



PROPOSAL SUBMITTED BY		
Newell Construction Co., Inc.		
Contractor's Name		
PO Box 1097		
Street		P.O. Box
Danville	IL	61834
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Champaign
ST Joseph
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE Windsor Road
 SECTION NO. 19-27079-00-BR
 TYPES OF FUNDS Local Funds

- SPECIFICATIONS (required) PLANS (required) CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Rod Maddock
 Highway Commissioner

9/5/19
 Date

Submitted/Approved

[Signature]
 County Engineer/Superintendent of Highways

9/5/19
 Date

County Champaign
Local Public Agency ST Joseph
Section Number 19-27079-00-BR
Route Windsor Road

1. THIS AGREEMENT, made and concluded the 5th day of September, 2019,
Month and Year

between the County of Champaign
acting by and through its County Board known as the party of the first part, and
Newell Construction Company 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 LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 19-27079-0--BR, in Champaign County, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
Date

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

Attest:
Dawn Ammons Clerk
(Seal)

The County of Champaign
By Dorena Klopper
Party of the First Part Co. Executive
(If a Corporation)

Corporate Name NEWELL CONSTR CO. INC.
By Tom C. Newell
President Party of the Second Part
(If a Co-Partnership)

Attest:
Sandra Burt
Secretary

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



Route Windsor Road
County Champaign
Local Agency ST Joseph
Section 19-27079-00-BR

Bond No. GRIL44627

We, Newell Construction Company Inc.

a/an) [] Individual [] Co-partnership [X] Corporation organized under the laws of the State of Illinois
as PRINCIPAL, and Granite Re, Inc.

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of Seventy-three thousand seven hundred eighty-two dollars and fifty cents.

Dollars (\$73,782.50), 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 9th day of September A.D. 2019

Newell Construction Company, Inc.

PRINCIPAL

By: [Signature]
(Company Name)
(Signature & Title)
Attest: [Signature]
(Signature & Title)

By: _____
(Company Name)
(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 VERMILION

I, SAUNDRA BROOKS, a Notary Public in and for said county, do hereby certify that

JIM C. NEWELL
(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 12 day of SEP

My commission expires 8/16/2020

[Signature]
Notary Public

SAUNDRA BROOKS
Notary Public, State of Illinois
My Commission Expires 08/16/2020
(SEAL)

Granite Re, Inc.
(Name of Surety)

SURETY

By: [Signature]
Charles R. McQuiggan (Signature of Attorney-In-Fact)

STATE OF ILLINOIS,
COUNTY OF Illinois

I, Holly V Johnson, a Notary Public in and for said county, do hereby certify that

Charles R. McQuiggan
(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 9th day of September A.D. 2019

My commission expires 1/30/21

[Signature]
Notary Public

HOLLY V JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1/30/21
(SEAL)

Approved this _____ day of _____, A.D. _____

Attest: [Signature]

County Board
(Awarding Authority)

County _____ Clerk

[Signature]
(County Executive)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



My Commission Expires:
August 8, 2021
Commission #: 01013257



Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-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 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 a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
9th day of September, 2019.





Kyle P. McDonald, Secretary/Treasurer

State of Illinois
County of Madison

On this 9th day of September, 2019, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an Attorney-In-Fact of:

Allegheny Casualty Company
AMCO Insurance Company
American Contractors Indemnity Company
Berkley Insurance Company
Contractors Bonding and Insurance Company
Developers Surety and Indemnity Company
Fidelity and Deposit Company of Maryland
First National Insurance Company of America
Granite Re, Inc.
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Star Insurance Company
Selective Insurance Company of America
State Auto Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Charles R. McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires **January 30, 2021**

By: **Holly V. Johnson**

Notary Public