

UNOFFICIAL COPY



1213554003

Performance & Payment Bonds
Wal-Mart #2430-00
Chicago (Back of Yards), IL

Doc#: 1213554003 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/14/2012 02:10 PM Pg: 1 of 9

Return to: International Contractors, Inc.
977 S. Route 83
Elmhurst, IL 60126

Payment & Performance bond between International Contractors, Inc. (Principal), Western Surety Company (Surety) and Wal-Mart Stores, Inc. (Obligee). For property located at: 1424 W. 47th Street, Chicago, IL

Legal Description

PARCEL 1:

THE EAST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. EXCEPTING FROM ABOVE DESCRIBED PARCEL OF LAND THOSE PARTS THEREOF TAKEN OR USED FOR STREET PURPOSES AS PER DOCUMENT NO. 907217

PARCEL 2:

LOTS 31 THROUGH 38 IN BLOCK 2 IN S.E. GROSS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS: 20-05-309-030-0000
20-05-309-031-0000
20-05-309-032-0000
20-05-309-033-0000
20-05-309-034-0000
20-05-309-035-0000
20-05-309-036-0000
20-05-309-037-0000
20-05-310-002-0000
20-05-310-003-0000

UNOFFICIAL COPY

Bond No. 929550926

PERFORMANCE BOND
Exhibit "A" to the General Conditions

KNOW ALL MEN BY THESE PRESENTS, That International Contractors, Inc.

(hereinafter called the "Principal"), as Principal and Western Surety Company
_____, a corporation, duly authorized to do business in
Illinois (project state) (hereinafter called the "Surety"), are held and
firmly bound unto WAL-MART STORES, INC. (hereinafter called the "Obligee"), and its
representatives, successors and assigns, in the sum of
two million seven hundred eighty eight thousand Dollars (\$ 2,788,653) for the
Six hundred fifty three payment of which sum well and truly to be made the said Principal and Surety bind themselves,
and their respective heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has been awarded a contract with Obligee for Wal-Mart Store #24309-00
(Chicago, IL) _____ (hereinafter called the "Contract") and
which Contract is hereby referred to and incorporated by express reference as if fully set forth
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound
Principal shall well and truly perform all the work, undertakings, covenants, terms, conditions,
and agreements of said Contract within the time provided therein and any extensions thereof
that may be granted by Obligee, and during the life of any maintenance obligation, guaranty or
warranty required under said Contract, and shall also well and truly perform all the
undertakings, covenants, terms, conditions, and agreements of any and all modifications of said
Contract that may hereafter be made, and shall indemnify and save harmless said Obligee of
and from any and all loss, damage, and expense, including costs and attorneys' fees, which the
said Obligee may sustain by reason of Principal's failure to do so, then this obligation shall be
null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, waiver,
or other modification of the terms of either the said Contract or in the said work to be
performed, or in the specifications, or in the plans, or in the Contract documents, or any
forbearance on the part of either the Obligee or Surety to the other, shall in any way affect said
Surety's obligation on this Bond, and said Surety does hereby waive notice of any such changes,
extensions of time, alterations, additions, omissions, waivers, or other modifications.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that
they are duly authorized to bind the Principal and Surety, respectively.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this 7th day of May, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: International Contractors, Inc.

By: Randall A Bronge VP

Title: Vice President (Randall A Bronge)

977 S. Route 83, Elmhurst, IL 60126
(Principal's Address)

mlay
Witness Michael A. Bronge

Or Secretary's Attest

[SEAL]

SURETY: Western Surety Company

By: Ila Delman
Ila Delman

Title: Attorney-in-fact

P. O. Box 5077, Sioux Falls, SD 57117-5077
(Surety's Address)

Witness:
Kimberly Bragg
Or Secretary's Attest Kimberly Bragg

[SEAL]

Attach Power of Attorney if executed by attorney-in-fact on behalf of Surety

UNOFFICIAL COPY

PAYMENT BOND

Bond No. 929550926

Exhibit "B" to the General Conditions

KNOW ALL MEN BY THESE PRESENTS, That International Contractors, Inc.
 _____ (hereinafter called the "Principal"), as Principal and _____
Western Surety Company, a corporation, duly
 authorized to do business in Illinois (project state), (hereinafter called
 the "Surety"), are held and firmly bound unto WAL-MART STORES, INC. (hereinafter called the
 "Obligee"), and its representatives, successors and assigns, in the sum of
 two million seven hundred eighty eight thousand _____ Dollars (2,788,653) for the payment
 of which ~~the~~ ^{it} well and truly to be made the said Principal and Surety bind themselves, and their
 respective heirs, administrators, executors, successors and assigns jointly and severally, firmly
 by these presents.

WHEREAS, the Principal has been awarded a contract with Obligee for Wal-Mart Store #
2430-00 (Chicago, IL) (hereinafter called the
 "Contract") and which Contract is hereby referred to and incorporated by express reference as
 if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
 promptly make payment in full to all persons or entities supplying labor, material, supplies,
 services, utilities and equipment in the prosecution of the work provided for in said Contract
 and any and all modifications of said Contract that may hereafter be made, and shall indemnify
 and save harmless said Obligee of and from any and all loss, damage, and expense, including
 costs and attorneys' fees, which the said Obligee may sustain by reason of Principal's failure to
 do so, then this obligation shall be null and void; otherwise it shall remain in full force and
 effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, waiver,
 or other modification of the terms of either the said Contract or in the said work to be
 performed, or in the specifications, or in the plans, or in the Contract documents, or any
 forbearance on the part of either the Obligee or Principal to the other, shall in any way affect its
 obligation on this Bond, and Surety does hereby waive notice of any such changes, extensions
 of time, alterations, additions, omissions, waivers, or other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all
 persons or entities as supplying labor, material, supplies, services, utilities and equipment in the
 prosecution of the work provided for in said Contract, as well as to the Obligee, and that any of
 such persons or entities may maintain independent actions upon this Bond in the name of the
 person or entities bringing any such action.

The parties executing this Bond on behalf of Principal and Surety represent and warrant that
 they are duly authorized to bind the Principal and Surety, respectively.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several
 seals this 7th day of May, 2012 the name and corporate seal of each corporate

UNOFFICIAL COPY

party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: International Contractors, Inc.

By: *Randall A. Bronge VP*

Title: Vice President (Randall A. Bronge)

977 S. Route 83, Elmhurst, IL 60126
(Principal's Address)

Witness: Michael A. Bronge

mlag
Or Secretary's Attest

[SEAL]

SURETY: Western Surety Company

By: *Ila Delman*
Ila Delman

Title: Attorney-in-fact

P. O. Box 5077, Sioux Falls, SD 57117-5077
(Surety's Address)

Witness:

Kimberly Bragg
Or Secretary's Attest Kimberly Bragg

[SEAL]

Attach Power of Attorney if executed by attorney-in-fact on behalf of Surety

UNOFFICIAL COPY

ACKNOWLEDGEMENT OF SURETY


STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of May, 2012, before me personally came Ila Delman to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Western Surety Company

The Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed by authority granted to him/her in accordance with By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.





Notary Public, Christine Eitel

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois


County of DuPage

On Monday, May 07, 2012 before me, a Notary Public to and for said County and State, residing therein, duly commissioned and sworn personally appeared Randall A. Bronge

Known to me to be Vice President of International Contractors, Inc. 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 be 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 the certificate above.

My Commission Expires: August 4, 2013



Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Ila Delman

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

Surety Bond Number: 92450926
Principal: International Contractors, Inc.
Obligee: Wal-Mart Stores, Inc.
Amount of Bond: See Bond Form

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of September, 2006



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of September, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of May, 2012



WESTERN SURETY COMPANY
L. Nelson
L. Nelson, Assistant Secretary

UNOFFICIAL COPY

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Property of Cook County Clerk's Office