

Meeting Date: 4/7/2015

Report Type: Consent

Report ID: 2015-00279

Title: Contract: Cured-In-Place-Pipe Sewer Rehabilitation 2014/2015 Project (X14130702)

Location: Citywide

Recommendation: Pass a Motion 1) approving the contract plans and specifications for the project; and 2) awarding the contract to Michels Corporation dba Michels Pipeline Construction for an amount not to exceed \$465,529.

Contact: Dan Sherry, Interim Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Contract

City Attorney Review

Approved as to Form
Joe Robinson
4/1/2015 10:56:38 AM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 3/23/2015 12:06:34 PM

Description/Analysis

Issue: This project will repair and rehabilitate approximately 6000 feet of 6, 8, 12, and 15-inch diameter pipeline by lining the existing pipeline with a cured-in-place-pipe liner. As part of this project, 27 manholes will be rehabilitated and other associated work performed.

Policy Considerations: Rehabilitation of aging and deteriorated sewer pipes is consistent with the Department of Utilities' (DOU's) Capital Improvement Programming Guide to rehabilitate, replace, and expand critical infrastructure to ensure reliability and safety of the City's sewer system. The requested action is in conformance with City Code Chapter 3.60, Articles I and III, which provide that the City Council may award competitively bid contracts to the lowest responsible bidder. Staff has verified or will verify prior to the Notice to Proceed, that the bonds and insurance required for this project are valid.

Economic Impacts:

This infrastructure repair project is expected to create 1.9 total jobs (1.1 direct jobs and 0.8 jobs through indirect and induced activities) and create \$287,434 in total economic output (\$181,172 of direct output and another \$106,262 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: The Community Development Department, Environmental Planning Division, has reviewed the proposed project and has determined that this project is categorically exempt from the California Environmental Quality Act (CEQA) under State Class 1 and 2 and Section Numbers 15301(b, d) and 15302(c) of the CEQA Guidelines, as the project consists of the repair and maintenance of existing sewerage utilities including the rehabilitation of deteriorated facilities and the replacement and reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

Sustainability: The project is consistent with the City's Sustainability Master Plan by reducing sanitary sewer outflows, which is one of the City's sustainability targets; and by improving reliability, which will reduce energy-intensive maintenance efforts.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Engineering Services advertised the project to solicit bids and five bids were received and opened by the City Clerk on March 4, 2015.

Bidder No.	Bidder Name	Total Bid
1	Michels Corporation dba Michels Pipeline Construction	\$465,529.00
2	Insituform Technologies, Inc.	\$485,577.50
3	SAK Construction, LLC	\$642,025.00
4	Southwest Pipeline and Trenchless Corp.	\$673,695.00
5	Nor Cal Pipeline Services	\$678,692.75

The lowest responsive and responsible bidder is Michels Corporation dba Michels Pipeline Construction. Staff recommends the contract be awarded to Michels Corporation dba Michels Pipeline Construction for an amount not to exceed \$465,529.

Financial Considerations: Cured-in-Place-Pipe (CIPP) Sewer Rehab is within the Wastewater Collection Pipe Line Program (X14130700). With the construction contract for an amount not to exceed \$465,529, the total costs for design, inspection, construction, and contingency are estimated to be \$630,000. There are sufficient funds in the Wastewater Collection Pipe Line Program (X14130700, Fund 6320) to award the contract.

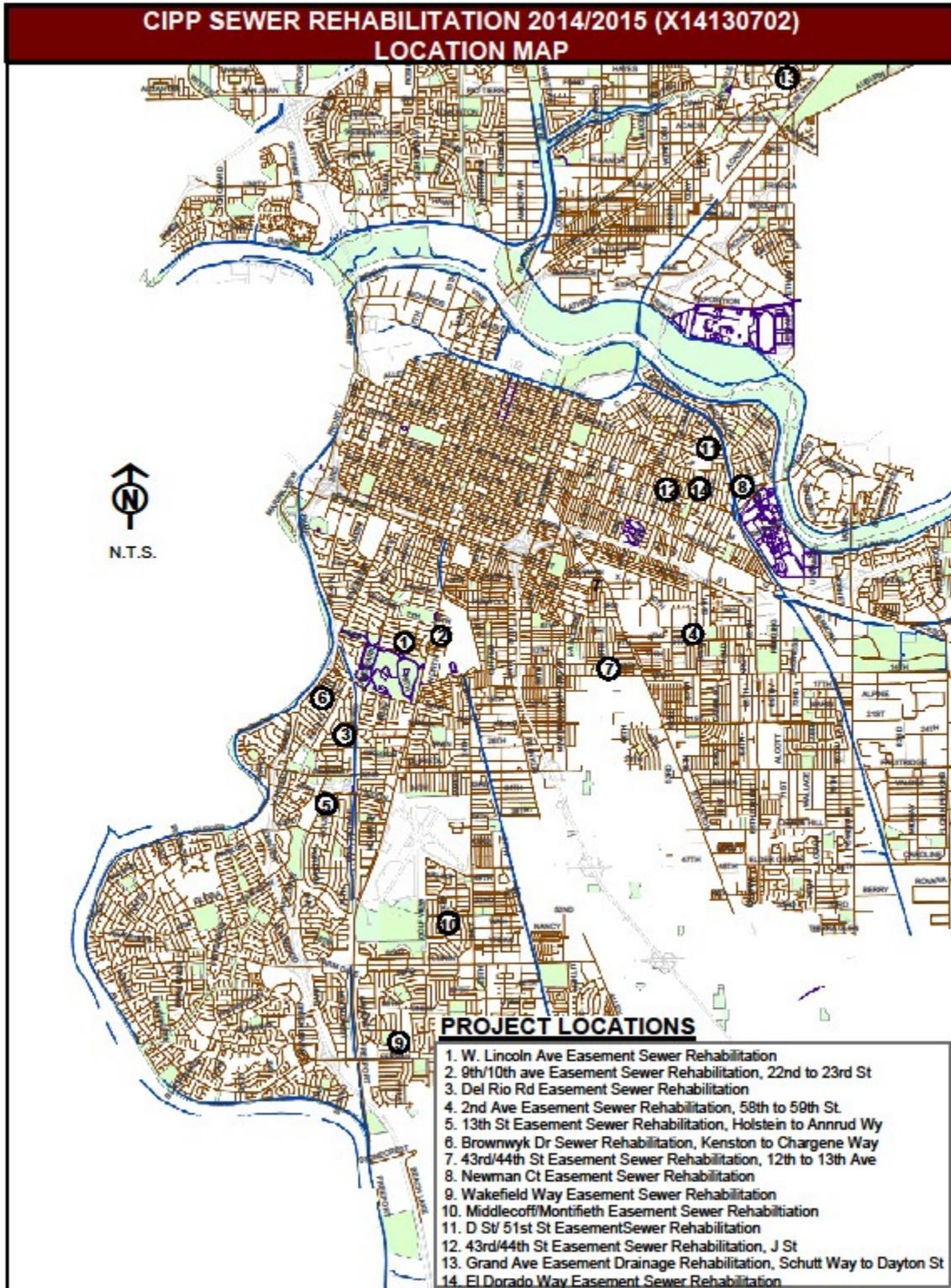
Local Business Enterprise (LBE): Michels Corporation dba Michels Pipeline Construction exceeds the City's minimum LBE participation level.

Background

In the City of Sacramento, many sewer mains were constructed in back yard or side yard easements. These sewer mains are difficult to access with conventional equipment and are costly and disruptive to repair, maintain, or replace. The Department of Utilities currently uses trenchless or “no dig” technologies to repair and maintain these sewer mains. Cured-in-place-pipe (CIPP) rehabilitation repairs the pipeline with minimal public disruption and surface damage, since the majority of the work occurs remotely within the pipeline itself and access is through existing manholes.

On an annual basis, pipelines requiring trenchless repairs are prioritized per the Department’s CIP Programming Guide and funded as budgets allow. This construction contract, Cured-In-Place Pipe Rehabilitation 2014/2015, will repair approximately 6000 feet of 6, 8, 12, and 15-inch diameter pipeline. The repair consists of inserting a resin impregnated liner into an existing pipe, forming a seamless pipe within a pipe. Twenty-seven manholes will be rehabilitated by installing a coating on the manhole walls to repair any degradation caused by hydrogen sulfide attack, repairing any holes or cracks, and effectively sealing the manholes.

Five bids were received and opened by the City Clerk on March 4, 2015.



Contractor's Name: Michels Corporation dba Michels Pipeline Construction
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **March 4, 2015**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California and opened at **2:00 PM**, or as soon thereafter as business allows, on **March 4, 2015**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

CURED-IN-PLACE-PIPE (CIPP) SEWER REHABILITATION 2014/2015
(PN: X14130702) (B15141321015)

in the City and County of Sacramento, California.

TOTAL BID: Four Hundred Sixty Five Thousand Five Hundred Twenty Nine Dollars (\$ 465,529⁰⁰)

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	\$ 1,051 ⁰⁰	\$ 1,051 ⁰⁰
2	Mobilization	1	LS	\$ 21,054 ⁰⁰	\$ 21,054 ⁰⁰
3	Point Repairs	80	LF	\$ 526 ⁰⁰	\$ 42,080 ⁰⁰
4	CCTV and Clean Sewer Pipe	5970	LF	\$ 6.25	\$ 37,312.50
5	6-Inch CIPP Liner to Install	3115	LF	\$ 30.50	\$ 95,007.50
6	8-Inch CIPP Liner to Install	2305	LF	\$ 28 ⁰⁰	\$ 64,540 ⁰⁰
7	12-Inch CIPP Liner to Install	325	LF	\$ 37 ⁰⁰	\$ 12,025 ⁰⁰
8	15-Inch CIPP Liner to Install	150	LF	\$ 96 ⁰⁰	\$ 14,400 ⁰⁰
9	6-Inch Sewer Pipe to Construct	1	LS	\$ 3,158 ⁰⁰	\$ 3,158 ⁰⁰
10	Laterals to Reinstate Internally	37	EA	\$ 218 ⁰⁰	\$ 8,066 ⁰⁰
11	Laterals to Reinstate Externally	71	EA	\$ 1,158 ⁰⁰	\$ 82,218 ⁰⁰
12	Inside Drop Connection to Construct	3	EA	\$ 2,211 ⁰⁰	\$ 6,633 ⁰⁰
13	Manhole Flow Channel & bench to Construct	11	EA	\$ 2,106 ⁰⁰	\$ 23,166 ⁰⁰
14	Flusher Brand to Remove/Replace	6	EA	\$ 1,579 ⁰⁰	\$ 9,474 ⁰⁰
15	Manhole to Rehabilitate	27	EA	\$ 1,426 ⁰⁰	\$ 38,502 ⁰⁰
16	Manhole to Relocate	1	EA	\$ 6,842 ⁰⁰	\$ 6,842 ⁰⁰

TOTAL BID: \$ 465,529⁰⁰

If awarded the contract, the undersigned shall execute said contract and furnish the necessary bonds within ten (10) days after the notice of award of said contract and begin work within fifteen (15) days after the signing of the contract by the Contractor and the City or the Notice to Proceed has been prepared, whichever is applicable.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period of **one hundred (100) working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **three hundred seventy-five dollars (\$375.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work. Additionally, the Contractor shall provide written documentation with the bid of previous successful experience in installation of CIPP Thermosetting Resin pipe, in accordance with the follow:

- The Contractor shall be certified and licensed by the manufacturer for the CIPP lining installation process. Documentation of the licensing and training certification from the manufacturer for the foreman and the installers who will perform the actual lining process shall be provided with the bid package.
- The Contractor shall have completed a minimum of three (3) projects of similar size and scope for installation of CIPP Thermosetting Resin pipe for a municipality or other agency within the last five (5) years. The documentation for each project shall be submitted with the bid and shall describe the work performed, the contract amount and duration, the time period of performance, and shall include the name, address, and telephone number of the owner agency or municipality. The documentation also shall include the name of the contact person for each owner who is familiar with the work performed.
- A Bid that does not include the above required documentation shall be rejected as non-responsive.

Please note that information included in the above documentation and/or obtained from such other owner agency or municipality or from another source regarding the bidder's performance on another public project also may be used by the City in determining whether the bidder is a responsible bidder.

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

\$ _____ not less than ten (10) percent of amount bid.

___ CERTIFIED CHECK

___ MONEY ORDER

___ CASHIERS'S CHECK

BID BOND

FOR CITY USE ONLY	
TYPE OF DEPOSIT	
<input checked="" type="checkbox"/>	Bid Bond
<input type="checkbox"/>	Cashier/Certified Check
<input type="checkbox"/>	Other _____
Reviewer's Initials: <u>JK</u>	

CONTRACTOR

Addendum No. 1 None

Michels Corporation dba Michels Pipeline Construction

Addendum No. 2 _____

By: [Signature]
(Signature)

Addendum No. 3 _____

Title: Western Regional Mgr

Addendum No. 4 _____

Address: 1715 16th ST SE

No PO Box – Physical Address ONLY

Salem OR 97302
City STATE ZIIP Code

Telephone No. 503-364-1199

Fax No. 503-391-8317

Email sodell@nichels.us

(Federal Tax ID # or Social Security #)

Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

39-0970311

Valid Contractor's License No. SS3612, Classification A-General is held by the bidder.

Expiration date 1/31/17. Representation made herein are true and correct under penalty or perjury

PN: X14130702 (B15141321015)

City of
SACRAMENTO
Subcontractor and Local Business Enterprise (LBE)
Participation Verification Form
For Public Projects Over \$100,000

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list all subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. In addition, the bidder shall list any business entity used to attain the 5% LBE requirement. Estimated dollar values shall be provided for all work/services/supplies listed. The inclusion of false information or the omission of required information will render the bid non-responsive.

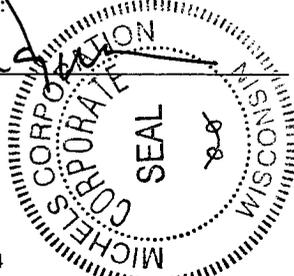
Prime Contractor Name: Michels Corporation dba Michels Pipeline Construction Address: 1715 16th ST SE Salem, OR 97302
 Bid Amount: \$465,529⁰⁰ Is Prime Contractor a LBE? Yes No Total LBE Participation %: 35.4% Date: 3/4/15

Business Entity Name/Address/Contact Person/Telephone/Email	Sub-contractor license number	Indicate LBE (subject to verification)	Describe Exact Type of Work/Services/Supplies to be provided to complete contract	Estimated Dollar Value of Work/Services/Supplies to be Performed or Provided	Percentage of Prime Contract	For Office Use Only (calculation)
Florez Paving 4000 24 th , Sacramento, CA 95822 Sam Florez (916) 452-3903	766999A	LBE	Bid Items 3, 9, 11-14, 16	\$164,900 ⁰⁰	35.4%	

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. Additionally, I certify that I shall notify each business entity listed on this Form, in writing, if the award is granted to my firm, and I shall make all documentation relevant to subcontractor and LBE participation available to the City of Sacramento upon request. I further certify that all information contained in this Form is true and correct and I acknowledge that the City will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

[Signature]
(Signature)



Western Regional Mgr
(Title)

3/4/15
(Date)

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this contract, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

none

Date _____ Violation Type _____ Place of Occurrence _____
If additional space is required use back of this form.

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Michels Corporation dba Michels Pipeline Construction
BY: [Signature] Signature Title: Western Regional Mgr Date: 3/4/15

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension of the department of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.

EM 681.7/10/9

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:
SS3612 exp 1/31/17 A-general

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes

No

Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes

No

Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes

No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes

No

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes

No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)

EH = total hours worked by all employees during the calendar year

200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes

No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes

No

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

VERIFICATION AND SIGNATURE

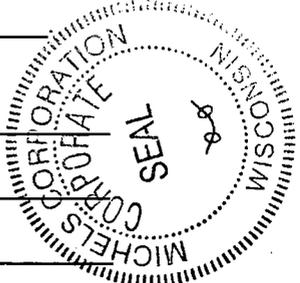
I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Salem, OR (Location), on 3/4/15 (Date)

Signature: [Handwritten Signature]

Print name: Pat Andersen

Title: Western Regional Mgr



NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Michels Corporation dba Michels Pipeline Construction
Name of Contractor

1715 16th St SE Salem, OR 97302
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
 - c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the

first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

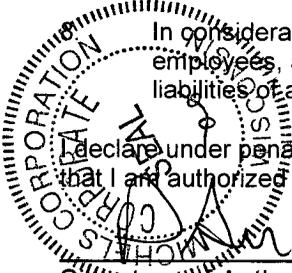
The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.



In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

[Handwritten Signature]
Signature of Authorized Representative

3/4/15
Date

Pat Anderson
Print Name

Western Regional Mgr
Title



QUALIFICATION STATEMENT

Michels Pipe Services, a division of Michels Corporation has successfully installed over 3.5 Million linear feet of CIPP and has completed approximately 9,000 lateral reinstatements.

We are a licensed installer for Premier-Pipe USA, in accordance with ASTM 1216 and ASTM D5813. The product manufacturer is Applied Felts, Inc., in accordance with ASTM F1216, ASTM F 1743 and ASTM-D5813. Attached for your review are certification letters from Premier-Pipe USA and Applied Felts, Inc. and project references.

If you have any questions, please contact me at (503) 364-1199.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Odell", written in a cursive style.

Scott Odell
Senior Estimator
sodell@michels.us

City of Sacramento, CA - Cured-In-Place (CIPP) Sewer Rehabilitation 2014/2015
CIPP Contractor Qualifications

Michels Corporation Reference Projects

1

Project Name: Mapleton Sewer Rehab Phase 3
Year: 2013
Owner: City of West Linn
Address: 22500 Salamo Rd
West Linn, OR

Contact Person: *Boris Piatski* **Phone #:** (503) 524-4221
Duration 90 Calendar Days
Description CIPP rehabilitation of sanitary sewers
Size of liner: 8"
Length installed: 12,264LF
Contract Amount \$424,326

2

Project Name: Sewer Pipe Lining
Year: 2013
Owner: City of Oroville
Address: 1735 Montgomery St.
Oroville, CA

Contact Person: *Rick Walls* **Phone #:** (530) 538-2507
Duration 365 Calendar Days
Scope CIPP Rehabilitation
Size of liner: 6", 8", 15"
Length installed: 19,915LF
Contract Amount \$1,068,366

3

Project Name: Mapleton Sewer Rehab Phase 2
Year: 2012
Owner: City of West Linn
Address: 22500 Salamo Rd
West Linn, OR

Contact Person: *Boris Piatski* **Phone #:** (503) 524-4221
Duration 90 Calendar Days
Scope CIPP Rehabilitation
Size of liner: 8"
Length installed: 13,340LF
Contract Amount \$492,386

Year	Location	Proc.	% Comp	Est	Client	Contact	Phone	5-hch	8-hch	10-hch	12-hch	15-hch	18-hch	21-hch	24-hch	27-hch	30-hch	33-hch	36-hch	39-hch	42-hch	48-hch	54-hch	60-hch	72-hch	84-hch	2 1/2 x 3 ft	4.5 x 3 ft	Total				
2014	Thorp, WI	CIPP	100%	\$ 89,332	City			2450																						2450			
2013	Oshkosh, WI	CIPP	100%	\$ 16,862	FO Zeiss Const	Dirk Schroeder	920-437-5426																							330			
2014	DeKalb, IL	CIPP	100%	\$ 129,144	DeKalb Sanitary District	Mike Holland	815-756-3513	81			330																			330			
2013	Marion, WI	CIPP	100%	\$ 284,057	City	Jennifer Hudson	920-886-6950	81			365																			10,646			
2014	Leeds, WI	CIPP	100%	\$ 86,866	City	Erin Wagstrom	952-938-8200	1665			328																			3,330			
2014	Prussia du Chen, WI	CIPP	100%	\$ 46,764	City	Eric Ryan	608-745-8534	1442			259																			1,972			
2014	Milwaukee, WI	CIPP	100%	\$ 489,049	City	Barbara Rabe	414-266-3314	11239			725																			1,946			
2014	Theresa, WI	CIPP	100%	\$ 62,866	Stark Asphalt	Steen Miecz	414-466-7820	11239			415																			1,940			
2014	Sturtevant, WI	CIPP	100%	\$ 61,300	City	Jeffrey Saitz	262-348-5600	543			671																			1,936			
2014	Monroe, WI	CIPP	100%	\$ 100,788	INW Asphalt	Lance Guntzel	952-445-1003	324			2093																			3,017			
2013	Mapleton, MN	CIPP	100%	\$ 95,721	Holmeyer Const	Johna Norton	507-388-9112	959			2824																			3,783			
2014	Menomonee, MI	CIPP	100%	\$ 115,051	Hebert Construction	Blaine Stowell	905-265-5157	150			1971																			1,977			
2014	Paul, MN	CIPP-H2O	100%	\$ 56,759	Imper Const	Jon Sallin	218-485-9522	11415																						11,415			
2014	Strosby, MN	CIPP	100%	\$ 330,732	Sellin Brothers	Mark McGary	827-225-1874	30			30																			30			
2014	Combined Locks, WI	CIPP	100%	\$ 27,162	City	Surinapas	920-768-2558	294																						294			
2014	Delavan, WI	CIPP	100%	\$ 61,981	IRT Exc	Barbara Rast	715-892-4340	1539			350																			1,502			
2014	Conocopus, WI	CIPP	100%	\$ 117,525	Northwoods Paving	Stevie Klemton	262-370-8397	917			585																				382		
2014	Milwaukee, WI	CIPP	100%	\$ 48,136	IMJ Const	Michelle Hough	218-847-7391	382			212																				505		
2014	Hawley, MN	CIPP	100%	\$ 26,917	Hough, Inc	Michelle Hough	218-847-7391	382			212																				505		
2013	Portland, OR	CIPP	100%	\$ 39,288	Carby Exc	Mike Keller	503-265-0118	201			214																				217		
2013	Meeks Bay, CA	CIPP	100%	\$ 54,847	Diablo Contractors	Laura St Laurent	925-552-8250	480			214																				480		
2014	Yakima, WA	CIPP	100%	\$ 173,997	City	Steven Spilbert	509-866-7000	425			255																				665		
2013	Manitou, CA	CIPP	100%	\$ 88,572	Morange Const	Phil Giannone	209-848-0160	3850			170																				5,366		
2014	Idaho, OR	CIPP	100%	\$ 209,740	City	Urie McCabe	541-258-5401	636			636																				4,261		
2014	Idaho, CA	CIPP	100%	\$ 1,528,314	Bluer County	Lynda Chang	209-335-6706	27074			200																				33,843		
2014	Wasco, WA	CIPP-H2O	100%	\$ 74,035	Jim Smith Exc	Ray Bonner	503-557-7470	524			200																				5,366		
2014	Vancouver, WA	CIPP	100%	\$ 692,095	Clark Regional WWD	Robin Krause	360-953-8821	524			11																				5,366		
2014	Folsom, CA	CIPP	100%	\$ 72,597	Viking Const	Burt Peterson	916-852-5530	209-231-2424			11																				4,261		
2014	Armador County, CA	CIPP	100%	\$ 43,160	Groundworks	Ryan Gold	209-231-2424	80			176																				33,843		
2013	Newport, OR	CIPP	100%	\$ 24,348	City	Mike Conway	503-537-1234	524			263																				524		
2013	Georgia, CA	CIPP	100%	\$ 88,985	High Desert	Michela Moore	541-504-8666	524			263																					524	
2013	Georgia, CA	CIPP	100%	\$ 84,733	Conley Engineering	Geoff Conley	770-425-8111	524			51																					311	
2014	Virginia, VA	CIPP	100%	\$ 233,452	O&U Construction	Will Morgan	775-782-2177	1060			475																					1,354	
2014	Idaho, WA	CIPP	100%	\$ 199,677	Midway Sewer District	Eric Williams	425-295-7200	4700			280																					3,540	
2014	Idaho, WA	CIPP	100%	\$ 347,514	3 Kings Environmental	George Schmidt	360-866-8202	4700			280																					4,980	
2014	Olympia, WA	CIPP	100%	\$ 71,868	Axstar Construction	Katie Howell	509-221-2103	1938			1373																					1,343	
2013	Portland, OR	CIPP	100%	\$ 25,507	Nutter Corp	Summer Paul	503-572-2000	337			337																					1,332	
2014	Friday Harbor, WA	CIPP	100%	\$ 52,150	City	Don Reilan	360-378-5400	47			410																					410	
2014	The Dalles, OR	CIPP	100%	\$ 159,261	Quimu Contracting	Sandra Davis	707-693-0289	398			275																					1,177	
2014	Hellave, WA	CIPP	100%	\$ 374,886	King County	Tina Phipps	541-266-5401	398			275																					3,875	
2014	Newberg, OR	CIPP	100%	\$ 24,828	City	Mike Conway	503-537-1234	8000			530																					3,111	
2014	Prattville, AL	CIPP	100%	\$ 71,758	Charles King Const	Dan Chomasser	582-426-2874	8000			1700																					1,354	
2014	Wenatchee, WA	CIPP	100%	\$ 88,549	Low Construction	Eric Williams	509-866-4515	500			500																					4,980	
2014	Idaho, WA	CIPP	100%	\$ 55,800	J. Rodriguez Const	Jesse Rodriguez	503-331-5114	824			824																					1,343	
2014	Robert Park, CA	CIPP	100%	\$ 229,665	City	Diana Dalry	707-588-2232	2300			2300																					1,332	
2014	Centralia, WA	CIPP	100%	\$ 101,584	City	Patty Page	360-330-7512	2300			227																					1,332	
2014	Napa, CA	CIPP	100%	\$ 73,079	Rangor Pipeline	Diarmid Foley	415-822-3700	110			940																					2,227	
2014	Sumner, WA	CIPP	100%	\$ 18,941	ISCI Infrastructure	Linda Anderson	206-242-0633	880			680																					2,560	
2014	Independence, OR	CIPP	100%	\$ 35,869	City	Ken Perkins	503-838-4781	208			208																					860	
2014	Las Vegas, NV	CIPP-H2O	100%	\$ 488,000	Las Vegas Paving	Jeff Anderson	702-251-1668	700			1730																					1,730	
2014	Napa, CA	CIPP	100%	\$ 5,200	Rangor Pipeline	Diarmid Foley	415-822-3700	208			208																					700	
2014	Idaho, OR	CIPP	100%	\$ 24,855	City	Mike Conway	503-537-1234	700			700																					208	
2014	Idaho, OR	CIPP	100%	\$ 4,000	City	Mike Conway	503-537-1234	700			700																						208
2014	Honolulu, HI	CIPP	100%	\$ 26,400	Integrated	Skippy Nakao	808-487																										

Michels Corporation																																	
Partial Reference List																																	
Year	Location	Proc.	% Com	Ext	Client	Contact	Phone	6-Inch	8-Inch	10-Inch	12-Inch	15-Inch	18-Inch	21-Inch	24-Inch	27-Inch	30-Inch	33-Inch	36-Inch	39-Inch	42-Inch	48-Inch	54-Inch	60-Inch	66-Inch	72-Inch	78-Inch	84-Inch	2 ft x 3 ft	4.5 ft x 3 ft	Total		
Pipe Rehab Projects - 2012																																	
2012	Milwaukee, WI	CIPP	100%	\$ 1,977,496	City	Mazen Amer	414-266-2434				60	365	94			35	4477		2517		3987	75									11,610		
2011	New Berlin, WI	CIPP	100%	\$ 605,787	City	Matt Stephan	920-380-2800		11098	2827	1199																				15,124		
2012	Naperville, IL	CIPP	100%	\$ 666,841	City	Jan Fischer	630-420-6062		114	4765	4142	3104			2099																14,224		
2012	Marshfield, WI	CIPP	100%	\$ 1,142,698	City	Thomas Turchi	715-486-2034			19000					1192	856	1795		975												23,818		
2012	Green Bay, WI	CIPP	100%	\$ 278,088	City	Lisa Sara	920-484-3096			6301	1135	454	962																		1,399		
2012	Forest Lake, MN	H2O CIPP	100%	\$ 225,550	City	Jeremy Hauser	651-634-4711				700																				700		
2012	Green Bay, WI	CIPP	100%	\$ 57,360	DeGroot	Mak DeGroot	920-866-2349				790		238	371																	1,399		
2012	Lake Forest, IL	CIPP	100%	\$ 199,789	City	Ramesh Kanapareddy	847-810-3552		645	4653	312	800	575																		6,985		
2012	Green Bay, WI	CIPP	100%	\$ 57,360	PTS Contractors	Steve Horn	920-371-2975				25		499																		524		
2012	De Pere, WI	CIPP	100%	\$ 2,588,704	Green Bay Metro	Terry Johnson	920-458-8711								1126	4935	3004														9,065		
2012	Arlington Heights, IL	CIPP	100%	\$ 212,806	City	Jeff musnick	847-368-5806			3500	1100																					4,600	
2012	Winnetka, IL	CIPP	100%	\$ 166,237	City	Michael Rivard	847-716-3264			3481	1911	748																				6,140	
2012	Park Ridge, IL	CIPP	100%	\$ 235,733	City	Nick Webber	847-318-5457					1933	270	1357																		4,140	
2012	Milwaukee, WI	CIPP	100%	\$ 36,000	IUP	Craig Dretzka	262-548-9451																									200	
2012	Sheboygan, WI	CIPP	100%	\$ 45,278	Plaschinski Const	Tom Plaschinski	920-865-3627				119	1140																				1,259	
2012	Eau Claire, WI	CIPP	100%	\$ 468,885	City	Doug Deike	715-839-4934								5708	390																6,088	
2012	Hibert, WI	CIPP-H2O	100%	\$ 43,086	City	Charles Fochs	920-853-3556																									285	
2012	St. Paul, MN	CIPP	100%	\$ 3,408,495	Met Council	Jan Bevins	651-602-1005															4070									4,070		
2012	Northbrook, IL	CIPP	100%	\$ 259,127	City	Michel Bukolt	847-272-4711			5552	1874	562																				7,988	
2012	Aieea, OR	CIPP	100%	\$ 52,855	ODOT	Bo Miller	503-996-2738											275														275	
2011	Portland, OR	CIPP	100%	\$ 1,056,997	Stacy Witbeck	Rick Merina	503-209-4173				213	173	280	65		269					70			115		460					1,645		
2012	Rocklin, CA	CIPP	100%	\$ 261,158	So Placer MUD	Sam Rose	916-786-8522			297	454										2058											3,211	
2012	Santa Cruz, CA	CIPP	100%	\$ 68,750	City	Anne Hogan	831-420-5425																	40			70				110		
2012	Beaverton, OR	CIPP	100%	\$ 77,765	Emery & Sons	Steve Holmes	503-588-7576				890			1150																		2,030	
2012	Portland, OR	CIPP	100%	\$ 104,822	Emery & Sons	Steve Holmes	503-588-7576							728		504																1,232	
2012	McKinville, OR	CIPP	100%	\$ 43,999	Landis & Landis	Jeff Radish	503-939-1820				290	83																				373	
2011	Vacaville, CA	CIPP	100%	\$ 24,895	Quimu Contracting	Miguel Quroz	707-693-0289									150																177	
2011	Clatskanie, OR	CIPP	100%	\$ 60,361	GP Wauna	Rod Leback	503-455-3634															177										177	
2012	Wheeling, IL	CIPP	100%	\$ 189,785	City	Jeff Wolfram	847-279-6928			4000						750																4,750	
2011	Marysville, CA	CIPP	100%	\$ 345,946	Teichert Construction	Brian Parker	530-392-6008						160			260			1750													2,252	
2012	Tuolumne, CA	CIPP	100%	\$ 109,382	Martin Brothers	Chuck Aldrige	916-381-0911																									148	
2012	Eugene, OR	CIPP	100%	\$ 35,435	Eugene Sand	Mike Moff	541-683-5741				572		364																			936	
2012	Seattle, WA	CIPP	100%	\$ 29,643	Hos Bros	Chris George	425-864-9221				426																					426	
2012	Mt Angel, OR	CIPP	100%	\$ 43,573	City	Dan Shaffer	503-845-6260				1081																					1,081	
2012	White Center, WA	CIPP	100%	\$ 10,708	Hos Bros	Chris George	425-864-9221				149																					149	
2012	Bremerton, WA	CIPP	100%	\$ 108,883	Starr Palmer Const	Jeff Allen	360-674-2100																									880	
2012	Incline Village, NV	CIPP	100%	\$ 1,023,480	IQ&D Construction	Curt Matzoll	775-786-2677					210		2970		2940		880														880	
2012	Beaverton, OR	CIPP	100%	\$ 82,951	Icanby Excavating	Kevin Knudson	503-266-2792				511	657	373	114		58																6,670	
2012	Truckee, CA	CIPP	100%	\$ 177,614	Truckee San District	Sarah Bersheron	530-587-3804		1029		600		1486																			3,115	
2012	Seattle, WA	CIPP	100%	\$ 351,436	MidMountain Contractor	Dayne Randalf	425-202-3654				1525		1322	1395		694	82															5,018	
2012	Nevada County, CA	CIPP	100%	\$ 152,190	Quimu	Miguel Quroz	707-693-0289							1060																		1,060	
2012	Antioch, CA	CIPP	100%	\$ 92,998	JMB Construction	Sean McLoughlin	650-267-5300																									140	
2012	Sacramento, CA	CIPP	100%	\$ 332,978	City	Dale Mathison	916-808-1911		3040	1975				350																		5,365	
2012	Citrus Heights, CA	CIPP	100%	\$ 73,878	Teichert Construction	Phil Crummett	916-645-4845				70	70		305	305																	750	
2012	Incline Village, NV	CIPP	100%	\$ 18,150	IQ&D Construction	Curt Matzoll	775-786-2677									75																75	
2012	Incline Village, NV	CIPP	100%	\$ 103,982	IQ&D Construction	Curt Matzoll	775-786-2677						868		143																	811	
2012	Portland, OR	CIPP	100%	\$ 40,489	Dirt and Aggregate	Conay Paffrey	503-861-5093				823																						823
2012	Salem, OR	CIPP	100%	\$ 20,997	Marion County	Bob Pankratz	503-373-4307					300																				300	
2012	Livermore, CA	CIPP	100%	\$ 1,601,603	City	Mike Stamm	925-960-4543									855	736	4091														5,989	
2012	Eugene, OR	CIPP	100%	\$ 300,057	HBJ Construction	Michael Heer	541-689-5863			6363				399																		7,049	
2012	Alpine Lakes, CA	CIPP	100%	\$ 20,372	Cimarron Inc	Jery Vella	209-522-1655							34																		34	
2012	Oregon City, OR	CIPP	100%	\$ 43,737	Eagle-Elsner	Jake Eagle	503-628-1137					620																					

Michels Corporation		Partial Reference List																				2 ft x 3 ft	4.5 ft x 3 ft	Total									
Year	Location	Proc.	% Com	Ext	Client	Contact	Phone	6-inch	8-inch	10-inch	12-inch	15-inch	18-inch	21-inch	24-inch	27-inch	30-inch	33-inch	36-inch	39-inch	42-inch	46-inch	54-inch	60-inch	66-inch	72-inch	78-inch	84-inch	2 ft x 3 ft	4.5 ft x 3 ft	Total		
Pipe Rehab Projects - 2010																																	
2010	Northbrook, IL	CIPP	100%	\$ 230,912	City	Ken Gardner	847-370-7344	200	6847		200				350				200													7,797	
2010	Burr Ridge, IL	CIPP	100%	\$ 805,902	Flagg Creek WRD	Terry Engel	630-468-6107		3348		297		881		239																	4,765	
2010	Stoughton, WI	CIPP	100%	\$ 88,123	City	Brian Erickson	608-877-7421		2275	130	1140																					3,545	
2010	DeKalb, IL	CIPP	100%	\$ 232,300	DeKalb Sanitary Dist	Mike Holland	630-587-0470	224	5692	501	1124																					7,541	
2010	Whitefish Bay, WI	CIPP	100%	\$ 115,081	Haartland Construction	Michael Strok	262-646-9331		3403	368		190																				3,961	
2010	Theresa, WI	CIPP	100%	\$ 45,276	City	Pam Kall	920-688-5421		1985																							2,400	
2010	Sussex, WI	CIPP	100%	\$ 66,668	Rawson	Richard Machata	262-695-2900		2400																							1,985	
2010	Lake Forest, IL	CIPP	100%	\$ 372,576	City	Bernard Pondexter	847-910-3556		10489	2473																						12,962	
2010	Scales Mound, IL	CIPP	100%	\$ 97,081	Performance Pipe	Shaun Flanery	815-433-0080		3183																							3,183	
2010	Racine, WA	CIPP	100%	\$ 106,020	Musson Brothers	Pat Wunsch	262-790-5060		266	657	1816		55																			2,794	
2010	Northbrook, IL	CIPP	100%	\$ 268,000	City	Ken Gardner	847-370-7344	200	6847		200				350				200													7,797	
2010	Wauwatosa, WI	CIPP	100%	\$ 347,735	City	Mike Maki	414-479-8927		12943		419			213	181																	13,756	
2010	St Charles, IL	CIPP	100%	\$ 292,338	City	Ross Weigert	630-377-4449	320	8737		692			1889																		11,638	
2010	Beach Park, IL	CIPP	100%	\$ 132,444	Village	Kenneth Lopez	847-746-1770		3818	1021																						4,839	
2010	Rockford, IL	CIPP	100%	\$ 1,541,225	Rock River WRD	Mike Piegler	815-387-7884		36658	9116	1015	1581			217	1047																49,634	
2010	Ozma, WI	CIPP	100%	\$ 59,118	City	Steve Bilkey	920-688-7000		1500		185																						1,685
2010	Lake Delton, WI	CIPP	100%	\$ 54,360	City	John Langhans	608-356-2771		1300																								1,100
2010	Fl Bragg, CA	CIPP	100%	\$ 38,795	Fl Bragg MWD	Dave Goble	707-961-2834	660		440																							1,300
2010	Klamath, CA	CIPP	100%	\$ 38,370	I Hal Hays Const	Michael Garant	916-372-7784									132																	1,100
2010	Corte Madera, CA	CIPP	100%	\$ 25,265	Mkiss Services	Gary Mkiss	707-433-8053									165																	165
2010	Crescent City, CA	CIPP	100%	\$ 57,923	Wahlund Construction	Ken Wahlund	707-268-0150	912	200																								1,112
2010	Redding, CA	CIPP	100%	\$ 68,700	City	Ron DeMaagd	530-245-7113				1700																						1,700
2010	Oroville, CA	CIPP	100%	\$ 197,045	City	Rick Walls	530-538-2507	1424	2921	940	426																						5,711
2010	Martinez, CA	CIPP	100%	\$ 144,600	California Trenchless	Mirasol Mercado	510-782-5335		986																								986
2010	Redmond, WA	CIPP	100%	\$ 63,573	City	Joseph O'Leary	425-556-2738		1040																								1,040
2010	Wedderburn, OR	CIPP	100%	\$ 128,464	IR&G Excavating	Del Biber	503-394-2190		2574																								2,574
2010	Mt Angel, OR	CIPP	100%	\$ 35,260	City	Michael Carr	503-225-9000		1333																								1,333
2010	Portland, OR	CIPP	100%	\$ 702,515	Stacy/Whitbeck	Rick Merina	503-232-6200		609	2475	619	587		493	243																		5,026
2010	Estacada, OR	CIPP	100%	\$ 42,424	City	Tom Saals	503-849-9952	660	720																								1,380
2010	Moses Lake, WA	CIPP	100%	\$ 699,494	City	Shaun Obrien	509-766-9217			8500	8700	5450	1130	365																			24,145
2010	Shelby, MT	CIPP	100%	\$ 102,960	Helena Sand & Gravel	Steve Trefzger	406-458-5504						1190	509																			1,699
2009	Tualatin, OR	CIPP	100%	\$ 23,178	Kodiak Pacific	Stan Thompson	503-783-4300									380																	380
2010	Lake Oswego, OR	CIPP	100%	\$ 2,817,905	Fowler Construction	Randy Stubner	503-623-5373				1935				800				3900														6,635
2010	Beaverton, OR	CIPP	100%	\$ 127,748	INW Earthmovers	Tim Looney	503-625-3100	223	3167						153																		3,743
2010	McMinnville, OR	CIPP	100%	\$ 134,190	Canby Excavating	Kevin Knutson	503-266-2792		1435	1613	789		151																				3,988
2010	McMinnville, OR	CIPP	100%	\$ 37,735	Kizer Excavating	Larry Sherwood	503-472-4919		331	223	448																						1,002
2010	Miwokie, OR	CIPP	100%	\$ 88,955	City	Jason Rice	503-786-7605		510																								510
2010	Toppenish, WA	CIPP	100%	\$ 46,869	City	Gene Soules	509-966-7000		1330																								205
2010	Skykomish, WA	CIPP	100%	\$ 60,200	Isinder Construction	Jim Gaarfant	360-380-1234										205																384
2010	Beaverton, OR	CIPP	100%	\$ 30,448	Oregon Underground	Tom Rasch	503-657-6123		384																								994
2010	Beaverton, OR	CIPP	100%	\$ 24,887	Landis & Landis	Lance Landis	503-466-9043		994																								994
2010	Hillsboro, WA	CIPP	100%	\$ 184,318	Clean Water Services	John Kennedy	503-881-3600									1486																	1,486
2010	Eliensburg, WA	CIPP	100%	\$ 112,932	City	Rick Bollinger	509-962-7133				1000	145																					1,145
2010	Blaine, WA	CIPP	100%	\$ 612,525	BP Cherry Point	Daryl Hill	360-371-1426											867	393				628									1,888	
2010	Issaquah, WA	CIPP	100%	\$ 280,495	City	Brandon Cole	425-837-3400			8831																							8,831
2010	Estacada, OR	CIPP	100%	\$ 23,225	City	Tom Saals	503-849-9952	300	360																								660
2010	Sutherlin, OR	CIPP	100%	\$ 79,401	City	Kyle Woodward	541-458-5768		2740		689																						3,429
2010	Aumsville, OR	CIPP	100%	\$ 112,793	City	Jim Schuette	503-585-5579		3220																								3,220
2010	Woodburn, OR	CIPP	100%	\$ 19,899	Karr Contractors	Joel Janson	971-216-0050		390																								390
2010	Lynwood, WA	CIPP	100%	\$ 27,055	Kamins Construction	Chad Kamin	206-396-9115				480																						480
2010	The Dalles, OR	CIPP	100%	\$ 197,279	City	Dale McCabe	541-296-5401		6519	390	18																						



APPLIED FELTS

Applied Felts, Inc. 450 College Drive, Martinsville, Virginia 24112
Telephone (276) 656-1904 Fax: (276) 656-1909
office@appliedfelts.com

July 23, 2013

To Whom It May Concern:

This letter certifies that Applied Felts manufactured tubes meet the material requirements of ASTM F1216-09 (paragraph 5.1) and ASTM F 1743-08(section 6) as well as meet the minimum strength requirements of ASTM-D5813-04 (paragraph 6.1). All our materials and finished products are tested to ensure suitability to the application. Each liner is typically tested in 28 different ways and traceable test data is available for any particular liner.

Applied Felts has provided polymer coated felt tubes for use in Cured In Place Pipe (CIPP) lining for more than fifteen years, and supplied materials for the CIPP industry for more than twenty years. Over 72 million feet of our liner has been successfully installed worldwide, of which 60 million feet has been installed in the United States. Our liners are assembled in Martinsville, VA, using only components made in the USA.

Applied Felts is a registered ISO 9001:2008 company.

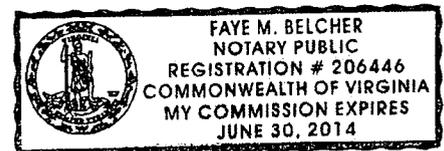
Sincerely,

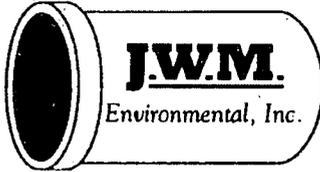
William M. Sanders
General Manager

City/County of Henry
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 23rd day of July 2013 by William M. Sanders.

Notary Public
My Commission Expires June 30, 2014





"Common Sense Solutions"

9855 West 78th Street, Suite 400, Eden Prairie, Minnesota 55344

Phone: (952) 944-8093

Fax: (952) 944-4399

Cell: (612) 385-4101

July 3, 2013

To Whom It May Concern:

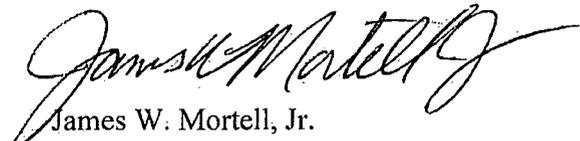
This letter certifies that Michels Pipe Services, a division of Michels Corporation, is a certified, licensed and trained installer of the Premier-Pipe process (a CIPP process) as certificated by Premier-Pipe USA. Michels Pipe Services has been a trained and certificated installer since 2002. J.W.M. Environmental, Inc. is the Licensor of Premier-Pipe USA and Premier-Pipe Canada.

J.W.M. Environmental, Inc. certifies that all CIPP liner installed by Michels Pipe Services meets or exceeds the recognized organization standards of ASTM F1216 latest edition.

If you have any questions, please contact me.

Sincerely,

J.W.M. Environmental, Inc.


James W. Mortell, Jr.
President

JWM:agh

STATE OF MINNESOTA
COUNTY OF HENNEPIN

Sworn to and subscribed before me, the undersigned notary, on the 3rd day of July, 2013, by James W. Mortell, Jr.



Notary Public
My Commission Expires: January 31, 2014





PREMIER-PIPE USA

"Common Sense Solutions"

Premier-Pipe USA

Jeff Ahles

of

Michels Pipe Services

**Is recognized as a trained and
certified CIPP installer of Premier-Pipe
USA**

James W. Mortell

President

Premier-Pipe USA



PREMIER-PIPE USA

"Common Sense Solutions"

Premier-Pipe USA

Jeff Burke

of

Michels Pipe Services

**Is recognized as a trained and
certified CIPP installer of Premier-Pipe
USA**

James W. Mortell

President

Premier-Pipe USA



PREMIER-PIPE USA

"Common Sense Solutions"

Premier-Pipe USA

Buck Haupt

of

Michels Pipe Services

**Is recognized as a trained and
certified CIPP installer of Premier-Pipe
USA**

James W. Mortell

President

Premier-Pipe USA



PREMIER-PIPE USA

"Common Sense Solutions"

Premier-Pipe USA

**Levi Kurtovich of
Michels Pipe Services**

**Is recognized as a trained and
certified CIPP installer of Premier-Pipe
USA**

James W. Mortell

**President
Premier-Pipe USA**



PREMIER-PIPE USA

"Common Sense Solutions"

Premier-Pipe USA

**Zachary Sweet of
Michels Pipe Services**

**Is recognized as a trained and
certified CIPP installer of Premier-Pipe
USA**

James W. Mortell

**President
Premier-Pipe USA**



PREMIER-PIPE USA

"Common Sense Solutions"

Premier-Pipe USA

**Colby Stacey of
Michels Pipe Services**

**Is recognized as a trained and
certified CIPP installer of Premier-Pipe
USA**

James W. Mortell

**President
Premier-Pipe USA**

ENGINEERING SERVICES DIVISION

**CONTRACT SPECIFICATIONS
FOR**

CURED-IN-PLACE-PIPE (CIPP) SEWER REHABILITATION 2014/2015

PN: X14130702

B15141321015

Engineer's Estimate: 787,150

For Pre-Bid Information Call:

Melissa Marshall
Associate Engineer
(916) 808-1437

No Separate Plans

Bid to be received before 2:00 PM
March 4, 2015
City Hall, Office of the City Clerk
915 I Street, 5th Floor, Public Counter
Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

THE FOLLOWING DOCUMENTS
ARE TO BE COMPLETED AND
SUBMITTED WITH THE BID PACKAGE

KNOW ALL MEN BY THESE PRESENTS,

That we, Michels Corporation dba Michels Pipeline Construction

as Principal, and Continental Casualty Company

a corporation duly organized under the laws of the State of Illinois and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above mentioned proposal to the City, for which Proposals are to be opened by the Office of the City Clerk, Historic City Hall, Hearing Room, 2nd Floor, 915 I Street, Sacramento, California, on **March 4, 2015**, for the Work specifically described as follows:

CURED-IN-PLACE-PIPE (CIPP) SEWER REHABILITATION 2014/2015
(PN: X14130702) (B15141321015)

NOW, THEREFORE, if the aforesaid Principal is award the Agreement and within the time and manner required under the Contract Documents, enters into a written Agreement, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF, We have hereunto set our hands and seal this 4th day of March, 2015, 2015.

Michels Corporation dba Michels Pipeline Construction

PRINCIPAL Seal

[Handwritten signature]
Pat Anderson
Western Regional Mgr
Title
SEAL
MICHELS CORPORATION
WISCONSIN

Continental Casualty Company

SURETY Seal

By *[Handwritten signature]*

William P. Weible

Title
Weible & Cahill

Agent Name and Address

2300 Cabor Drive, Suite 100 Lisle, Illinois 60532

630-245-4600

Agent Phone #
800-262-4554

Surety Phone #

0C82760

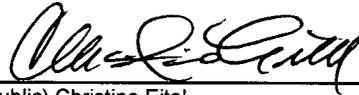
California License #

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel Notary Public of DuPage County, in the State of Illinois, do hereby certify that William P. Weible Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 4th day of March A.D., 2015.



(Notary Public) Christine Eitel

My Commission expires: 5/26/2016

Notary Seal:



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

Karen A Ryan, William P Weible, William Cahill, Kimberly Sawicki, Ann Marie Waters, Melissa Newman, Kimberly R Holmes, Christine Eitel, Deborah A Campbell, Leigh Ann Francis, Individually

of Lisle, IL, 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 1st day of October, 2014.



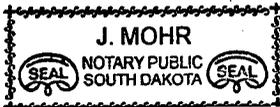
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Handwritten signature of Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of October, 2014, 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, 2015

Handwritten signature of J. Mohr

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, 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 4 day of March, 2015.



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

Handwritten signature of D. Bult

D. Bult Assistant Secretary

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 25th 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 25th 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 25th 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.”