

KANE COUNTY
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

DATE: June 14, 2011

TO: Jean Weems
County Board Office

FROM: Linda Haines *Linda*

SUBJECT: June County Board

4 – Contract / Contract Bond with Struck & Irwin Paving, Inc. for Kaneville Township Section #11-11000-02-GM MFT, Resurfacing, with Document Vet Sheet (Kane County Resolution #11-190)

TRANSMITTED FOR:

- YOUR INFORMATION AND FILE
- YOUR APPROVAL AND/OR CORRECTION
- AS REQUESTED
- SEE BELOW

REMARKS: Please have the Chairman sign, send to County Clerk for signature and seal, and return to our office for further processing.

Thanks.

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

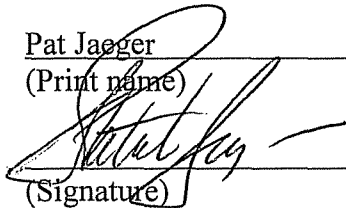
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract/Contract Bond with Struck & Irwin Paving for Kaneville
Township Sec. #11-11000-02-GM

Submitted by: Linda Haines

Date Submitted: May 9, 2011

Examined by: Pat Jaeger
(Print name)


(Signature)

May , 2011
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No 6-15-11
(Date)

Document returned to: Co-clerk



1. THIS AGREEMENT, made and concluded the 14th day of June, 2011 Month and Year

between the County of Kane acting by and through its County Board Struck & Irwin Paving, 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 11-11000-02-GM in Kaneville Township, approved by the Department of Transportation of the State of Illinois April 15, 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 Karen McLanoughy Chairman, County Board (If a Corporation)

Corporate Name Struck & Irwin Paving, Inc. By D. Joseph Wesley President D. Joseph Wesley Party of the Second Part (If a Co-Partnership)

Attest: Secretary Katrina M. Wesley

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



Route _____
 County Kane
 Local Agency Kaneville Township
 Section 11-11000-02-GM MFT

We, Struck & Irwin Paving, Inc., 7219 Gene Street, DeForest, WI 53532

a/an) Individual Co-partnership Corporation organized under the laws of the State of Wisconsin,
 as PRINCIPAL, and West Bend Mutual Insurance Company
1900 S 18th Ave, West Bend, WI 53095 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Sixty One Thousand One Hundred Eighty Five and 45/100

 Dollars (\$61,185.45), 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 16th day of May A.D. 2011

PRINCIPAL

Struck & Irwin Paving, Inc. (Company Name) _____ (Company Name)
By: D. Joseph Wessley Project Manager By: _____
D. Joseph Wessley (Signature & Title) _____ (Signature & Title)
Attest: Katrina M. Wessley Secretary/Treasurer Attest: _____
Katrina M. Wessley (Signature & Title) _____ (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~~ WISCONSIN
COUNTY OF DANE

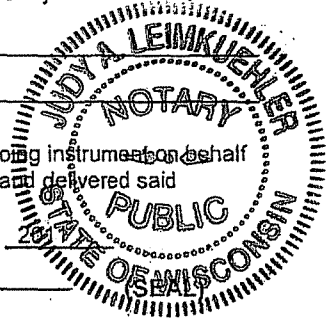
I, Judy A. Leimkuehler, a Notary Public in and for said county, do hereby certify that
D. Joseph Wessley and Katrina M. Wessley

(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 18th day of May A.D.

My commission expires 7/7/13
Judy A. Leimkuehler
Notary Public



SURETY

West Bend Mutual Insurance Company By: _____
(Name of Surety) _____ (Signature of Attorney-in-Fact)
Chris P. Costakis, Attorney-in-Fact

STATE OF ~~ILLINOIS~~ Wisconsin
COUNTY OF Dane

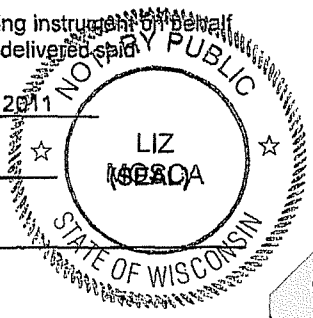
I, Liz Mosca, a Notary Public in and for said county, do hereby certify that
Chris P. Costakis

(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 16th day of May A.D. 2011

My commission expires 18-Mar-12
Liz Mosca
Notary Public



Approved this 14th day of June, A.D. 2011

Attest:
John A. Cunningham, County Clerk
County of Kane (Awarding Authority)
Karen Macomber (Chairman/Mayor/President)
County Board



No. 1271529

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:

MURPHY, PATRICK J; COSTAKIS, CHRIS P; STATZ, SHELLY E; WILLIAMS, CONNIE

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: \$1,000,000

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

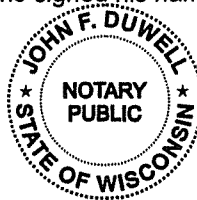
James J. Pauly
Secretary



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
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 16th day of May, 2011



Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.