

16-108  
BID DATE 3-17-16  
BID TIME 11:00  
WITH PRINTS LG SM  
COMPLETE DATE/DAYS: 5%  
9-1-16

NO

VILLAGE OF CARY  
VILLAGE OF FOX RIVER GROVE  
VILLAGE OF GRAYSLAKE  
VILLAGE OF HUNTLEY  
VILLAGE OF LAKE VILLA  
VILLAGE OF ROUND LAKE BEACH  
CONTRACT FOR

VILLAGE OF ROUND LAKE BEACH  
MUNICIPAL PARTNERSHIP INITIATIVE  
2016 PAVEMENT PATCHING

BIDDER'S PROPOSAL

Full Name of Bidder \_\_\_\_\_ Chicagoland Paving Contractors Inc. \_\_\_\_\_ ("Bidder")  
Principal Office Address \_\_\_\_\_ 225 Telser Road \_\_\_\_\_  
Local Office Address \_\_\_\_\_ Lake Zurich, IL 60047 \_\_\_\_\_

Contact Person Bill Bares Telephone 847-570-9681

Contact E-mail Address chicagoland1@sbglobal.net

TO: Village of Round Lake Beach ("Owner")  
911 Lotus Drive  
Round Lake Beach, Illinois 60030

Attention: Scott Hilts

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1 Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the

## PROPOSAL

Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

### 2 Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

**SCHEDULE OF PRICES**

**COMPLETE TABLE AS INDICATED**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**I - Base Bid**

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	EXTENSION
1	CLASS D PATCHES, 2-INCH - TYPE IV	SY	3,488	\$ 17 <sup>-</sup>	\$ 59,296 <sup>-</sup>
2	CLASS D PATCHES, 4 INCH - TYPE I	SY	250	\$ 40 <sup>-</sup>	\$ 10,000 <sup>-</sup>
3	CLASS D PATCHES, 4 INCH - TYPE II	SY	465	\$ 37 <sup>-</sup>	\$ 17,205 <sup>-</sup>
4	CLASS D PATCHES, 4 INCH - TYPE III	SY	746	\$ 35 <sup>-</sup>	\$ 26,110 <sup>-</sup>
5	CLASS D PATCHES, 4 INCH - TYPE IV	SY	3,883	\$ 35.25	\$ 136,875.75
6	MILLING ONLY, 2-INCH - FOR CLASS D PATCHES - TYPE I	SY	500	\$ 5 <sup>-</sup>	\$ 2,500 <sup>-</sup>
7	MILLING ONLY, 2-INCH - FOR CLASS D PATCHES - TYPE II	SY	500	\$ 5 <sup>-</sup>	\$ 2,500
8	MILLING ONLY, 2-INCH - FOR CLASS D PATCHES - TYPE III	SY	1,000	\$ 6 <sup>-</sup>	\$ 6,000. <sup>00</sup>
9	MILLING ONLY, 2-INCH - FOR CLASS D PATCHES - TYPE IV	SY	1,000	\$ 4.50	\$ 4,500. <sup>00</sup>
<b>TOTAL BASE BID</b>				\$	264,986.75

**II - Supplemental Item Unit Prices**

ITEM NO.	UNIT PRICE ITEMS	UNIT	PRICE PER UNIT
10	REPAIR AND PREPARATION OF BASE COURSE, 18" MAXIMUM	SY	\$ 45 <sup>-</sup>

**VILLAGE OF CARY**  
**VILLAGE OF FOX RIVER GROVE**  
**VILLAGE OF GRAYSLAKE**  
**VILLAGE OF HUNTLEY**  
**VILLAGE OF LAKE VILLA**  
**VILLAGE OF ROUND LAKE BEACH**  
**CONTRACT FOR**

**VILLAGE OF ROUND LAKE BEACH**  
**MUNICIPAL PARTNERSHIP INITIATIVE**  
**2016 PAVEMENT PATCHING**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

William R. Bowes ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1 Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of chicagoland Paving Contractors Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Meertz</u>	<u>660 Thompson, Inverness IL 60067</u>
Vice President	<u>William R. Bowes</u>	<u>20547 Plumwood, Kildeer IL 60047</u>
Secretary	<u>William R. Bowes</u>	_____
Treasurer	<u>Kevin Meertz</u>	_____

**ACKNOWLEDGEMENT**

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<b><u>NAME (and ENTITY TYPE)</u></b>	<b><u>ADDRESS</u></b>
_____ ( )	_____
_____ ( )	_____
_____ ( )	_____

**ACKNOWLEDGEMENT**

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 17 day of March, 2016.

Attest/Witness:

ChicagoLand Paving Contractor Inc.  
Bidder

By: Christopher Kelly

By: [Signature]

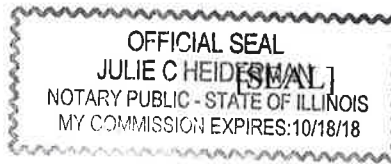
Title: witness

Title: U.P.

Subscribed and Sworn to  
before me this 17 day  
of March, 2016.

My Commission Expires: 10/18/16

[Signature]  
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

ACKNOWLEDGEMENT

VILLAGE OF CARY  
VILLAGE OF FOX RIVER GROVE  
VILLAGE OF GRAYSLAKE  
VILLAGE OF HUNTLEY  
VILLAGE OF LAKE VILLA  
VILLAGE OF ROUND LAKE BEACH  
CONTRACT FOR

VILLAGE OF ROUND LAKE BEACH  
MUNICIPAL PARTNERSHIP INITIATIVE  
2016 PAVEMENT PATCHING

BIDDER'S SWORN WORK HISTORY STATEMENT

William R. Baus ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1 Nature of Business

State the nature of Bidder's business: general contractor,

paving

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>2</u> % Federal	<u>90</u> % As Contractor	<u>80</u> % Bidder's Forces
<u>96</u> % Other Public	<u>10</u> % As Subcontractor	<u>18</u> % Subcontractors
<u>2</u> % Private		<u>2</u> % Materials





ACKNOWLEDGEMENT

PROJECT ONE

PROJECT TWO

PROJECT THREE

Contractor \_\_\_\_\_  
(If Bidder was \_\_\_\_\_  
Subcontractor) \_\_\_\_\_

Amount of Contract \_\_\_\_\_

Date Completed \_\_\_\_\_

DATED this 17 day of March, 2016.

Attest/Witness: Chicagoland Paving Contractors  
Bidder

By: Christopher Keller

By: [Signature]

Title: witness

Title: CP

Subscribed and Sworn to  
before me this 17 day  
of March, 2016.

My Commission Expires: 10/8/18

[Signature]  
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENT

## Street Project List 2015

### **Village of Buffalo Grove**

Auburn Lane Roadway Reconstruction  
Contract Amount: \$ 859,900.00  
Mr. Leo Morand  
Gewalt Hamilton & Associates  
847-478-9700

### **Village of Libertyville**

2015 Pavement Reconstruction - Phase II  
Contract Amount: \$ 1,099,900.00  
Mr. Phillip J. Hurst  
Civiltech Engineering  
630-773-3900

### **Village of Round Lake**

Forest Avenue & MacGillis Drive Pavement Rehabilitation  
Contract Amount: \$ 344,900.00  
Mr. Michael DeBennette  
Baxter & Woodman, Inc.  
847-223-5088

### **Village of Fox Lake**

Stage III Roads  
Contract Amount: \$ 739,900.00  
Mr. Steven Berecz  
Gewalt Hamilton Associates  
847-478-9700

### **Village of Barrington**

2015 Road Patching Program  
Contract Amount: \$ 174,320.00  
Mr. Jeff Ende  
Village of Barrington Engineer  
847-304-3400

### **Bloomington Township Highway Department**

2015 Road Maintenance / Resurfacing Program  
Contract Amount: \$ 364,900.00  
Mr. David Bohac  
Morris Engineering  
630-271-0700

### **City of Countryside**

2015 MFT Street Rehabilitation  
Contract Amount: \$ 339,900.00  
Mr. Thomas Brandstedt  
Frank Novotny & Associates, Inc.  
630-887-8640

### **Village of Berkeley**

Joint Parking Lot Reconstruction  
Contract Amount: \$ 214,900.00  
Mr. David Bugaj  
Civiltech Engineering  
630-773-3900

### **Village of Oak Park**

2015 Resurfacing of Various Streets  
Contract Amount: \$ 2,339,000.00  
Mr. Roman Babinski  
Village of Oak Park Engineer  
708-358-5127

3 **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in Attachment A.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5 **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6 **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of bid bond attached dollars (\$ \_\_\_\_\_), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 17 day of March, 2016.

Attest/Witness:

Chicago Land Paving  
Bidder

By: John C. Hume

By: William R. Barros

Title: act.

Title: U.P.

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

CHICAGOLAND PAVING CONTRACTORS, INC.  
225 TELSER ROAD  
LAKE ZURICH, IL 60047  
Tel: 847-550-9681 Fax: 847-550-9684  
Chicagoland1@sbcglobal.net

*Certificate of Resolution*

*I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:*

*RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.*

*FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.*

*Executed in Lake Zurich, IL on May 26, 1988.*

By:   
*Kevin Meartz, President*

 **AIA<sup>®</sup> Document A310<sup>™</sup> – 2010****Bid Bond**

Bond Number: 2317810

**CONTRACTOR:***(Name, legal status and address)*

Chicagoland Paving Contractors, Inc.  
225 Telser Road  
Lake Zurich, IL 60047

**SURETY:***(Name, legal status and principal place of business)*

West Bend Mutual Insurance Company  
8401 Greenway Blvd, Suite 1100  
Middleton, WI 53562

**OWNER:***(Name, legal status and address)*

Village of Round Lake Beach  
911 Lotus Drive  
Round Lake Beach, IL 60030

**BOND AMOUNT:** \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)**PROJECT:***(Name, location or address, and Project number, if any)*

Municipal Partnership Initiative - 2016 Pavement Patching

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

AIA Document A310<sup>™</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:05:38 on 04/11/2011 under Order No.0544169414\_1 which expires on 02/16/2012, and is not for resale.

User Notes:

(1481917559)

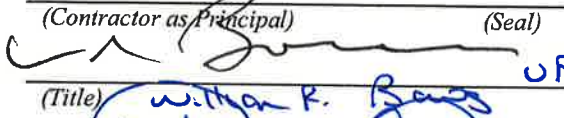


Signed and sealed this 17 day of March, 2016

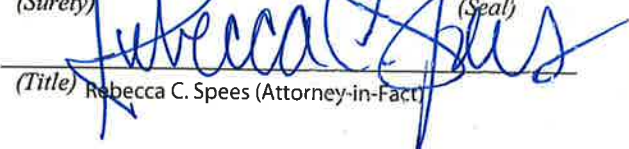
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Chicagoland Paving Contractors, Inc.  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

  
\_\_\_\_\_  
(Title) William K. Baus UP

West Bend Mutual Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Rebecca C. Spees (Attorney-in-Fact)

Init.

User Notes:

### 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:

REBECCA SPEES

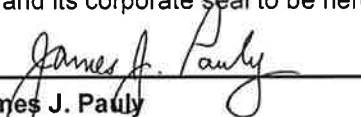
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

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

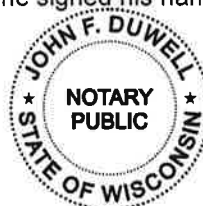
  
James J. Pauly  
Secretary

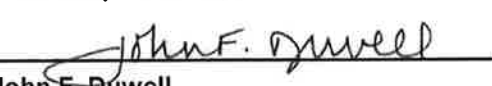


  
Kevin A. Steiner  
Chief Executive Officer / President

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 17 day of March, 2016



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer



## ACKNOWLEDGMENT OF CORPORATE SURETY

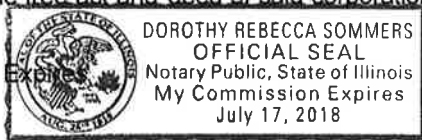
STATE OF Illinois )

ss

County of Cook )

On this 17 day of March, 20 16, before me appeared Rebecca C. Spees to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



Dorothy Rebecca Sommers  
Notary Public

July 17, 20 18

County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.