

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER ST-10-06

This agreement is made this 18th day of March 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and ALamp Concrete Contractors 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:

Westmore-Meyers/Roosevelt Rd CDBG Sidewalk Project - construction of new sidewalk along the east side of Westmore-Meyers Road from Roosevelt Road to Kufrin Way (approximately 815 feet) and on the north side of Roosevelt Road from Westmore Meyers Road to Luther Avenue (approximately 679 feet), in the Village of Lombard. The scope of the work includes sidewalk removal, earth excavation, sidewalk construction, concrete curb & gutter removal and replacement, driveway reconstruction, storm sewer construction, adjustment of drainage structures, parkway restoration, and other incidental and miscellaneous items of work in accordance with the Plans, Standard Specifications, and these Special Provisions. All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Baxter & Woodman, Inc. Consulting Engineers.

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 ST-10-06 for Westmore-Meyers/Roosevelt Rd CDBG Sidewalk Project, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-10-06 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: February 26, 2010
 - c. Addendum Dated: February 19, 2010
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. Executed Bidder's Certification Form.

MAR 31 2010

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 within 25 working days from the date of the Notice to Proceed (25 working days to substantial completion with 5 working days for punch list work). 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 18th day of March 2010.

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

A Lamp Concrete Contractors Inc
Print Company Name

Individual or Partnership _____ Corporation

Accepted this 18TH day of MARCH, 2010.

By Adele Lampignano
By _____

President
Position/Title
Vice President
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18TH day of MARCH, 2010.

William J. Mueller
William J. Mueller, Village President

Attest:

Brigitte O'Brien
Brigitte O'Brien, Village Clerk

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Bond No. 1935809

**VILLAGE OF LOMBARD
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we A. Lamp Concrete Contractors, 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 The Hanover Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, 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 Ninety-Two Thousand, Three Hundred Sixty-Eight and no/100 dollars (\$ 92,368.00) 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 March 18, 2010, for the construction of the work designated:

Westmore-Meyers/Roosevelt Rd CDBG Sidewalk Project

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 18TH day of
MARCH, 2010.


IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
29th day of March, 2010.

VILLAGE OF LOMBARD

PRINCIPAL:

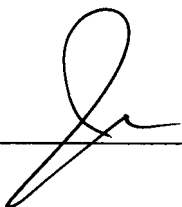
A. Lamp Concrete Contractors, Inc.

BY: 
Village President

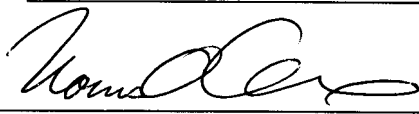
BY: 

ATTEST:

Village Clerk

ATTEST:


SURETY: The Hanover Insurance Company

BY: 
(Title)

BY: Thomas O. Chambers
Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

ALamp Concrete Contractors Inc, having submitted a proposal for:
(Name of Company)

Westmore-Meyers/Roosevelt Rd CDBG Sidewalk Project 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.

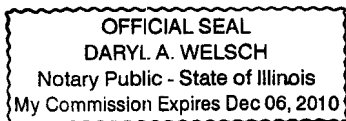
4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: Adele Lampignano
Authorized Agent of Contractor

Subscribed and sworn to
before me this 29
day of March, 2010.

Daryl A. Welsh
Notary Public



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Thomas O. Chambers, Kimberly S. Rasch and/or Todd Schaap

of **Racine, WI** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizes, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizes, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **6th** day of **April, 2009**.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson

Mary Jeanne Anderson, Vice President

Robert K. Grennan

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH
OF MASSACHUSETTS)
COUNTY OF WORCESTER)

) ss.

On this **6th** day of **April, 2009**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)


GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 29th day of March 2010 .

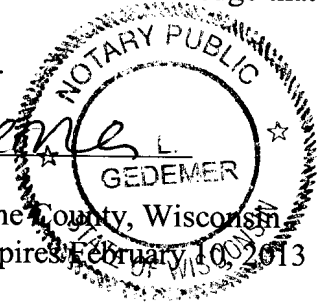
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President

STATE OF WISCONSIN)
)
COUNTY OF RACINE)

ON THIS 29th day of March, 2010, before me, a notary public,
within and for said County and State, personally appeared **Thomas O. Chambers** to me
personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of
and for the **THE HANOVER INSURANCE COMPANY**, a corporation of
NEW HAMPSHIRE, created, organized and existing under and by virtue of the laws of the
State of NEW HAMPSHIRE; that the corporate seal affixed to the foregoing within instrument
is the seal of the said Company; that the seal was affixed and the said instrument was executed
by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that
he executed the said instrument as the free act and deed of said Company.


L. Gedemer
Notary Public, Racine County, Wisconsin
My Commission Expires February 10, 2013





MAR 31 2010

Letting Date: 2/26/2010 Item No.: _____
Contract No.: ST-10-06-SW
Route: WESTMORE-MEYER/ROOSEVELT RD
Section: _____
Job No.: 21015
County: DUPAGE

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

A LAMP CONCRETE CONTRACTORS INC.
Contractor/Subcontractor

ADELE LAMPIGNANO
Name of Authorized Representative (type or print)

PRESIDENT
Title of Authorized Representative (type or print)

Adele Lampugnano
Signature of Authorized Representative

3/26/10
Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 3/29/2010

PRODUCER
 TIM M OHM (03720)
 245 S GARY AVE
 CAROL STREAM, IL 60188-0000
 630-668-4518 FAX: 630-668-1395

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 2971527
 A LAMP CONCRETE / CONTRACTORS INC
 800 W IRVING PARK RD
 SCHAUMBURG, IL 601930000

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	COUNTRY Mutual Insurance Company	
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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AB2206031	2/5/2010	2/5/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AV2206031	2/5/2010	2/5/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ \$10,000	AU2206031	2/5/2010	2/5/2011	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> No If yes, describe under SPECIAL PROVISIONS below <input checked="" type="checkbox"/> Yes	AW2206031	2/5/2010	2/5/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		OTHER					

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

JOB NAME:
 WESTMORE-MEYERS/ROOSEVELT ROAD CDBG SIDEWALKT PROJECT
 CONTRACT #ST-10-06 SW
 (CONTINUED)

CERTIFICATE HOLDER

VILLAGE OF LOMBARD
 1051 S. HAMMERSCHMIDT AVENUE
 LOMBARD, IL 60148

CANCELLATION

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

Douglas M Bava

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 3/29/2010

PRODUCER
TIM M OHM (03720)
245 S GARY AVE
CAROL STREAM, IL 60188-0000
630-668-4518 FAX: 630-668-1395

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INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	COUNTRY Mutual Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

INSURED 2971527
A LAMP CONCRETE / CONTRACTORS INC
800 W IRVING PARK RD
SCHAUMBURG, IL 601930000

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

ADDITIONAL INSURED(S):
VILLAGE OF LOMBARD AND ITS OFFICERS, AGENTS AND EMPLOYEES

BAXTER & WOODMAN, INC.
8840 W. 192ND STREET
MOKENA, IL 60448

WORKERS COMPENSATION EXCLUSIONS:
PROPRIETOR, PARTNER(S), EXECUTIVE OFFICER(S), MEMBERS(S) IS/ARE EXCLUDED ON WORKERS COMPENSATION BY ENDORSEMENT.

CERTIFICATE HOLDER

VILLAGE OF LOMBARD
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, IL 60148

CANCELLATION

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AUTHORIZED REPRESENTATIVE

