



1. THIS AGREEMENT, made and concluded the _____ day of _____ Month and Year between the Hanover Township Road District, known as the party of the first part and Chicagoland Paving Contractors, 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 of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal, and Contract Bond hereto attached, and the plans for the Rohrssen Road and Sayer Road Pavement Resurfacing Project, located in Cook County, Illinois, approved by the Hanover Township Road District on August 21, 2009, are essential documents of this contract and are a part hereof.

Handwritten note: *as modified by Addendum No. One dated August 19, 2009, a copy of which is attached hereto and incorporated herein.

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

Attest:

Handwritten signature of Katy Dolan Baumer, Township Clerk

HANOVER TOWNSHIP ROAD DISTRICT

By P. Craig O'Chon Highway Commissioner Party of the First Part

(Seal)

(If a Corporation)

Corporate Name Chicagoland Paving Contractors, Inc.

By Wm. R. Brown V. President Party of the Second Part

(If a Co-Partnership)

Attest:

Handwritten signature of Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route	<u>Rohrssen Road and Sayer Road</u>
County	<u>Cook</u>
Local Agency	<u>Hanover Township Road District</u>
Section	<u>Pavement Resurfacing Project</u>

We, Chicagoland Paving Contractors, Inc.

225 Telser Road, Lake Zurich, IL 60047

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and United Fire & Casualty Company

118 Second Av enue, SE, Cedar Rapids, IA 52407 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

One hundred thirty eight thousand seven hundred eleven and 00/100

Dollars (\$ 138,711.00 -----), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors administrators, successors jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, 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 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 to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures, or machinery 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 LA and its awarding authority 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.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 29th day of September A.D., 2009

PRINCIPAL

Chicagoland Paving Contractors, Inc.
(Company Name)
By: W.R. Bowers VP
(Signature & Title)
Attest: Abby [Signature] Sec
(Signature & Title)

(Company Name)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,
COUNTY OF DeKalb

I, William Bowers, a Notary Public in and for said county, do hereby certify that
William Bowers
(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of September

My commission expires 4/26/10

William Bowers
OFFICIAL SEAL
WILLIAM BOWERS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/26/10
Jeremiah G. Crise
(Signature of Attorney-in-Fact)

SURETY

United Fire & Casualty Company
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF McHenry

I, Traci L. Matysek, a Notary Public in and for said county, do hereby certify that
Jeremiah G. Crise

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of September A.D., 2009

My commission expires 2-22-10

Traci L. Matysek
"OFFICIAL SEAL"
TRACI L. MATYSEK
Notary Public, State of Illinois
Commission Expires 02/22/10

Approved this 9 day of October A.D., 2009

Attest: Katy [Signature] Lauren
Township Clerk

P. Cecily Ochoa
Hanover Township Road District
(Awarding Authority)
(Highway Commissioner)