



1. THIS AGREEMENT, made and concluded the 12th day of July, 2011 Month and Year between the County of Kane acting by and through its County Board Chairman Aurora Blacktop, 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 Section 11-03000-01-GM in Big Rock Township, approved by the Department of Transportation of the State of Illinois May 20, 2011 Date, are essential documents of this contract and are a part hereof.

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

Attest: Clerk (Seal)

The County of Kane By Kane McConaughy Chairman, County Board (If a Corporation)

Corporate Name Aurora Blacktop, Inc. By Robert J. ... President Party of the Second Part (If a Co-Partnership)

Attest: Secretary

Partners doing Business under the firm name of Party of the Second Part (If an individual) Party of the Second Part



**Illinois Department
of Transportation**

Contract Bond # **Contract Bond**
 09046352

Route _____
County Kane
Local Agency Big Rock Township
Section 11-03000-01-GM

We, Aurora Blacktop, Inc., 1065 Sard Avenue, Montgomery, IL 60538

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois,
as PRINCIPAL, and _____

Fidelity and Deposit Co. of Maryland as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Two Hundred Forty Eight Thousand Three Hundred Eighty Three and 85/100

_____ Dollars (\$248,484.85), 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.

N TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 12th day of July A.D. 2011

PRINCIPAL

Aurora Blacktop, Inc. (Company Name) By: [Signature] President (Signature & Title)
By: _____ (Company Name) _____ (Signature & Title)
Attest: [Signature] Secretary/Treasurer (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 Illinois

I, Dianna L. Carey, a Notary Public in and for said county, do hereby certify that

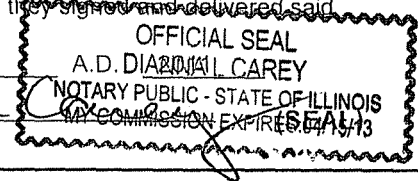
Rodney P. Leifheit & Jeremy J. Leifheit
(Insert names of individuals signing on behalf or PRINCIPAL)

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 12th day of July

My commission expires 4/15/2013

Dianna L. Carey
Notary Public



SURETY

Fidelity & Deposit Co. of Maryland (Name of Surety) By: [Signature] (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, (SEAL)
COUNTY OF Illinois

I, Dianna L. Carey, a Notary Public in and for said county, do hereby certify that

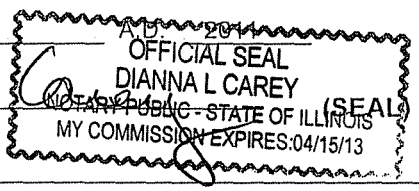
Charlotte G. Stephens
(Insert names of individuals signing on behalf or SURETY)

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 12th day of July

My commission expires 4/15/2013

Dianna L. Carey
Notary Public



Approved this 12th day of July, A.D. 2011

Attest:
John A. Cunningham, County Clerk

County of Kane
(Awarding Authority)
[Signature]
(Chairman/Mayor/President)
County Board

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 12th day of July, 2011.

Gerald F. Halcy
Assistant Secretary