922
Other assets	<u>1,901,307</u>
Total Assets	<u><u>\$1,209,592,869</u></u>

LIABILITIES AND SURPLUS

Losses	\$257,306,815
Loss adjustment expense	71,399,288
Contingent and other commissions payable	6,015,130
Other expense	31,615,064
Taxes, licenses and fees	2,424,229
Federal and foreign income taxes payable	2,078,327
Unearned premiums	251,722,105
Retroactive reinsurance reserve assumed	11,063,519
Other liabilities	<u>21,330,970</u>
Total Liabilities	654,955,447

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	<u>374,202,190</u>
Surplus as regards policyholders	\$554,637,422
Total Liabilities and Capital	<u><u>\$1,209,592,869</u></u>

I, Phillip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2008, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Phillip E. Lundy
Vice President, Treasurer

Subscribed and sworn to me this 19 day of February, 2009.

My commission expires:

KATHRYN J. SCHROEDER
My Commission Expires 7-21-2009

Kathryn J. Schroeder
Notary Public