

**VILLAGE OF LOMBARD**  
**CONTRACT BOND**  
BOND NO. 2516168

KNOW ALL MEN BY THESE PRESENTS, that we Hoerr Construction 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 West Bend Mutual Insurance Company,  
a corporation organized and existing under the laws of the State of Wisconsin,  
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  
One Hundred Five Thousand Eight Hundred Fifty-Nine & 26/100--- dollars (\$ 105,859.26 )  
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 7, 2022, for the construction of the work  
designated:

RM PROG 11 (FY22) Contract Extension of RFB 2021-01-27 Sewer Lining

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 7th day of April, 2022.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 7th day of April, 2022.

VILLAGE OF LOMBARD

PRINCIPAL:

Hoerr Construction Inc

BY: [Signature]  
Village President

BY: [Signature]

ATTEST:

ATTEST:

[Signature]  
Village Clerk

[Signature]

SURETY: West Bend Mutual Insurance Company

BY: Blake E Allison, Attorney-in-Fact  
(Title)

BY: [Signature]  
Attorney in Fact

BY: [Signature]  
Catherine L Ater, Customer Service Representative

(SEAL)

State of Illinois

} ss:

County of Macon

On 7th day of April, 2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*Catherine L. Ates*

(Notary Public)





POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Blake E Allison

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 7th day of April, 2022.



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.