

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2020-0562

**Innoprise Contract #:** C20-0118

**Year:** 2020

**Amount:** \$349,720.00

**Department:** PW - Ken Dado

**Contract Type:** Small Construction & Installation

**Contractors Name:** Michel's Pipe Service, a division of Michel's Corp

**Contract Description:** 2020 Sanitary Sewer Manhole Rehabilitation

MAYOR  
Keith Pekau

VILLAGE CLERK  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



TRUSTEES

Kathleen M. Fenton  
James V. Dodge  
Daniel T. Calandriello  
William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani

October 8, 2020

Mr. Mike Figlio  
Michel's Pipe Service  
A Division of Michel's Corporation  
817 Main Street  
PO Box 128  
Brownsville, Wisconsin 53006

NOTICE TO PROCEED – 2020 Sanitary Manhole Rehabilitation

Dear Mr. Figlio:

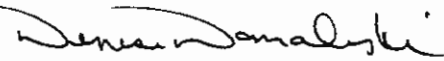
This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of October 1, 2020. The bid bond is hereby released as we have received the payment and performance bonds.

Please contact Ken Dado at 708-403-6107 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract and it will be emailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to [accountspayable@orlandpark.org](mailto:accountspayable@orlandpark.org). Also, your final invoice for this contract should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) fully executed contract dated September 28, 2020 in an amount not to exceed Three Hundred Nineteen Thousand Seven Hundred Twenty and No/100 (\$319,720.00) Dollars, plus a Thirty Thousand and No/100 (\$30,000.00) Dollars contingency. If you have any questions, please call me at 708-403-6173.

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

Encl:

CC: Ken Dado  
Joel Van Essen

**MAYOR**  
Keith Pekau

**VILLAGE CLERK**  
John C. Mehalek

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
708.403.6100  
OrlandPark.org



**TRUSTEES**  
Kathleen M. Fenton  
James V. Dodge  
Daniel T. Calandriello  
William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani

September 28, 2020

Mr. Mike Figlio  
Michel's Pipe Service  
A Division of Michel's Corporation  
817 Main Street  
PO Box 128  
Brownsville, Wisconsin 53006

#### NOTICE OF AWARD – 2020 Sanitary Manhole Rehabilitation

Dear Mr. Figlio:

This notification is to inform you that on August 17, 2020, the Village of Orland Park Board of Trustees approved awarding Michel's Pipe Service, a Division of Michel's Corporation, the contract in accordance with the bid you submitted for 2020 Sanitary Manhole Rehabilitation for an amount not to exceed Three Hundred Nineteen Thousand Seven Hundred Twenty and No/100 (\$319,720.00) Dollars, plus a Thirty Thousand and No/100 (\$30,000.00) Dollars contingency.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by October 12, 2020.

- Attached is the Contract for 2020 Sanitary Manhole Rehabilitation. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- In order to properly document your vendor relationship with the Village of Orland Park, your company must provide the Village with a completed W-9 Form.
- I've also included an Electronic Funds Transfer (EFT) Authorization Form. Enrollment is optional, and by authorizing EFTs, you will receive payments from the Village faster and more securely. Additionally, the Village will be able to send you a detailed email notification when payment has been remitted. If you'd like to enroll in EFT payments, complete, sign and return the EFT Authorization Form along with the other documents.
- Please submit Performance and Payment Bonds, dated September 28, 2020. Your Bid Band will be released upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements, Payment and Performance Bonds, and completed W-9 are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orlandpark.org](mailto:ddomalewski@orlandpark.org).

Sincerely,



Denise Domalewski  
Purchasing & Contract Administrator

cc: Ken Doda  
Joel Van Essen



**ORLAND PARK**

**2020 Sanitary Manhole Rehabilitation  
(Contract for Small Construction or Installation Project)**



This Contract is made this 28th day of September, 2020 by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and MICHEL'S PIPE SERVICE, A DIVISION OF MICHEL'S CORPORATION (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and General Conditions pertaining to the Contract
- The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder
  - o The Invitation to Bid #20-024 dated July 13, 2020
  - o The Instructions to the Bidders
  - o Exhibit C – Special Provisions
  - o Exhibit D – Plans
  - o Appendix 1 - Schedule
- The Bid Proposal as it is responsive to the VILLAGE's bid requirements
- Certificate of Compliance
- Certificates of Insurance
- Performance and Payment Bonds as required by the VILLAGE

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

*Sanitary manhole rehabilitation as part of the Public Works Department's Sanitary Sewer Rehabilitation Program. The work shall include grouting, frame adjustment/replacement, epoxy coating, and partial reconstruction, as outlined in Exhibit C - Special Provisions and Exhibit D - Plans. The work is bounded by 143rd Street to the north, Stradford Ln. to the west, the intersection of Sheffield Ln & Windsor Dr. to the south, and S 82nd Ave. to the east. Portions of work that are included within the boundaries of these streets will not be included in this project. Refer to the Exhibits for clarification on these boundaries.*

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local

Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Item No.	Item Description	UOM	Unit Price	Quantity	Total Cost
1	Replace Cover	Each	\$500.00	3	\$1,500.00
2	Seal & Adjust Manhole Frame (Unpaved)	Each	\$900.00	55	\$49,500.00
3	Seal & Adjust Manhole Frame (Paved)	Each	\$2,650.00	53	\$140,450.00
4	Replace Frame & Cover (Unpaved)	Each	\$1,004.00	6	\$6,024.00
5	Replace Frame & Cover (Paved)	Each	\$2,674.00	4	\$10,696.00
6	Grout Wall Joints	Each	\$637.00	32	\$20,384.00
7	Grout Bottom 18"	Each	\$1,159.00	2	\$2,318.00
8	Curtain Grout Manhole	Each	\$3,500.00	1	\$3,500.00
9	Cementitious Sealing	Vertical Feet	\$190.00	400	\$76,000.00
10	Internal Chimney Seal	Each	\$1,108.00	1	\$1,108.00
11	Vacuum Testing	Each	\$824.00	10	\$8,240.00
12	Contingency				\$30,000.00

TOTAL: an amount not to exceed Three Hundred Nineteen Thousand Seven Hundred Thirty-Three and No/100 (\$319,733.00) Dollars plus a Thirty Thousand and No/100 (\$30,000.00) Dollars contingency which may not be spent without prior written approval by the Village through a Change Order Request (hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract not later than 120 calendar days after receiving Notice to Proceed, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein. Certain provisions of the Contract shall survive expiration or termination of the Contract.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify, defend, and hold harmless the VILLAGE, its trustees, officers, directors, officials, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or

damages received or sustained by any person, persons or property an account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, officials, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

**SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

**To the VILLAGE:**

Denise Domalewski  
Purchasing & Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: ddamalewski@orlandpark.org

**To the CONTRACTOR:**

Mike Figlio  
Regional Manager, Pipe Services  
Michel's Pipe Service  
817 Main Street, PO Box 128  
Brawnsville, Wisconsin 53006  
Telephone: 920-924-4300  
Facsimile: 920-924-4323  
e-mail: mfiglia@michels.us

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**SECTION 9: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 10: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 11: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: VILLAGE OF ORLAND PARK

By: 

Print name: George Koczwar

Title: Village Manager

Date: 10-7-20

FOR: MICHEL'S PIPE SERVICE

By: 

Print name: Mike Figlio

Title: Regional Manager, Pipe Services

Date: 9/30/2020





# ORLAND PARK

## SMALL CONSTRUCTION & INSTALLATION CONTRACT Terms and General Conditions

Terms and General Conditions for the CONTRACT between the VILLAGE OF ORLAND PARK (the "VILLAGE") and MICHEL'S PIPE SERVICE, A DIVISION OF MICHEL'S CORPORATION (the "CONTRACTOR") for 2020 Sanitary Manhole Rehabilitation (the "WORK") dated September 28, 2020 (the "CONTRACT").

### ARTICLE 1: DUTIES OF THE PARTIES

#### 1.1. VILLAGE'S RIGHTS AND DUTIES

- 1.1.1. Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2. The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3. The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4. The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5. If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE'S cost of the correction or cure from the amounts owed to the CONTRACTOR.

#### 1.2. CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1. The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.

- 1.2.2. The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3. CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4. CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5. The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6. The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7. CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.
- 1.2.7.1. This CONTRACT calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay

period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2. Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8. CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

## ARTICLE 2: CONTRACT DOCUMENTS

2.1. The CONTRACT consists of the following documents and items:

1. Agreement between the parties
2. Terms and General Conditions to the Agreement
3. Special Conditions to the Agreement, if any
4. The Project Manual dated July 13, 2020 which includes
  - a. Invitation to Bid #20-024
  - b. Instructions to the Bidders
  - c. Specifications and Drawings, if any
5. Accepted Bid Proposal as it conforms to the bid requirements
6. Addenda, if any
7. Certificate of Compliance required by the VILLAGE
8. Required Certifications and documents as may be required by other project funding agencies
9. Required Certificates of Insurance
10. Performance and Payment Bonds

### ARTICLE 3: PAYMENTS AND COMPLETION

- 3.1. The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.2. No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.
- 3.3. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.
- 3.4. Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.5. All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

### ARTICLE 4: TAXES

- 4.1. The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

### ARTICLE 5: INSPECTION OF MATERIALS

- 5.1. The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material.

## ARTICLE 6: ASSIGNMENT

- 6.1. The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.
- 6.2. WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.
- 6.3. The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.
- 6.4. The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.
- 6.5. By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## ARTICLE 7: GUARANTEES AND WARRANTIES

- 7.1. All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.
- 7.2. The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

## ARTICLE 8: DEFAULT

- 8.1. If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall

give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

- 8.2. Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.
- 8.3. All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

#### ARTICLE 9: DISPUTES AND VENUE

- 9.1. Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable law, with the final decision regarding disputes resting with the Village Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.
- 9.2. Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

#### ARTICLE 10: CONTRACT TIME

- 10.1. Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

## ARTICLE 11: INSURANCE AND INDEMNIFICATION

### 11.1. Insurance Requirements

11.1.1. The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

11.1.2. The amounts and types of insurance required are defined in Exhibit I, a copy of which is attached hereto and made a part hereof.

11.1.3. CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit I. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

### 11.2. Indemnification

11.2.1. The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, officials, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, officials, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, officials, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2. The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

#### ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

#### ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

#### ARTICLE 14: CHANGES IN THE WORK

14.1. All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Village Manager for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule. Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.



ARTICLE 15: TERMINATION

15.1. VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND CONTRACTOR:

MICHEL'S PIPE SERVICE, A DIVISION OF MICHEL'S CORPORATION

By:  Date: 9/30/2020

Print Name & Title: Mike Figlio, Regional Manager, Pipe Services

VILLAGE OF ORLAND PARK

By:  Date: 10-7-20

Print Name: George Koczwara, Village Manager

**EXHIBIT I**

**Insurance Requirements**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

**Workers' Compensation – Statutory Limits**

**Employers' Liability**

\$1,000,000 – Each Accident    \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence    \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence    \$2,000,000 – Aggregate

**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's.



**ORLAND PARK  
 BIDDER SUMMARY SHEET  
 ITB 20-024**

**2020 SANITARY MANHOLE REHABILITATION**

Business Name: Michels Pipe Services; a division of Michels Corporation

Street Address: 817 Main Street, PO Box 128

City: Brownsville State WI ZIP 53006

Contact Name: Mike Figlio

Title: Regional Manager, Pipe Services

Phone: 920-924-4300 Fax: 920-924-4323

E-Mail address: mfiglio@michels.us

**PRICE PROPOSAL**

GRAND TOTAL BID PRICE*	\$ <u>319,720.00</u>
------------------------	----------------------

\* Please enter Total from Line Item Price Sheet

The foregoing total shall be the basis for establishing the amount of the labor and payment and performance bonds and is not to be construed as a lump sum Contract Price. The actual number of units used will determine the final cost of the project.

**AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: Mike Figlio

Signature of Authorized Signee: 

Title: Regional Manager, Pipe Services Date: 7/23/2020

 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

*Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.*

The undersigned Mike Figlio  
*(Enter Name of Person Making Certification)*

as Regional Manager, Pipe Services  
*(Enter Title of Person Making Certification)*

and on behalf of Michels Pipe Services; a division of Michels Corporation  
*(Enter Name of Business Organization)*

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes [ ] No [ ]

Federal Employer I.D. #: 39-0970311  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Bidder is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Wisconsin 02/18/1960  
*(State of Incorporation) (Date of Incorporation)*

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes  No [ ]

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes  No [ ]

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes  No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full

compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes  No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement,

arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

**6) PREVAILING WAGE COMPLIANCE: Yes  No [ ]**

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

In accordance with Public Act 94-0515, the Bidder will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Bidder is aware that knowingly filing false records is a Class B Misdemeanor.

**7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes  No [ ]**

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Chicagoland Laborer's JATC

Brief Description of Program: \_\_\_\_\_

National Apprenticeship Program in accordance with the basic standards

of apprenticeship established by the Secretary of Labor.

---

---

8) **TAX COMPLIANT:** Yes  No


Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

  
\_\_\_\_\_  
Signature of Authorized Officer

Mike Figlio  
\_\_\_\_\_  
Name of Authorized Officer

Regional Manager, Pipe Services  
\_\_\_\_\_  
Title

7/23/2020  
\_\_\_\_\_  
Date

**REFERENCES**

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Michels Pipe Services; a division of Michels Corporation  
*(Enter Name of Business Organization)*

- 1. ORGANIZATION SEE ATTACHED QUALIFICATION STATEMENT  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_
  
- 2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_
  
- 3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_





## Michels Pipe Services Manhole Rehabilitation References

City of West Milwaukee, WI  
MH Rehab/Lateral Grouting  
118 VF MH Interior Coating – Strong Seal  
74 Laterals Test/Seal  
November 2015

Len Roecker  
4755 West Beloit Rd.  
West Milwaukee, WI 53214  
414.645.1530

City of Oconomowoc, WI  
Manhole Rehab  
400 SF MH Interior Sealing – Xypex  
58 VF MH Interior Coating – Strong Seal  
18 Laterals Test/Seal – AV100  
August 2016

Ruekert & Mielke, Inc  
Terrence Travera  
262.542.5733

City of Webster, WI  
Manhole Rehab  
70 Chimney Seals – Flex Seal  
April 2017

MSA Professional  
Mike Hagness  
715.816.4127  
[mhagness@msa-ps.com](mailto:mhagness@msa-ps.com)

City of Plano, IL  
50 VF MH Interior Coating – Cementitious  
June 2017

Darrin Boyer  
1001 S Hale St.  
Plano, IL 60645

Fox Metro Water Reclamation District  
Manhole Rehab  
11 Manhole Grouted  
353 VF MH Interior Coating – Cementitious  
June 2017

Ryan Cramer  
Walter Deuchler & Associates  
630.423.0451  
[rcramer@deuchler.com](mailto:rcramer@deuchler.com)

Village of Sturgeon Bay, WI  
Manhole Rehab  
24 VF Chimney Seals – Flex-Seal  
June 2017

421 Michigan St.  
Sturgeon Bay, WI 54235  
920.746.2900

Madison Metropolitan Sewerage District  
Manhole Rehab  
70 VF MH Interior Coating – Cementitious  
October 2017

D. Michael Mucha  
1610 Moorland Road  
Madison, Wisconsin 53713



## **Partial Listing of Epoxy Coating of Manholes & Structures:**

Project Name: Various CIPP Projects during 2003/2004  
Client: City of San Jose: Contact: Mike O'Connell: 408-277-8503  
Owner: City of San Jose, CA  
Number of Manholes: 45

Project Name: Mooretown Sewer Lift Station  
Client: Westcon Construction: Contact: Eric Campbell: 916-663-2425  
Owner: Lake Oroville Area PUD  
Number of Manholes: 1 Lift Station

Project Name: Hawes Ranch Estates  
Client: Jaeger Construction: Contact: Chris Jaeger: 530-673-3885  
Owner: City of San Jose, CA  
Number of Manholes: 1 Lift Station

Project Name: Florin Road Relief Sewer Proj #: XG96  
Client: Jaeger Construction: Contact: Chris Jaeger: 530-673-3885  
Owner: City of West Sacramento, CA  
Number of Manholes: 2

Project Name: Sewer Pipe Relining & Repairs Proj #: 9852  
Client: Insituform Technologies: Contact: Todd Chalk: 707-747-5888  
Owner: City of Salinas, CA  
Number of Manholes: 50

Project Name: CIPP Sewer Pipe Rehabilitation  
Client: Insituform Technologies: Contact: Todd Chalk: 707-747-5888  
Owner: City of Fresno, CA  
Number of Manholes: 2

Project Name: Julian-Sunol Sanitary Sewer Rehab Phase III  
Client: Ebert/Whitbeck, JV: Contact: Jim Ebert: 408-297-1031  
Owner: City of San Jose, CA  
Number of Manholes: 8

Project Name: Water & Wastewater Main Replacement Program  
Client: Crutchfield Construction: Contact: Harold Crutchfield: 209-463-5352  
Owner: City of Lodi, CA  
Number of Manholes: 48

## Equipment List

DESCRIPTION	EQUIPMENT TYPE	CATEGORY	CLASS	COUNT
TRUCK DUMP/FLATBED SINGLE	55' DISTRIBUTION BUCKET TRUCK 4X2	TRK-DUMP	A000	262
TRUCK DUMP/FLATBED TANDEM	2014 INTERNATIONAL 7600 TANDEM DUMP	TRK-DUMP	A200	58
TRUCK HAUL ARTICULATED	2015 CAT 740B ARTICULATING DUMP	TRK-DUMP	A240	5
TRUCK DUMP QUAD	2018 INTERNATIONAL 7600 QUAD DUMP	TRK-DUMP	A400	42
TRUCK CONCRETE AGTOR	2018 INTERNATIONAL 7600 STONE SLINGER	TRK-CONCRETE	A500	21
TRUCK WATER TANDEM 4000 GAL	2006 INTL 7400 6X6 WATER TRUCK	TRK-WATER	A600	52
TRUCK ROLLOFF	2013 7600 ROLL OFF	TRK-ROLLOFF	A700	11
TRUCK SLEEVING	2000 OSHKOSH 2346 6X6 FLEETING TRUCK	TRK-WIRE PULL	A800	3
TRUCK PICKUP SML	2017 FORD F150 CREW XLT RED	TRK-PICKUP	B100	638
TRUCK PICKUP MED	2017 FORD F250 SUPERCAB XL 4X4	TRK-PICKUP	B200	1,009
TRUCK VAN	2017 FORD TRANSIT 350 CARGO VAN	VAN	B400	26
TRUCK SEMI TRI HEAVY HAUL	2018 KENWORTH T800 TRI-AXLE SEMI TRACTOR	TRK-SEMI	C110	55
TRUCK SEMI TANDEM FIELD	2008 MACK GU713 TRACTOR TRAILER	TRK-SEMI	C400	166
TRUCK SEMI TANDEM OTR	2018 KENWORTH T880 TANDEM SEMI TRACTOR	TRK-SEMI	C600	30
TRUCK SEMI TANDEM CRANE	1980 AM GENERAL M920 4 AXLE	TRK-SEMI	C800	14
TRAILER <5K LB SINGLE AXLE	2017 DOOLITTLE UTILITY 77X12	TRAILER	D101	204
TRAILER 5K-19K LB TANDEM AXLE	2000 VACTRON PRESSURE WASHER TRAILER	TRAILER	D102	258
TRAILER DUMP	2017 FELLING FT12-DT DUMP TRAILER	TRAILER	D103	14
TRAILER CAR DOLLY	2018 MASTER TOW 80THDEB TOW DOLLY	TRAILER	D104	27
TRAILER CONVERTER DOLLY	2005 MICHEL'S	TRAILER	D105	8
SHACK DRILL/CONTROL	2017 MICHEL'S DRILL SHACK	TRAILER	D106	28
TRAILER ENCLOSED <16'	2018 CARGOMATE BL612SA ENCLOSED TRAILER	TRAILER	D111	61
TRAILER ENCLOSED 16-24'	2018 WELLS CARGO EW2024	TRAILER	D112	243
TRAILER ENCLOSED SPECIAL APP	2018 UNITED HOT STICK TOOL TRAILER	TRAILER	D113	31
TRAILER OFFICE	2015 DACCO OFFICE TRAILER 10X36	TRAILER	D121	26
TRAILER REEL	2007 MICHEL'S REEL TRAILER	TRAILER	D131	169
TRAILER REEL POWERED	2017 HYDRO ENGINEERING HR8FH REEL TRAILER	TRAILER	D132	55
TRAILER TRACKED ROUGH TERRAIN	2008 MICHEL'S CAT TRACKED REEL TRAILER	TRAILER	D141	13
TRAILER PIPE	2017 AMERICAN EAGLE IGT 200 TELESCOPIC PIPE TRAILER	TRAILER	D201	107
TRAILER POLE	2015 BP2080 BUTLER POLE TRAILER	TRAILER	D202	69
TRAILER STEP DECK	2001 OZZIE FLATBED TRAILER	TRAILER	D211	150
TRAILER FLATBED	2011 TRANSCRAFT TL-2000 48X102 TRAILER	TRAILER	D212	158
TRAILER FLATBED/STEPDECK EXPANDABLE	2008 MANAC 14353A00 EXTENDABLE STEP DECK	TRAILER	D213	8
TRAILER TANKER	2007 WYLIE 500 GALLON TANKER	TRAILER	D221	41
TRAILER VAN	2008 WABASH 725KW GENERATOR TRAILER	TRAILER	D231	133
TRAILER 20K-32K LB TANDEM AXLE	2000 PRESSURE WASHER TRAILER	TRAILER	D241	315
TRAILER VAN SPECIAL APPLICATION	2011 STOUGHTON 53' DRY VAN TRAILER	TRAILER	D301	143
TRAILER CONCRETE/GROUT <100 CU YD/HR	RELIN AMERICA DP-001 UV CURE CONVEYOR TR	TRAILER	D311	14
TRAILER CONCRETE /GROUT >100 CU YD/HR	2014 PUTZMEISER BSA 14000 HP D	TRAILER	D312	2
TRAILER VAN GENERATOR	2008 WABASH 45' GENERATOR TRAILER	TRAILER	D321	19
TRAILER LOWBOY 2-AXLE	2018 LOAD KING 402DFP GOOSENECK LOWBOY	TRAILER	D402	15
TRAILER LOWBOY 3-AXLE	2014 LOAD KING LOW BOY 55314 3 AXLE	TRAILER	D403	13
TRAILER LOWBOY 4-AXLE	2018 TRAILKING TK150HDG	TRAILER	D404	60
AXLE FLIP/TAG	2018 TRAIL KING TKFA1 FLIP AXLE	TRAILER	D409	45
TRAILER VAN REFRIGERATED	2003 UTILITY TANDEM 53' REEFER VAN	TRAILER	D411	13
TRUCK KNUCKLEBOOM BRIDGE	2002 FREIGHTLINER RC70	TRK-KNUCKBOOM	E000	3
TRUCK KNUCKLEBOOM	2011 INTERNATIONAL 4400 KNUCKLE BOOM	TRK-KNUCKBOOM	E100	9
TRUCK CHOPPER CABLE	1993 FORD F800 STRIPPER SN	COMMUNICATION	E110	3
TRUCK UTILITY	2001 INTERNATIONAL 4700 RODDER TRUCK	TRK-UTILITY	E120	47
TRUCK MECHANIC	2014 FORD F550 REG CAB MECHANIC TRUCK	TRK-UTILITY	E125	24
TRUCK WATER SINGLE 2000 GAL	2004 INTERNATIONAL 4300	TRK-WATER	E140	9
TRUCK GRAPPLE	2018 INTERN 7600 6X4 W/1010 GRAPPLE LOADER	TRK-MISC	E150	30
TRUCK VAC LRG	2014 PETERBILT PB348	TRK-VAC	E170	13
TRUCK BUS	2002 INTERNATIONAL AMTRAN	BUS	E180	23
TRUCK MUD ENCLOSED	2018 INTERNATIONAL 7600 BENTONITE TRUCK	DIRECTIONAL DRILL	E190	62

PULLER 1-DRUM HARDLINE 30K LB	2010 WAGNER SMITH T-1DP-1780 SINGLE DRUM	WIRE STRINGING	G260	2
TRAILER PULLER HARDLINE	2014 CONDUX TESMEC RW23 REEL STAND	WIRE STRINGING	G265	5
STAND REEL POWERED	2014 CONDUX TESMEC URW24	WIRE STRINGING	G270	2
STAND REEL	2013 CONDUX TESMEC RS20 REEL STAND	WIRE STRINGING	G275	68
TENSIONER BULLWHEEL <50"	2007 TSE T30/36 BWRC-3 BULL. WHL TENSION	WIRE STRINGING	G300	16
TENSIONER BULLWHEEL 50-72"	2013 WAGNER SMITH T-BWT 5-52RC BULLWHEEL TENSIONER	WIRE STRINGING	G305	19
TENSIONER BULLWHEEL 72" 3-BNDL	2010 WAGNER SMITH SK-3BWT-10-72	WIRE STRINGING	G310	2
TENSIONER BULLWHEEL 72" 2-BNDL	2014 WAGNER SMITH SKID BUNDLE	WIRE STRINGING	G315	2
PULLER TENSIONER HYD 2-BNDL	2014 CONDUX TESMEC AFS610 PULLER	WIRE STRINGING	G320	3
TRUCK DERRICK 45-47FT	2018 INTERNATIONAL 4300 W/ ALTEC DC47 DIGGER DERRICK	TRK- AERIAL/DERRICK	G400	100
DERRICK TRACKED BACKYARD	2014 ALTEC DB37 RUBBER TRACKED DIG DERRICK BACKYARD	TRK- AERIAL/DERRICK	G410	9
TRUCK DERRICK 60-70FT	2018 INTERNATIONAL 7400 W/ GENERAL 65 DIGGER DERRICK	TRK- AERIAL/DERRICK	G420	38
TRUCK DERRICK 80FT	2018 PETERBLT 365 W/ ALTEC DT80 DIGGER DERRICK	TRK- AERIAL/DERRICK	G430	12
TRUCK DRILL VERTICAL 20-22FT	2015 FREIGHTLINER DIGGER/ AUGER TRUCK	DRILL-VERT	G700	6
PLOW VIB SML	2015 DITCH WITCH ZAHN R300	TRENCHING	H100	23
TRENCHER SML	2013 TORO PRO SNEAK 360	TRENCHING	H200	21
TRENCHER MED	2014 ASTEC RT600 TRENCHER	TRENCHING	H300	10
TRENCHER LRG	2004 CASE 980 PLOW/BACKHOE	TRENCHING	H400	8
TRENCHER 250HP WHEEL/CHAIN	1999 TESMEC ROCK SAW	TRENCHING	H500	3
TRENCHER 200HP WHEEL/CHAIN	2011 VERMEER TC655 TRENCHER	TRENCHING	H600	6
TRENCHER WALK BEHIND	2004 DITCHWITCH TRENCHER	TRENCHING	H700	9
TRENCHER WHEEL BARBER GREENE	BARBER GREEN 168 BOOM	TRENCHING	H970	1
TRENCHER >250HP WHEEL/CHAIN	2011 TESMEC TR51375-105 BUCKET TRENCHER	TRENCHING	H980	3
PLOW DRAIN	6050 DWHT DEWATERING TRENCHER	DEWATERING	H995	1
CARS AND SUV	2017 FORD EDGE SE AWD WHITE	TRK-MISC	I100	160
GRADER <100HP	2008 MAULDIN M413XT MINI GRADER	GRADER	J100	1
GRADER 100-225HP	2015 CAT 140M3 GRADER	GRADER	J200	12
GRADER >225HP	2008 CAT 16M MOTOR GRADER	GRADER	J300	3
CONVEYOR <30 FT	2008 GLAWE CONVEYOR	CRUSHING	K080	11
CONVEYOR 31-50 FT	2012 KOLBERG 36X50 CONVEYOR	CRUSHING	K090	66
CONVEYOR 51-80 FT	2013 KPI ROLLPACK STACKABLE CONVEYOR	CRUSHING	K100	64
CONVEYOR 81-100 FT	2008 NOREAST 30X85	CRUSHING	K110	12
CONVEYOR 101-400 FT	2016 SUPERIOR ESUP 36X75 SLIDE-PAC STACKABLE CONVEYOR	CRUSHING	K120	26
TRAILER BIN SURGE	2010 MICHELS 2 BIN FEEDER	CRUSHING	K140	9
SHOULDER MACHINE	2006 FIVE STAR SHOULDER MA W730	CRUSHING	K150	3
CONVEYOR >400 FT	2012 SUPERIOR 36X500 TRAILBLAZER CONVEYOR	CRUSHING	K160	3
TRAILER WASH PLANT	2016 KPI 1830PH PORTABLE WASH PLANT	CRUSHING	K180	3
TRAILER CONE PLANT	2014 GREYHAWK CONE CRUSHING PLANT	CRUSHING	K200	13
TRAILER DUAL SCREEN	2016 ASTEC GT205S SCREEN PLANT	CRUSHING	K400	19
TRAILER CRUSHER IMPACTOR	GH/METSO HP400 RFSO PLANT	CRUSHING	K500	21
SCREEN DUAL 6X20TD	2017 SUPERIOR F7203 7X20 SCREEN PLANT	CRUSHING	K700	13
TRAILER BREAKER	LIPPMAN- MILWAUKEE PORTABLE ELECTRIC IMPACTOR PLANT	CRUSHING	K800	13
ROLLER DRUM REMOTE CONTROLLED	2013 WACKER RTX-SC2 TRENCH ROLLER	ROAD/HWY	L110	13
ROLLER DRUM 48"-60"	2010 INGERSOLL RAND DD24	ROAD/HWY	L330	4
ROLLER DRUM 84"	2017 CAT CS56B VIBRATORY COMPACTOR	ROAD/HWY	L440	13
MISC ROLLERS - L55	WACKER RD12A ROLLER	ROAD/HWY	L550	1
ROLLER BALLAST WOBBLE WHEEL	1993 WOBBLE WHEEL	ROAD/HWY	L990	4
COMPACTOR PLATE HYD	2017 NPK C6C COMPACTOR	MISC	M800	57
EXCAVATOR 25K-40K LB	2017 KOMATSU PC170LC-11 EXCAVATOR	EXCAVATION	N100	57
CRANE TRACKED 60-80 T	1992 KOBELCO CRAWLER	CRANE-CRAWLER	N110	3
CRANE TRACKED 81-100 T	2013 TADANO MANTIS 20010 100 TON HYDR CRAWLER CRANE	CRANE-CRAWLER	N130	8
CRANE TRACKED 130-180 T	2014 KOBELCO CK1600G CRAWLER CRANE 160T	CRANE-CRAWLER	N135	5
CRANE TRACKED 300T	2015 MANITOWOC MLC300 CRAWLER CRANE	CRANE-CRAWLER	N137	1
EXCAVATOR 40K-55K LB	2017 KOMATSU PC228USLC-10 EXCAVATOR	EXCAVATION	N200	69
EXCAVATOR 55K-70K LB	2013 JOHN DEERE 290G	EXCAVATION	N210	27
EXCAVATOR 70K-85K LB	2017 CAT 336FL	EXCAVATION	N300	146
EXCAVATOR 85K-110K LB	2017 CAT 349FL	EXCAVATION	N400	88
EXCAVATOR >110K LB	2010 HITACHI ZX650LC-3 EXCAVATOR	EXCAVATION	N500	3
EXCAVATOR <25K LB	2017 JOHN DEERE 75G MINI EXCAVATOR	EXCAVATION	N600	45
CRANE TRACKED 40-59 T	1992 KOBEL CO 55 TON CRAWLER	CRANE-CRAWLER	N900	2
FARM IMPLEMENT STATIC	2000 JOHN DEERE 8' DISK	FARM TRACTOR-IMPLEMENT	O000	82
FARM IMPLEMENT POWERED	2013 SWENSEN VBOX SALT/SAND SPREADER	FARM TRACTOR-IMPLEMENT	O900	101
DOZER PLOW 300-399HP	2006 CAT D8T CRAWLER TRACTOR	TRACK-DOZER	P100	9

CONCRETE BATCH PLANT	2016 REXCON MODEL S CONCRETE BATCH PLANT	CONCRETE	V500	7
CONCRETE BATCH PLANT SML	2009 CEMCO MODEL 220 BATCH PLANT	CONCRETE	V700	2
PROFILER	2006 JOHN DEERE PROFILER ROLINE LASER	CONCRETE	V800	1
PAVER WORK BRIDGE	2012 WACKER CONCRETE VIBRATOR	CONCRETE	V900	4
CONCRETE WATER SUPPLY	2016 SIOUX HM1.7 HORIZONTALLY DIESEL WATER HEATER	CONCRETE	V910	6
SAW CONCRETE RIDE ON	2017 HUSQVARNA SOFF-CUT X5000 SAW	CONCRETE	V920	15
SCREED POWER	2010 MORRISON 32' OMS05STDA POWER SCREED	CONCRETE	V930	4
ASPHALT RECYCLER	2016 BAGELA 8A 10000 ASPHALT RECYCLER	CONCRETE	V940	1
TAR KETTLE	2013 CRAFTCO SUPERSHOT 125DC TAR KETTLE W/ COMPRESSOR	CONCRETE	V945	1
COMPRESSOR <80 CFM	2016 VANAIR VIPER G80 COMPRESSOR	COMPRESSOR	X100	148
COMPRESSOR 80-250 CFM	2017 DOOSAN P185WDO-T4F PULL TYPE	COMPRESSOR	X300	320
COMPRESSOR 251-800 CFM	2017 DOOSAN P425/HP375WCU-T4F COMPRESSOR	COMPRESSOR	X500	8
COMPRESSOR >800 CFM	2009 INGERSOLL RAND HP1600WCU COMPRESSOR	COMPRESSOR	X600	16
BOAT ALUMINUM	2017 ALUMACRAFT 1648 16' JOHN BOAT	MISC	Y002	5
PROFILER ASPHALT ZIPPER	2000 ASPHALT ZIPPER	ROAD/HWY	Y007	1
BARGE DECK 70X34FT	DECK BARGE 70X34X6	MISC	Y008	1
BARGE DECK 85X93FT	DECK SCOW #18 DECK BARGE	MISC	Y009	3
BARGE DECK 137X34FT	ELLIS DECK BARGE 137X34X6	MISC	Y010	1
BARGE HARBOR BUILDER	SCOW #25 HARBOR BUILDER CRANE BARGE	MISC	Y011	1
BARGE DECK 180X54X12.5FT	DECK SCOW 52 BARGE	MISC	Y012	1
BOAT UTILITY 25'	UTILITY STEEL HULL BOAT	MISC	Y013	2
BOAT SURVEY	CRESTLINER 16' TUG	MISC	Y014	2
DECK BARGE 10X40FT	2013 MICHELS BARGE	MISC	Y015	3
ATV WHEELED	2017 POLARIS RANGER 6X6	ATV	Y100	110
UTV AMPHIBIOUS	2012 ARGO 750 HDI 747CC ATV	ATV	Y102	2
LIGHT PLANT	2015 GRANDWATT 4TN4000XD-1700 PORTABLE LIGHT TOWER	MISC	Y103	78
GENERATOR 400-1000KW	2015 CAT C27	GENERATOR	Y105	42
GENERATOR 51-125KW	2017 MULTIQUIP 70 WHISPERWATT DCA-70SSIU2	GENERATOR	Y106	56
GENERATOR 126-400KW	2017 MULTIQUIP 150KVA WHISPERWATT GENSET	GENERATOR	Y107	34
GENERATOR 10-50KW	2017 MULTIQUIP DCA25SSIU4F	GENERATOR	Y108	53
MAT WASHER	2011 MICHELS SWAMP MAT WASHING MACHINE	MISC	Y118	1
BORING MARCHINE CORE DRILL	2014 VERMEER CORE SAW	MISC	Y119	4
PUMP FILL HI PRESSURE	2004 CRISFULLI PUMP	MISC	Y121	8
TRAILER TRAFFIC CONTROL	2002 BEMIS 2000 ARROW BOARD	MISC	Y122	45
SAND BLASTER POT (NO COMPRESSOR)	2006 MARCO SANDBLASTER	MISC	Y124	2
PUMP SLURRY	2014 CHEMGROUT CG600 GROUT PLANT	MISC	Y125	9
WELDER >250A	2017 LINCOLN VANTAGE 300 WELDER	MISC	Y127	121
PUMP DIESEL DRIVE	2016 GODWIN HEIDRA 150 HYDRAULIC PUMP	WATER PUMP	Y130	68
INVERTER	2011 NORDITUBE INVERTER	MISC	Y131	2
SAW STONE	1999 JAGUAR DIAMOND SAW	MISC	Y133	1
DRILL ROCK BLASTING	2012 JOHN HENRY JH20	MISC	Y134	2
INVERTER SMALL	24" PIPE SHOOTER	MISC	Y135	8
DRILL ROCK BLASTING 1 1/2 INCH	2007 TAMROCK DQ240 TRIMMER	MISC	Y136	1
DRILL ROCK BLASTING 2 1/2 INCH	2017 DOOSAN EXCAVATOR W/ ATLAS COPCO SPEEDROC DRILL	MISC	Y137	3
DRILL ROCK BLASTING 4 INCH	2010 ATLAS COPCO ROC D7-11	MISC	Y138	1
HYDRODEMOLITION ROBOT	2016 AQUAJET HYDRO DEMO CUTTER 710V XL EVOLUTION 2 0	MISC	Y140	1
HYDRODEMOLITION POWER PACK	2016 AQUAJET HYDRODEMOLITION POWER PACK UNIT	MISC	Y141	1
HYDRODEMOLITION WATER SEPERATION SYSTEM	2016 AQUAJET ECOCLEAR WATER SEPARATION TANK	MISC	Y142	1
BLOWER FIBER	2002 SHERMIN REILLER BLOWER MOTOR	COMMUNICATION	Y201	2
FUSION MACHINE 24"	2013 MCELROY T630 FUSION MACHINE	COMMUNICATION	Y203	2
FUSION MACHINE 6'-18"	2017 MCELROY 412 TRACKSTAR 28 4"-12" DIPS FUSION MACHINE	COMMUNICATION	Y204	13
FUSION MACHINE 48"	2006 MCELROY FUSION MACHINE	COMMUNICATION	Y205	6
PUMP DRI PRIME	2016 BBA BA80H	WATER PUMP	Y304	5
PUMP WELL POINT 8"	2015 GODWIN GRL200	WATER PUMP	Y306	21
BLOWER STRAW	FINN B70T41 PORTABLE STRAW BLOWER	MISC	Y409	25
SEEDER HYDRO	2014 FINN HYDORSEEDER	MISC	Y410	2
PIPE ROLLER CRADLE	CRC EVANS ROLLER CRADLE 36-48"	PIPELINE	Y504	41
PIPE HANDLER VACUUM	2010 VACUWORX RC10	PIPELINE	Y505	22
BUCKET PADDING	2013 OUTLAW PADDING BUCKET	PIPELINE	Y506	50
BENDER PIPE 6-24"	2007 CRC EVANS PBM 6-20	PIPELINE	Y507	1
BENDER PIPE >24"	2007 CRC-EVANS PBM 6-20 PIPE BENDER	PIPELINE	Y508	7
TRUCK FOAM SYSTEM	2011 INTERNATIONAL 4400 24' VAN EPOXY TRUCK	PIPELINE	Y511	5
DUST CONTROL WATER	2011 DUST BOSS DB-60 MISTER	PIPELINE	Y513	2

VILLAGE OF ORLAND PARK  
2020 SANITARY MANHOLE REHABILITATION  
REHABILITATION SCHEDULE

Manhole No.	Street Name	General Information				Recommendations											
		Structure Material	Surface Type	Location	Manhole Diameter (in)	Structure Depth (ft)	Replace Cover	Replace Cover & Frame (Paved)	Replace Cover & Frame (Unpaved)	Soil & Adjust Mfr. Frame (Paved)	Soil & Adjust Mfr. Frame (Unpaved)	Inherent Churnway Seal	Conventional Sealing	Ground Water	Ground Inlets	Ground Bottom Seal	Crack Seal
E-18	Golfview Dr	Concrete (reinforced)	Grass/Dir	Yard	48"	14.7							14.7				
E-20	88th Ave	Concrete (non-reinforced)	Concrete/Pavement	Sidewalk	48"	9		X				9					
E-29A	S 87th Ave	Concrete (reinforced)	Grass/Dir	Easement/ROW			X										
F-73	Orlan Brook Rd.	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	8.2	X					8.2					
F-119	Glen Oak Rd	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	7.4						7.4					
G-43	Tally Ho Ln	Concrete (reinforced)	Grass/Dir	Yard	48"	8.1				X							
G-44	Tally Ho Ln	Concrete (reinforced)	Grass/Dir	Yard	48"	7.7				X				X	1		
G-54	Royal Georgian Rd	Concrete (reinforced)	Concrete/Pavement	Light Highway	48"	22.57				X							
G-55	Barleycorn Ct	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	9.4					X						
G-56	Barleycorn Ct	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	8.35					X						
G-60	Black Friars Rd	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	8.3				X		8.3					
G-62	Wheeler Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	11				X				X	1		
G-62	Wheeler Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	8.7					X						
G-65	Westford Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	7.85					X		7.85				
G-70	Shelfield Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	13.5				X				X	1		
G-74	Yorkshire Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	9.5				X		9.5					
G-75	Yorkshire Ln	Concrete (reinforced)	Asphalt	Driveway	48"	7.2				X				X	1		
G-88	Stradford Ln	Concrete (reinforced)	Concrete/Pavement	Driveway	48"	7.5				X		7.5					
G-89	Stradford Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	6.7					X	6.7					
G-91	Stradford Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	4.45					X						
G-99	Regent Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	12.0				X		12.0					
G-100	Regent Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	13.65					X	13.65					
G-102	Bedford Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	15.3					X	15.3					
G-103	Bedford Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	18.8					X	18.8					
G-105	Bedford Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	5.1					X						
G-106	Regent Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	16				X		16					
G-108	Wheeler Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	14.3				X		14.3					
G-109	Wheeler Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	12.8				X		12.8					
G-110	Wheeler Dr	Concrete (reinforced)	Asphalt	Driveway	48"	10.6				X		10.6					
G-111	Wheeler Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	13.55					X	13.55					
G-128	S 94th Ave	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	13.9					X			X	1		
G-129	Orland Park	Concrete (reinforced)	Concrete/Pavement	Easement/ROW	48"	11.85					X						
G-131	Wheeler Dr	Concrete (reinforced)	Grass/Dir	Yard	48"	13.8					X						
G-133	Wherry Ln	Concrete (reinforced)	Grass/Dir	Yard	48"	7.5					X	7.5					
G-134	Wherry Ln	Concrete (reinforced)	Grass/Dir	Yard	48"	9.6					X	9.6					
G-135	Wherry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	7.55				X				X	1		
G-136	Wherry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	11.7				X							
G-137	Whitehall Ln	Concrete (reinforced)	Asphalt	Driveway	48"	8.03				X		8.03					
G-138	Westminster Dr	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	12.7				X		12.7					
G-139	Westminster Dr	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	12.6				X							
G-140	Whitehall Ln	Concrete (reinforced)	Asphalt	Sidewalk	48"	13.7				X				X	1		
G-143	S 94th Ave	Concrete (reinforced)	Asphalt	Parking Lot	48"	16.6				X		16.6					
G-145	S 94th Ave	Concrete (reinforced)	Asphalt	Parking Lot	48"	15.8				X				X	1		
G-145A	S 94th Ave	Concrete (reinforced)	Asphalt	Parking Lot	48"	15.76				X		15.76					
G-146	Sunrise Ln	Concrete (reinforced)	Grass/Dir	Light Highway	48"	15.8				X				X	1		
G-147	Sunrise Ln	Concrete (reinforced)	Grass/Dir	Yard	48"	14.5				X		14.5					
G-148	Sunrise Ln	Concrete (reinforced)	Grass/Dir	Yard	48"	8.7					X	8.7					
G-153	US-6	Concrete (reinforced)	Concrete/Pavement	Light Highway	48"	7.75						7.75					
G-154	US-6	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	11.8								X			
G-154A	W 159th St	Concrete (reinforced)	Asphalt	Parking Lot	48"	8				X							
G-163	Torrey Pines Rd.	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	6.4				X				X	1		X
G-202	Sunrise Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	9.98					X						
G-241	Wheeler Dr	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	12.3				X							
G-243	Peachtree Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	9.8				X							
G-244	Peachtree Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	10.3					X						
G-245	Peachtree Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	10.5					X						
G-246	Peachtree Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	8.3					X						
G-247	Dewberry Ln	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	12.05				X							
G-248	Dewberry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	10.6					X						
G-250	Dewberry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	12.6				X							
G-251	Dewberry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	9.8					X			X	2		
G-252	Dewberry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	8.25					X						
G-253	Dewberry Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	8.3					X						
G-254	Helin Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	13.9				X				X	1		
G-255	Merton Dr	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	10.5				X				X	1		
G-257	Helin Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	15.55					X			X	1		
G-258	Helin Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	14.5				X				X	1		
G-259	Helin Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	11.7				X				X	1		
G-260	Helin Ln	Concrete (reinforced)	Grass/Dir	Easement/ROW	48"	9.3				X				X	1		
G-261	Helin Ln	Concrete (reinforced)	Asphalt	Driveway	48"	8.7											

VILLAGE OF ORLAND PARK  
2020 SANITARY MANHOLE REHABILITATION  
REHABILITATION SCHEDULE

Manhole No.	Street Name	General Information				Recommendations											
		Structure Material	Surface Type	Location	Manhole Diameter (ft)	Structure Depth (ft)	Replace Cover	Replace Cover & Frame (Paved)	Replace Cover & Frame (Unpaved)	Seal & Adjust MH Frame (Paved)	Seal & Adjust MH Frame (Unpaved)	Internal Chimney Seal	Corrosion/Flow Sealing	Scout Wall Joints	# Wall Joints	Scout Bottom 18"	Curtain Grout
G-262	Helen Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	9.0				X							
G-263	Arts Ct	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	8.45					X						
G-264	Helen Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	10.0					X		10.0				
G-266	Oxford Dr	Concrete (reinforced)	Asphalt	Light Highway	48"	5.85			X								
G-267	Oxford Dr	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	6.5				X			6.5				
G-273	Chesterfield Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	9.2					X						
G-274	Chesterfield Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	9.6					X			X	2		
G-275	Danford Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	7.4					X			X	1		
G-276	Danford Ln	Concrete (reinforced)	Concrete/Pavement	Sidewalk	36"	5.8			X								
G-277	Chesterfield Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	7.8					X						
G-278	Chesterfield Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	5.7					X						
G-279	Waterford Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	12.7					X			X	1		
G-282	Bradford Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	10.3			X					X	1		
G-284	Bradford Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	9.8					X						
G-285	Westminster Dr	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	7.2			X								
G-286	Waterford Ln	Concrete (reinforced)	Asphalt	Driveway	48"	12.6			X								
G-287	Waterford Ln	Concrete (reinforced)	Asphalt	Driveway	48"	11.7			X								
G-288	Waterford Ln	Concrete (reinforced)	Asphalt	Driveway	48"	10.4			X								
G-292	Wheeler Dr	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	13.5					X						
G-296	Oxford Dr	Concrete (reinforced)	Grass/Dirt	Yard	48"	12.58					X						
G-301	Devonshire Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	10.8			X								
G-302	Wheeler Dr	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	8.8			X								
G-304	Sheffield Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	8.5					X						
G-305	Sheffield Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	5.15			X								
G-306	Lancaster Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	7.9			X								
G-307	Lancaster Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	5			X								
G-308	Wheeler Dr	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	8.2			X					X	1		
G-319	Kingston Ln	Concrete (reinforced)	Asphalt	Driveway	48"	8.42					X						
G-325	Kensington Way	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	6.1					X						
G-327	Oxford Dr	Concrete (reinforced)	Grass/Dirt	Yard	48"	13.29					X						
G-327-A	Daford Dr	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	14.2					X						
G-329	Pembroke Ln	Concrete (reinforced)	Asphalt	Parking Lot	48"	7.94			X								
G-353	W 159th St	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	6.2					X						
G-354	W 159th St	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	6.24					X			X	1		
G-356	Westminster Dr	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	7.4			X					X	1		
G-357	Westminster Dr	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	7.1					X						
G-358	Westminster Dr	Concrete (reinforced)	Asphalt	Driveway	48"	5.3			X								
G-358-A	Erlin Ln	Concrete (reinforced)	Asphalt	Yard	48"	6.9			X				6.9				
G-359	Whitehall Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	6.7					X						
G-360	Whitehall Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	7.3					X						X
G-361	Whitehall Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	5.9					X						
G-362	Whitehall Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	13.54					X						
G-363	Whitehall Ln	Concrete (reinforced)	Asphalt	Driveway	48"	5.4			X								
G-364	Whitehall Ln	Concrete (reinforced)	Asphalt	Driveway	48"	9.75			X					X	2		
G-365	Chiffside Ln	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	9.0			X								
G-367	Chiffside Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	8.35					X						
G-368	Chiffside Ln	Concrete (reinforced)	Asphalt	Driveway	48"	7.3			X					X	1		
G-369	Whitehall Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	11.1					X						
G-370	Wherry Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	7.3					X						
G-371	Chiffside Ln	Concrete (reinforced)	Grass/Dirt	Easement/ ROW	48"	5					X			X	1		
G-385	S 94th Ave	Concrete (reinforced)	Asphalt	Parking Lot	48"	5.4			X					X	1		
G-386	Whitehall Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	6.33					X			X	1		
G-388	Bradford Ln	Concrete (reinforced)	Grass/Dirt	Yard	48"	11.1					X						
G-395	W 159th St	Concrete (reinforced)	Asphalt	Parking Lot	48"	4.05			X								
G-407	W 159th St	Concrete (reinforced)	Concrete/Pavement	Sidewalk	48"	9.0					X						
H-257	Fairway Dr.	Concrete (reinforced)	Concrete/Pavement	Driveway	48"	6.7	X										



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Insurance America Inc	24554	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC#														
INSURER A: Greenwich Insurance Company	22322														
INSURER B: XL Insurance America Inc	24554														
INSURER C: XL Specialty Insurance Company	37885														
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Michels Pipe Services, a Division of Michels Corporation 817 Main Street Brownsville, WI 53006															

**COVERAGES**                      **CERTIFICATE NUMBER:** W18037351                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CGD740955303	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAD740955403	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			US00077661L120A	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A			CWD740955103	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation - WI and Employers Liability Work Comp: Per Statute			CWR740955203	02/01/2020	02/01/2021	E.L. Each Accident \$1,000,000 E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name/#/Description: 2020 Sanitary Manhole Rehabilitation.  
 Project Address/Location: Various Locations.

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents are Additional Insureds with respect to the General Liability, Auto Liability and Umbrella/Excess Liability coverage and the work performed by the Named Insured when required by written contract, agreement or permit executed

<b>CERTIFICATE HOLDER</b>  Village of Orland Park, IL 14700 S. Ravinia Avenue Orland Park, IL 60462	<b>CANCELLATION</b>  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  



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Michels Pipe Services, a Division of Michels Corporation 817 Main Street Brownsville, WI 53006	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

prior to loss.

Such insurance as is afforded to Additional Insured shall be Primary and Non-contributory with any other insurance available to Additional Insured if required by contract executed prior to loss.

Waiver of Subrogation applies in favor of Village of Orland Park, with respects to General Liability and Workers Compensation as permitted by law.

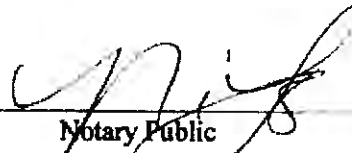
Umbrella/Excess Liability policy is follow form.

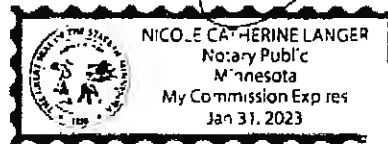
# Surety Acknowledgment

---

State of Minnesota }  
County of Hennepin } ss.

On this 27<sup>th</sup> day of July 2020, before me personally came Heather R. Goedel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.

  
\_\_\_\_\_  
Notary Public



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedel, Kelly Nicole Enghauser, Michelle Halter, Individually**

of Bloomington, MN, their true and lawful Attorney(s) in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of Decmber, 2019.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of December, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of July, 2020.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

# CNA SURETY

## Performance Bond

Bond No. 30110935/190046312

**CONTRACTOR:**

(Name, legal status and address)

Michels Pipe Services, a Division of  
Michels Corporation  
817 Main Street  
Brownsville, WI 53006

**SURETY:**

(Name, legal status and principal place  
of business)

Continental Casualty Company  
333 S. Wabash Avenue, 41st Floor  
Chicago, IL 60604  
AND  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

(Name, legal status and address)

Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

**CONSTRUCTION CONTRACT**

Date: September 28, 2020

Amount: \$319,733.00

**Description:**

(Name and location)

2020 Sanitary Manhole Rehabilitation

**BOND**

Date: September 28, 2020

(Not earlier than Construction Contract Date)

Amount: \$319,733.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL****Company:**

Michels Pipe Services, a Division of  
Michels Corporation

**Company:**

Continental Casualty Company &  
Liberty Mutual Insurance Company

(Corporate Seal)

**Signature:**

Name Nike Figlio

and Title: Regional Manager, Pipe Services

(Any additional signatures appear on the last page of this Performance Bond.)

**Signature:**

Name

and Title: Nicole Langer, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Willis Towers Watson Midwest, Inc.  
8400 Normandale Lake Boulevard, Suite 1700  
Bloomington, MN 55437  
Phone: 763.302.7214

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

NONE

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

# CNA SURETY

## Payment Bond

Bond No. 30110935/190046312

**CONTRACTOR:**

(Name, legal status and address)

Michels Pipe Services, a Division of  
Michels Corporation  
817 Main Street  
Brownsville, WI 53006

**SURETY:**

(Name, legal status and principal place  
of business)

Continental Casualty Company  
333 S. Wabash Avenue, 41st Floor  
Chicago, IL 60604  
AND  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**OWNER:**

(Name, legal status and address)

Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

**CONSTRUCTION CONTRACT**

Date: September 28, 2020

Amount: \$319,733.00

**Description:**

(Name and location)

2020 Sanitary Manhole Rehabilitation

**BOND**

Date: September 28, 2020

(Not earlier than Construction Contract Date)

Amount: \$319,733.00

Modifications to this Bond:  None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

Michels Pipe Services, a Division of Michels Corporation

**SURETY**

Company:

Continental Casualty Company &  
Liberty Mutual Insurance Company

(Corporate Seal)

Signature:

Name Mike Fielro

and Title: Regional Manager, Pipe Services

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name

and Title: Nicole Langer, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Willis Towers Watson Midwest, Inc.  
8400 Normandale Lake Boulevard, Suite 1700  
Bloomington, MN 55437  
Phone: 763.302.7214

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A312 - Payment Bond - 2010 Edition.



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

NONE

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

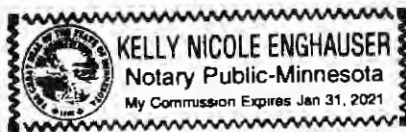
# Surety Acknowledgment

---

State of MINNESOTA }  
County of Hennepin } ss.

On this 28<sup>th</sup> day of September 2020, before me personally came Nicole Langer, to me known, who being by me duly sworn, did depose and say that she/he is the Attorney-in-Fact of Continental Casualty Company & Liberty Mutual Insurance Company described in and which executed the above instrument: that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

  
\_\_\_\_\_  
Notary Public



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Jill N. Swanson, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Kelly Nicole Bruggeman, Heather R. Goedel, Michelle Halter, Individually**

of Bloomington, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 15th day of August, 2018.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of August, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of September, 2020



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196930-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohlig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of September, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.