

**CONTRACT
CITY OF PEORIA**

Bond # 2145814

1. This Agreement, made and entered into this 10th day of June, 2014, by and between the City of Peoria, an Illinois Municipal Corporation, known as the Party of the First Part, and Hoerr Construction, Inc., his/their executors, administrators, successors or assigns, known as the Party of the Second Part.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of the Second Part agrees with said Party of the First Part, at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all the terms of this Agreement and the requirements of the Engineer under it.

IT IS UNDERSTOOD AND AGREED that the Specifications and the Plans for the REPAIR AND MODIFICATION OF CITY OF PEORIA DESIGN AREA 1 SEWERS, CIPP MANHOLE TO MANHOLE, PROJECT 12, in the City of Peoria, Illinois, dated March, 2014, are all essential documents of this Contract and are a part thereof.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

THE CITY OF PEORIA

PARTY OF THE SECOND PART

BY: _____
City Manager

Hoerr Construction, Inc.
BY:  _____

ATTEST: _____
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

Bond # 2145814

CITY OF PEORIA; PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, of Hoerr Construction, Inc., a corporation organized under the laws of 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 held and firmly bound unto the City of Peoria, Peoria County, State of Illinois, in the penal sum of Five Hundred and Forty Thousand, Seven Hundred and Fifty Nine Dollars and Zero Cents (\$540,759.00) lawful money of the United States, well and truly to be paid unto said City of Peoria for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITIONS OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has entered into a contract with the City of Peoria for the REPAIR AND MODIFICATION OF CITY OF PEORIA DESIGN AREA 1 SEWERS, CIPP MANHOLE TO MANHOLE, PROJECT 12, in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFOR, the condition of this obligation is such, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse the City of Peoria, all loss and damage which it may sustain by reason of the failure or default on the part of the Principal so to do, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 13th day of May, 2014.

**FOR THE CITY OF PEORIA
EXAMINED AND APPROVED:**

Corporation Counsel

HOERR CONSTRUCTION, INC.

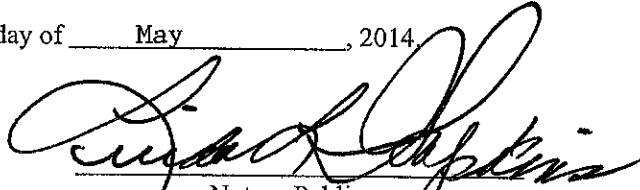
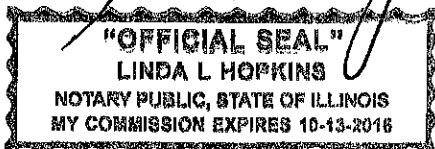
Max P Hoerr II ^{Principal} President
WEST BEND MUTUAL INSURANCE COMPANY

Ronald A Koopman ^{Sureties}
BY Ronald A Koopman Attorney in Fact

STATE OF Illinois)
) SS
COUNTY OF Macon)

I, Linda L Hopkins, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ronald A Koopman, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for West Bend Mutual Insurance Company, appeared before me this day in person and acknowledged that he signed the name of West Bend Mutual Insurance Company, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by his said Principal.

Given under my hand and Notarial Seal, this 13th day of May, 2014.


Notary Public




2145814

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:

RONALD A KOOPMAN

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: Seven Million Dollars (\$7,000,000)

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 1st day of March, 2009.

Attest

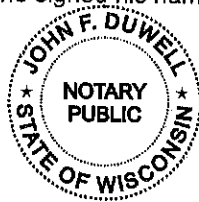
James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 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 it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
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 13 day of May, 2014



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer