

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER PWU-0801

This agreement is made this 5th day of June, 2008, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Midwest Well Services, Inc (hereinafter referred to as the "Contractor") and their respective successors. dba: Municipal Well and Pump

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:

Repairs to Wells #8, 10 & 11 to include removal, inspection, repairs and reinstallation of well equipment such as but not limited to, well pump and motor, column pipe, check valves and electrical cable. Televise wells and, bail as needed to restore depth. Provide testing of equipment, well and documentation in an amount not to exceed \$310,609.50

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 WA-0801 for Repairs to Wells #8, 10 & 11, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number WA-0801 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: May 23, 2008
 - 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 on or before December 1, 2008. 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 5th day of June, 2008.

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

Midwest Well Services, Inc. dba: Municipal Well and Pump
Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 5th day of June, 2008.

By Donald W. Rens President
Position/Title

By _____
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of June, 2008.

William J. Muehler
 William J. Muehler, Village President

Attest:

Brigitte O'Brien
 Brigitte O'Brien, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Midwest Well Services, Inc. dba
Municipal Well & Pump, 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 Three Hundred Ten Thousand Six Hundred Nine and 50/100 dollars (\$310,609.50) 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 April 19, 2007, for the construction of the work designated;

Repairs to Wells #8, 10 & 11

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.

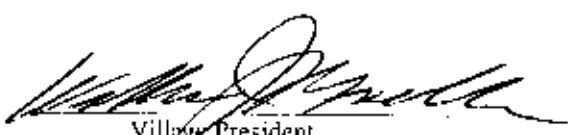
NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery 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.

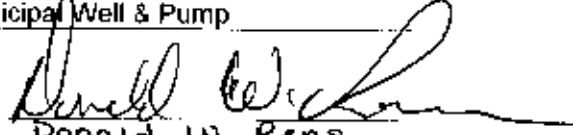
APPROVED this 5th day of June, 2008.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 5 day of June, 2008.

VILLAGE OF LOMBARD

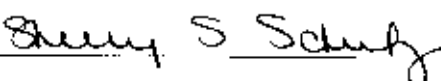
PRINCIPAL:
Midwest Well Services, Inc. dba
Municipal Well & Pump

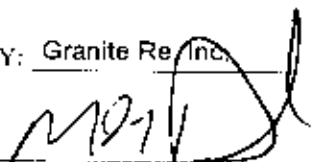
BY: 
Village President

BY: 
Donald W Rens

ATTEST:

Village Clerk

ATTEST:


SURETY: Granite Re Inc.
BY: 
Michael J. Douglas (Title) Attorney-in-Fact

BY: _____
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 Dodge }

On this 5th day of June, in the year 2008, before me personally
come(s) Donald W. Rens
to me known, who, being duly sworn, deposes and says that he resides in the City of Waupun
that he is the President of the Midwest Well Services, Inc. dba Municipal Well and Pump
the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

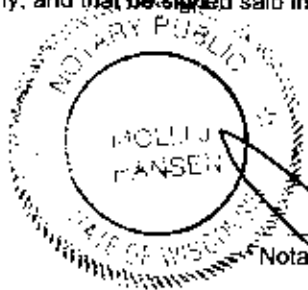
Shelly S. Schuch
Notary Public 6-May-12

ACKNOWLEDGMENT OF SURETY

State of Wisconsin
County of St. Croix }

On this 5th day of June, in the year 2008, before me personally
come(s) Michael J. Douglas

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.



Notary Public

16 Nov-08

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; LIZ MOSCA; LISA FLIPP 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; LIZ MOSCA; LISA FLIPP 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 15th day of May, 2008.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Rodman A. Frates, Secretary/Treasurer

On this 15th day of May, 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

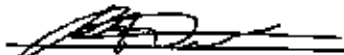
GRANITE RE, INC.
Certificate

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
5th day of Jun, 2008 .





Rodman A. Frates, Secretary/Treasurer

VILLAGE OF LOMBARD

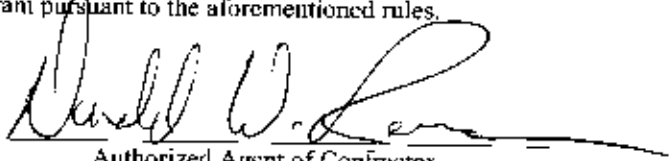
CONTRACTOR'S CERTIFICATION

Donald W Rens _____, having been first duly sworn deposed and states as follows:
(Officer or Owner of Company)

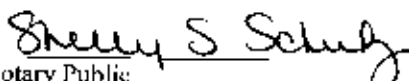
Midwest Well Services, Inc.
dba: Municipal Well and Pump, having submitted a proposal for:
(Name of Company)

Repairs to Wells #8, 10 & 11 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 5th
day of June, 2008.


Notary Public



MUNICIPAL WELL & PUMP

Letter of Transmittal

Date: 5/30/2008 Job No.
 Job Name: Village of Lombard
 Re: Repairs to Wells #8, #10 and #11

To: Lombard, Village Of Dept Of Public Works
 Angela Podesta
 255 E. Wilson Avenue
 Lombard IL 60148-

Sent Via: US Mail Hand Delivered
 UPS
 Fed Ex Facsimile #
 Total Pages

WE ARE SENDING YOU:

- Shop Drawings Prints Plans Specifications
 Payment Requested Change Order Samples Attached

Item #	Date	Copies	Description
1	6/5/2008	3	Contract Document PWU-0801 - Village of Lombard - with executed Bonds
2		1	Certificate of Insurance

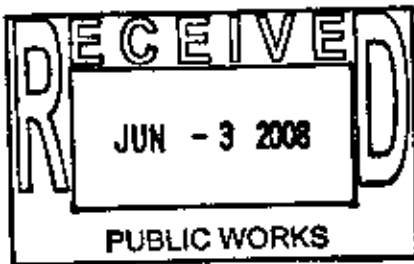
THESE ARE BEING TRANSMITTED as checked below:

- For Approval Approved As Submitted Revise And Submit
 For Your Use Approved As Noted For Approval And Signature
 As Requested Returned For Corrections For Bids Due
 For Review And Comment Make Corrections Note

REMARKS:

Please find the attached signed contracts for signature. Please return an executed copy for our records. Thank you.

Copies To:



Signed:

Shelly Schulz, Office Manager

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TJ
MIDWE10

DATE (MM/DD/YYYY)
05/29/08

PRODUCER The Murphy Insurance Group 251 Progress Way Suite 300 Waunakee WI 53597-2520 Phone: 608-849-6873 Fax: 608-849-6871		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.	
INSURED Municipal Well & Pump and Midwest Well Services, Inc. Pumpstation Professionals P.O. Box 311 Waupun WI 53963		INSURERS AFFORDING COVERAGE	NAIC # 24414
		INSURER A: General Casualty Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC	WCX 0623124	06/01/08	06/01/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 Emp Ben. 1000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	WBA 0623121	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	X	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	WCU 0623122	06/01/08	06/01/09	EACH OCCURRENCE \$ AGGREGATE \$ 5000000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC 0623124	06/01/08	06/01/09	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		OTHER Builders Risk	WCX 0623124	06/01/08	06/01/09	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Village of Lombard, its officers, agents, employees, representatives and assigns are listed as additional insured on the general liability coverage, this includes the umbrella coverage by way of underlying policy on a primary & non-contributory basis where required by contract. There is also a waiver of subrogation on the workers compensation in favor of the holder.

CERTIFICATE HOLDER

CANCELLATION

VILL-4

Village of Lombard
255 E. Wilson Avenue
Lombard IL 60148

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

AUTHORIZED REPRESENTATIVE

Michelle M. Blang