

**VILLAGE OF LOMBARD
CONTRACT BOND**

Bond No. B10 032 914

KNOW ALL MEN BY THESE PRESENTS, that we Omega III LLC, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Aegis Security Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, 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 Seven Thousand Seven Hundred Fifty and 00/100 dollars (\$ 107,750.00) 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 June 29, 2018, for the construction of the work designated:

Central Reservoir Demolition

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 29th day of June, 2018.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 10th day of July, 2018.

VILLAGE OF LOMBARD

PRINCIPAL:

Omega III LLC
31W566 Spaulding Road, Elgin, IL 60120

BY: [Signature]
Keith Giagnorio, Village President

BY: [Signature]
General Manager

ATTEST:
[Signature]
Sharon Kuderna, Village Clerk

ATTEST:
[Signature]

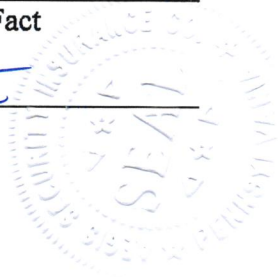
SURETY: Aegis Security Insurance Company
4507 North Front Street, Suite 200, Harrisburg, PA 17110

BY: [Signature]
(Title)

BY: Richard V. Dobbs, Jr.
Attorney in Fact

BY: [Signature]
Erika Brett, Witness

(SEAL)



STATE OF ILLINOIS
DEPARTMENT OF INSURANCE



WHEREAS,

AEGIS SECURITY INSURANCE COMPANY

located at
Harrisburg, Pennsylvania

has complied with all the requirements of the "*Illinois Insurance Code*" applicable to said Company:

NOW, THEREFORE, I the undersigned, Director of Insurance of the State of Illinois, do hereby authorize the said Company to transact its appropriate business as set forth under clause(s)

(a),(b),(c),(e),(f),(g),(h),(i),(j) of Class 2
(a),(b),(c),(d),(e),(f),(g),(h) of Class 3

of Section 4 of the "*Illinois Insurance Code*" in this State in accordance with the laws thereof, until the 1st day of July, 2015.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed this Seal.

Done at the City of Springfield, this 1st day of July, 2014.

Andrew Boron
Andrew Boron
Director of Insurance

mms

965983-51

**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **SCOTT MAHORSKY, CHRISTINE A. HARTUNG, RICHARD V. DOBBS, JR., KIMBERLY G. RIVELY**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-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 an 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 facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 8th day of March, 2018.

AEGIS SECURITY INSURANCE COMPANY

By:

W. J. Wollyung III



W. J. WOLLYUNG, III
President

Commonwealth of Pennsylvania }
 } s.s.: Harrisburg
County of Dauphin }

On this 8th day of March, 2018, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jeanne LP Tennis

JEANNE LP TENNIS
Notary Public
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 10th day of July, 2018

Rebecca J. Liddick

REBECCA J. LIDDICK
Secretary



Aegis Security Insurance Company

Statements of Admitted Assets, Liabilities and Capital and Surplus - Statutory Basis

| | As of December 31, | |
|---|--------------------|----------------|
| | 2017 | 2016 |
| Admitted Assets | | |
| Bonds | \$ 59,413,126 | \$ 50,929,359 |
| Preferred stocks | 559,219 | 446,212 |
| Common stocks - unaffiliated | 10,130,928 | 8,406,062 |
| Common stocks - affiliate | 17,834,418 | 16,949,467 |
| Cash, cash equivalents and short-term investments | 16,847,253 | 12,732,874 |
| Other invested assets | 3,750,000 | 3,750,000 |
| | 108,534,944 | 93,213,974 |
| Total cash, cash equivalents and invested assets | | |
| Accrued investment income | 537,640 | 482,598 |
| Premium receivable and agent balances due | 27,517,072 | 26,115,723 |
| Reinsurance recoverable on paid losses | 4,649,361 | 3,450,058 |
| Federal income tax receivable | 1,184,982 | 467,965 |
| Net admitted deferred tax asset | 2,831,492 | 3,665,301 |
| Other assets | - | 35,311 |
| Receivable from parent, subsidiaries and affiliates | 3,423,309 | 6,700 |
| Total assets | \$ 148,678,800 | \$ 127,437,630 |
| Liabilities, Capital and Surplus | | |
| Liabilities: | | |
| Losses and LAE | \$ 25,724,886 | \$ 23,278,093 |
| Reinsurance payable on paid loss and LAE | 88,380 | 345,036 |
| Unearned premiums | 50,735,681 | 32,215,782 |
| Commissions payable | 1,458,140 | 868,762 |
| Accounts payable and accrued expenses | 658,479 | 520,097 |
| Taxes, licenses and fees payable | 1,073,568 | 806,060 |
| Ceded reinsurance premiums payable | 10,838,092 | 9,283,899 |
| Funds held under reinsurance treaties | - | 2,346 |
| Amounts withheld for account of others | 3,493,569 | 4,570,068 |
| Payable for securities | 869,437 | 7,422 |
| Total liabilities | 94,940,232 | 71,897,565 |
| Capital and surplus: | | |
| Common stock, par value \$1.40 per share; 5,000,000 shares authorized; 3,000,000 issued and outstanding | 4,200,000 | 4,200,000 |
| Paid-in surplus | 5,266,827 | 5,266,827 |
| Unassigned surplus | 44,271,741 | 46,073,238 |
| Total capital and surplus | 53,738,568 | 55,540,065 |
| Total liabilities, capital and surplus | \$ 148,678,800 | \$ 127,437,630 |





OMEGIII-01

LRDRIGUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

| | |
|---|--|
| PRODUCER Corkill Insurance Agency, Inc. 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007 | CONTACT NAME: PHONE (A/C, No. Ext): (847) 758-1000 FAX (A/C, No.): (847) 758-1200 E-MAIL ADDRESS: certs@corkillinsurance.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Allied World Assurance Co (US) | NAIC # 19489 |
| INSURER B : Pekin Insurance Company | 24228 |
| INSURER C : Tokio Marine Specialty Ins Co | 23850 |
| INSURER D : AmGUARD Insurance Company | 42390 |
| INSURER E : RSUI Indemnity Company | 22314 |
| INSURER F : | |

INSURED

 Omega III LLC
 31W566 Spaulding Rd
 Elgin, IL 60120
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | X | | 0311-2276 | 03/06/2018 | 03/06/2019 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input type="checkbox"/> | | | | | | MED EXP (Any one person) \$ |
| | <input type="checkbox"/> | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | <input type="checkbox"/> | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | <input type="checkbox"/> | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | <input type="checkbox"/> | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | 00P725216 | 02/19/2018 | 02/19/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ 1,000,000 |
| | <input type="checkbox"/> | | | | | | PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| | <input type="checkbox"/> | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | PUB620070 | 03/06/2018 | 03/06/2019 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | R2WC914771 | 02/01/2018 | 02/01/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> N | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Excess Liability | | | NHA082329 | 03/06/2018 | 03/06/2019 | Limit \$ 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job 18-011

The Village of Lombard, its officers, agents and employees are primary and non-contributory additional insureds on the general liability as required by written contract. "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction".

CERTIFICATE HOLDER**CANCELLATION**
 Village of Lombard
 255 E Wilson Ave
 Lombard, IL 60148

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Scheduled Railroad: | Designated Job Site: |
|------------------------------------|---|
| Where required by written contract | Any Railroad where required under written contract provided the contract was executed prior to an occurrence. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

AGENCY CUSTOMER ID: OMEGIII-01

LOC #: N/A



ADDITIONAL REMARKS SCHEDULE

Page of

| | | | |
|---|-----------|---|--|
| AGENCY Corkill Insurance Agency, Inc. | | NAMED INSURED Omega III LLC 31W566 Spaulding Road Elgin IL 60120 | |
| POLICY NUMBER See Certificate of Insurance | | EFFECTIVE DATE: See Certificate of Insurance | |
| CARRIER See Certificate of Insurance | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 101 2008/01 FORM TITLE: *Cancellation Notice*

A 30 days notice of cancellation applies

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or agreement.