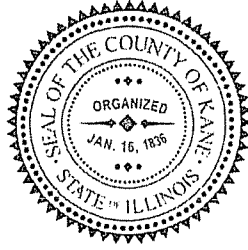


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Contract/Contract Bond with Nettle Creek Nursery
for Stearns Road Environmental Maintenance, Kane County
Section #13-00214-02-SM

Submitted by: Carl Schoedel

Date Submitted: April, 2013

Res. # : 13-143

Examined by: Pat Jaeger
(Print name)

[Signature]
(Signature)

04-08-13
(Date)

[Handwritten signature]
5-6-13



Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO 5/21/13
(Date)

Document returned to: sent Clerk's office
(Name/Department)



1. THIS AGREEMENT, made and concluded the 14th day of May, 2013 Month and Year

between the County of Kane acting by and through its County Board known as the party of the first part, and Nettle Creek Nursery, 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 #13-00214-02-SM in Kane County, approved by the Department of Transportation of the State of Illinois, 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: The County of Kane Clerk By [Signature] Party of the First Part Chairman, County Board (If a Corporation)

(Seal)

Corporate Name NETTLE CREEK NURSERY, INC. By [Signature] - STEVEN J. SZTAPKA President Party of the Second Part (If a Co-Partnership)

Attest: [Signature] Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

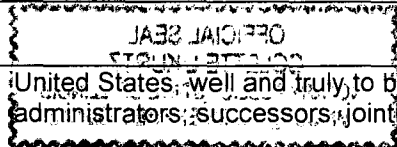


Route _____
 County Kane
 Bond # 0873793 Local Agency Kane
 Section #13-00214-02-SM

We, Nettle Creek Nursery, Inc., 320 Ottawa Street, Morris, IL 60540

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois
 as PRINCIPAL, and West Bend Mutual Insurance Company PO Box 620976 Middleton WI 53562
 _____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
One Hundred Seventy Nine Thousand Seven Hundred Eighty Two and No/100

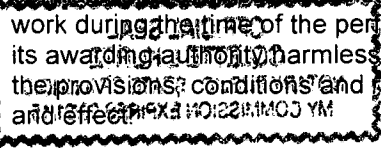


Dollars (\$179,782.00), lawful money of the

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 24th day of April A.D. 2013

PRINCIPAL

Nettle Creek Nursery Inc.

By: ADT - PRESIDENT
(Company Name)
(Signature & Title)
Attest: Anne Sztapka - SECRETARY
(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 Dekalb
I, Colette L Kurtz
Steven Sztapka

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

(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 24th day of April

My commission expires 3/21/15

Colette L Kurtz
Notary Public



SURETY

West Bend Mutual Insurance Co.
(Name of Surety)

By: Christine Flanigan
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Dekalb
I, Colette L Kurtz
Christine Flanigan

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

(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 24th day of April

My commission expires 3/21/15

Colette L Kurtz
Notary Public



Approved this 14th day of May, A.D. 2013

Attest:
John A. Cunningham, County Clerk

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

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:

CHRISTINE FLANIGAN

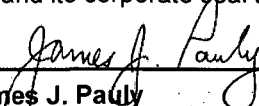
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Six Million Dollars (\$6,000,000)

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.

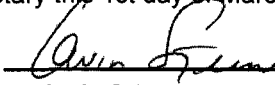
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory 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

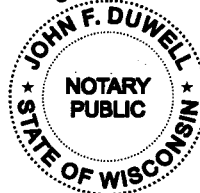

James J. Pauly
Secretary

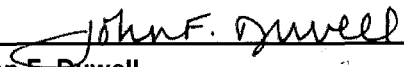



Kevin A. Steiner
Chief Executive Officer / President

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 24 day of April, 2013




Dale J. Kent
Executive Vice President -
Chief Financial Officer