

## PROPOSAL: Painting Street Light Poles

Based on Amendment # 1 dated 5/16/2016

**PLEASE SUBMIT 2 Original Proposals AS FOLLOWS:**

*This Page, followed by  
Contractor Submittal Requirements followed by  
Certification of Compliance*

***Please do not submit perforated pages, nor bind your proposal in anything other than paper clips.***

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

### **Group 1**

83 each: Antique Cast Aluminum: 14 feet = 1,162 ft at \$ 16.96 /ft = \$ 19707.52

14 each: Antique Cast Aluminum: 16 feet = 224 ft at \$ 16.39 /ft = \$ 3671.36

### **Group 2**

65 each: Antique Cast Iron: 14 feet = 910 ft at \$ 16.96 /ft = \$ 15433.60

### **Group 3**

38 each: Antique Steel w/ decorative base: bottom 8 feet of ea pole = 304 ft at \$ 16.46 /ft = \$ 5003.84

Total Cost \$ 43816.32

Lead Time to start = 20 calendar days

Time to complete = 15 calendar days

To facilitate possible Change Orders, provide an hourly rate. \$ 79.99 /hr

**CERTIFICATION OF COMPLIANCE**  
**Painting Street Light Poles**

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

**Check One:**

**There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

**There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

**This Business Firm is: (check one)**

a Corporation     a Partnership     an Individual

an LLC

Firm Name: Muscat Painting & Decorating

Firm Address: 555 Ashland Avenue East Dundee, Illinois 60118

Signature: Brett Muscat

Print Name Brett Muscat

Position: Owner

Phone #: 847-428-6225

Fax #: 847-428-6225

e-mail address brett@muscatapainting.com

Date signed: 6/2/2016

**Operational Contact for this work**

Name: Brett Muscat

Phone #: 847-361-7182

e-mail: brett@muscatapainting.com

**Sales Contact**

Name: Brett Muscat

Phone #: 847-361-7182

e-mail: brett@muscatapainting.com

**Billing Contact**

Name: Brett Muscat

Phone #: 847-361-7182

e-mail: brett@muscatapainting.com

**Signed this Agreement affirms that the original solicitation document has not been altered in any way.**

## CONTRACTOR SUBMITTAL REQUIREMENTS

### *Painting Street Light Poles*

The Contractor shall attach to this proposal:

*This completed form*

*Evidence of Experience and Capabilities:*

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past five (5) years

2. Complete: since 1938

Years in business: 78 Years in business under this name: 78 Years performing this type of work: 78

3. Work History

Complete:

Value of work: completed in past 12 months: \$ 500,000 now under contract: \$ 350,000

Number of Clients: serviced in past 12 months: 84 now under contract: 36

*Work Specific Knowledge*

4. Attach a list of the areas of work that will be performed by a sub-contractor: NONE

*Availability and Lead Time*

5. Lead time in Calendar days to start, and to complete the work 20 days, 15 business days to complete providing good weather

*Labor Rates (to be reflected on the Price Proposal)*

6. To facilitate possible Change Orders, provide a list of hourly rates. 79.79

*Safe Risk*

7. Bid Bond

8. An Insurance Certificate as evidence that the company is insured

9. Complete:

Has your firm: Failed to complete a contract? Yes  No

Been involved in bankruptcy or reorganization? Yes  No

Pending judgment claims or suits against firm? Yes  No

Have you had any: OSHA fines within the last three (3) years? Yes  No

Job related fatalities within the last five (5) years? Yes  No

*If you have answered Yes to any of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.*



555 ASHLAND AVENUE  
EAST DUNDEE, ILLINOIS 60118  
Ph 847-428-6225 Fax 847-428-6125  
*Providing Expert Finishes Since 1938*  
[www.muscatpainting.com](http://www.muscatpainting.com)

#### REFERENCES

THIS IS A PRIVATE CLIENTEL LIST WITH PRIVILEGED INFORMATION WITH REGARDS TO CONTACTS AND PRICING, OF WHICH MUSCAT PAINTING & DECORATING EARNS THEIR LIVLIHOOD, AND IS NOT TO BE RELEASED VIA F.O.I.A. FREEDOM OF INFORMATION ACT TO THE GENERAL PUBLIC. THIS DOCUMENT IS BEING FURNISHED AS A SEPARATE REFERENCE DOCUMENT ONLY AS REQUESTED THEREBY COMPLYING WITH "QUALIFICATION OF BIDDER" INFORMATION AND IS NOT PART OF PUBLIC RECORD PROPOSAL BID SUBMISSION WHICH IS SUBJECT TO F.O.I.A. AND MAY BE RELEASED TO THE GENERAL PUBLIC UPON A F.O.I.A. REQUEST FOR PROPOSAL. ALL PROJECTS WERE COMPLETED IN PRESCRIBED TIME AND IN WITHIN PRESCRIBED BUDGET.

#### QUALIFICATION OF BIDDER

Related scope of work References;

Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521  
Gina Hassett  
630-789-7000  
50 meter lap pool, dive well pool, 0 entry kiddie pool.  
Approx value 52,000.00

Northbrook Park District  
545 Academy Drive  
Northbrook Illinois 60062  
Nicole Buch  
847-291-2960  
District wide 2015 painting project  
Approx value 33,000.00

Park District of Highland Park  
636 Ridge Rd  
Highland Park, IL 60035  
Nick Meo  
847.831.3810  
25 meter lap pool, 0 entry combo  
Approx 25,000.00

Village of Wheeling  
2 Commons Community Blvd  
Wheeling Illinois 60090  
Lori Hazlewood  
847-279-6951  
Light Pole painting project 2015-2017  
Approx value total 60,000 over 3 years

City of Wilmette  
Guy Lam  
Public Works Department  
711 Laramie Avenue  
Wilmette, Illinois 60091  
847-853-7705  
Multi Year Contract street light pole painting IDOT traffic control  
2015,2015,2016,2017

Batavia Park District  
Attention Jim Eby  
327 W. Wilson St.  
Batavia, Illinois 60510  
630-879-5235  
Restoration of Train Depot Exterior  
Approx 25,000

City of Elgin  
Eric Weis  
5 million Gallon reservoir cleaning and elastomeric coating PPG  
1 Million Gallon reservoir Steel rust maintenance on roof tnemec  
Misc Fire hydrants  
Riverside Water Treatment Plant  
Elgin, Illinois 60123 847-931-6159  
Approx value 75,000

Oak Brook Park District  
Darren  
630-853-5507  
Oak Brook Public Library Staining  
Approx 17,000

Mike Brady Superintendant  
Libertyville Public Works  
Streets and Utilities Division  
600 North Avenue  
Libertyville, Illinois 847-918-2071  
Approx 35,0000 each year  
Multi year contract Sternberg light poles with IDOT traffic control

Arlington Heights Park District  
Chris Nisbet  
410 N. Arlington Heights Road  
Arlington Heights, Illinois 60004  
847-398-7780  
Approx 12,000 Gymnasium tennis courts

Village of Addison  
Stewart McLeod  
1491 West Jeffrey Drive  
Addison Illinois 60101-4331  
630-620-2020  
Approx 30,000 per year multi year contract  
Sandblasting fire hydrants 1500 hydrants

City of Geneva  
Jennifer Hilkemann  
1800 South Street  
Geneva, Illinois 60134  
630-232-1503  
Approx 36,000 Traffic signals and light poles with IDOT traffic control

Schaumburg Park District  
John Safakas  
Multiple Buildings Interior and Exteriors  
235 E Beech Dr  
Schaumburg, IL  
847-985-2115  
Approx \$125,000 cumulative

Kane County Forest Preserve  
1996 S Kirk Rd # 320 Geneva, IL 60134-4118  
Director of Operationa and Maintenance  
John Goreth (630) 232-5983  
Fabyan Windmill Restoration- Geneva  
Fabyan Villa- Geneva  
Tomo Chi Chi Lodge- Gilberts  
Approx \$100,000 multiple projects cumulative

Dupage Forest Preserve  
Kline Creek Farm  
Multiple Buildings Exteriors  
3S580 Naperville Road, Wheaton, Illinois 60189  
630-988-7200  
Wayne Miklausch Site Manager  
Approx \$35,000

Lombard Park District  
227 W Parkside Avenue  
Lombard, IL 60148-2592  
Bill Sosnowski 630-620-7322  
complete water park nine pools and adjoinments  
approx 15,000

Village of Grayslake  
Kevin Timony  
Water Park approx 20,000  
10 S Seymour Ave Grayslake, IL 60030  
(847) 223-8515

Barrington Park District  
235 Lions Drive  
Barrington, Illinois 60010  
- Pat McCord (847) 514-0065  
Citizens Park/ Numerous Pavilion Exteriors and Lodges  
Approx 17,000.00

Carpentersville Fire Department buildings  
John Skillman (847) 553-8212  
Firehouse #2 Main St  
Carpentersville , Illinois  
60110  
Approx 5,000

Dundee Township Park District-  
270 Kennedy Drive  
Carpentersville, Illinois 60110  
Larry Muscatto (847) 347-9285  
Dolphins Cove/Numerous Exteriors and Indoor Swimming Pool  
Approx 50,000 CUMULATIVE

Itasca Park District  
Joe McCan  
Waterpark apprx 18,000  
Village of Itasca, 550 W. Irving Park Rd, Itasca,  
Illinois 60143-1795 | Ph: (630) 773-2257|  
Approx 12,000

St Mary's Catholic Church 847-426-4808  
Matteson Street and Galligan Road  
Giberts, IL  
Entire Exterior restoration & stripping  
Apporx 20,000

St Catherine of Siena School- 845 West Main Street  
West Dundee, IL 60118  
Margaret Sanders/ Renee Link 847-426-4808  
Hallways, Bathrooms, Heaters, Gymnasium , stairways  
Multiple Phases multiple prices

St Edward Central Catholic High School  
335 Locust Street, Elgin Illinois  
Father Ed Siszer 847-741-7536  
Gymnasium Walls and Ceiling  
Approx 15,000

Village Green Condominiums  
605 Barrington Avenue  
East Dundee Illinois 60118  
Frank Mesio  
847-844-3801  
Complete exterior 100+ units  
Approx 36,000

Conrad Fischer Elementary School  
Elmhurst School District 205  
Elmhurst Illinois  
Gymnasium  
Jerry Christopherson 630-730-0558

If you need more let us know.  
Respectfully Submitted,

Brett M. Muscat  
Muscat Painting & Decorating  
[www.muscatpainting.com](http://www.muscatpainting.com)  
888-PAINT-11



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Lisa Lakey	
Market Financial Ltd 240 Commerce Drive		PHONE (A/C, No, Ext): (815) 459-3300	FAX (A/C, No): (815) 459-3360
Crystal Lake IL 60014		E-MAIL ADDRESS: llakey@marketfinancialgrp.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Pekin Insurance Company	24228
INSURED		INSURER B:	
Muscat Painting And Decorating 555 Ashland Ave		INSURER C:	
East Dundee IL 60118		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CL0154632	4/5/2016	4/5/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	00P707256	11/20/2015	11/20/2016	COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 Medical payments \$ 5,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
A	X UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		00CU26457	4/5/2016	4/5/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
A	Y/N N/A		00WC95036	4/5/2016	4/5/2017	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Elmhurst, it's officials, employees and volunteers are named as Additional Insured on a Primary and Non Contributory basis with respects to the General Liability and Auto Liability coverage, when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Elmhurst 209 North York Road Elmhurst, IL 60126	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Lisa Lakey/LLAKE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/  
WAIVER OF RIGHTS OF RECOVERY  
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. Additional Insured - When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

(1) does not increase the scope or limits of coverage afforded by this policy; and

(2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

(1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.

(3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
- (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
  - (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
  - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

**D. Section III - Limits Of Insurance** is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
  - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
  - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

**E. Section IV - Other Insurance** is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

**F. Section IV - Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

**2. Additional Insured - State Or Political Subdivisions - Permits**

- A.** With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- B.** With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

**(2)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.



# ORIGINAL

Bond Number 2323760

## Bid Bond

KNOW ALL BY THESE PRESENTS, That We, CTM Management DBA Muscat Painting and Decorating as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Wheaton, 303 W Wesley St, Wheaton, IL 60187-5027 as Owner, in the full and just sum of Ten Percent (10 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for

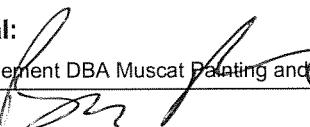
Painting Street Light Poles

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 3 day of June, 20 16

**Principal:**

CTM Management DBA Muscat Painting and Decorating

By: 

(SEAL)

Witness: Regina Muscat

Name Typed: Brett Muscat

Title

**Surety:**

West Bend Mutual Insurance Company

By: 

(SEAL)

Witness: Michael Rabe

Name Typed: MICHAEL RABE

, Attorney-In-Fact

Title

Agency Name:

MARKET FINANCIAL GROUP LTD

Address:

240 COMMERCE DRIVE

Phone Number:

CRYSTAL LAKE, IL 60014

(815) 459-3300

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.

NB 0192 02 08

Page 1 of 1



2323760

## 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:

MICHAEL RABE

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: Four Hundred Thousand Dollars (\$400,000)

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

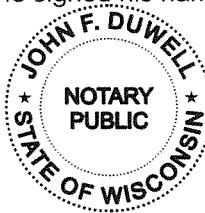
James J. Pauly  
James J. Pauly  
Secretary



Kevin A. Steiner  
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  
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 3 day of June, 2016



Dale J. Kent  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

NOTICE: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company

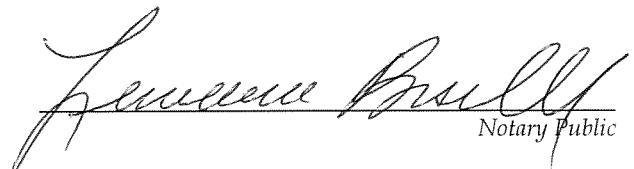
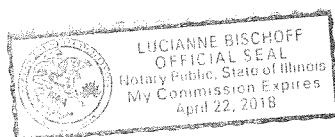
8401 Greenway Blvd. Suite 1100 | P.O. Box 620976 | Middleton, WI 53562 | ph (608) 410-3410 | www.thesilverlining.com

STATE OF Illinois

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COUNTY OF McHenry

On this 3rd day of June 2016, before me, a notary public, within and for said County and State, personally appeared Michael Rabe to me personally known, who being duly sworn, upon oath did say that he/she is the Attorney in Fact of and for West Bend Mutual Insurance Company, a corporation created, organized and existing under and by virtue of the laws of the State of Wisconsin that the corporate seal affixed to the foregoing within instrument is the seal of said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Michael Rabe did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



A handwritten signature in cursive ink that reads "Lucianne Bischoff".

Notary Public